

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, JUNE 3, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. OPENING PRESENTATION

1. Proclamation Recognizing Retirement of Deputy Sheriff Mike Johnston- Chairman Billy Thurmond and Sheriff Jeff Johnson

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

1. Minutes of the Work Session held on May 20, 2021
2. Minutes of the Voting Session held on May 20, 2021

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. PUBLIC HEARINGS

1. Ambulance Billing Ordinance and Policy Change (*1st of 1 hearing*)

2. Possible Extension of Existing Moratorium on the Acceptance of Applications to Rezone Property to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed-Use Village (MUV) Zoning Classifications (*1st of 1 hearing*)

J. NEW BUSINESS

1. Consideration of FY 2022 Legacy Link Contract for Nutrition Program Services
2. Consideration of Request for Funding of Fire Hydrants
3. Consideration to Move Forward with a Public Hearing for a Comprehensive Plan Update
4. Consideration of Board Appointments:
 - a. Joint Development Authority**
 - i. Mandy Power- *replacing Christie Moore* (Term: June 2021 through December 2022)
 - ii. Brian Trapnell- *reappointment* (Term: June 2021 through December 2024)
5. Consideration of Intergovernmental Agreement for Shared Parking at County Facilities in Dawsonville
6. Consideration of Special Purpose Local Option Sales Tax Intergovernmental Agreement

K. PUBLIC COMMENT

L. ADJOURNMENT

**Executive Session may follow the Voting Session meeting.*

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.



**DAWSON COUNTY
BOARD OF COMMISSIONERS**

**IN RECOGNITION OF
MIKE JOHNSTON FOR HIS YEARS OF SERVICE TO THE
CITIZENS OF DAWSON COUNTY AND THE STATE OF GEORGIA**

PROCLAMATION

WHEREAS, Mike Johnston has served more than 40 years as a Certified Peace Officer in the State of Georgia;

WHEREAS, Mike Johnston began his career in 1980 when he graduated the North Central Georgia Police Academy and began working for the City of Jasper Police Department;

WHEREAS, Mike Johnston then served the citizens of Pickens County, the City of Jasper and the City of Canton;

WHEREAS, in 2005, Mike Johnston began working for the Dawson County Sheriff's Office as a patrol deputy;

WHEREAS, while serving as a patrol deputy, Mike Johnston made hundreds of arrests and responded to an unknown number of motor vehicle crashes, domestic disputes, fights and other emergencies;

WHEREAS, each time he was called upon, Mike Johnston responded without hesitation and was always prepared to step in harm's way to protect the citizens of the communities he served;

WHEREAS, Mike Johnston sacrificed and spent many holidays, birthdays and other celebrations away from his family;

WHEREAS, after a brief retirement, Mike Johnston returned to the Dawson County Sheriff's Office as a Deputy Sheriff working in the Sheriff's Services component;

WHEREAS, for the last five years Mike Johnston has welcomed the citizens of Dawson County as they entered the Government Center / Courthouse with a friendly but firm smile; and

WHEREAS, Mike Johnston has served unselfishly and has represented the law enforcement profession with integrity and has proven to be a shining example of what a deputy sheriff shall represent.

NOW, THEREFORE, BE IT RESOLVED that the Dawson County Board of Commissioners hereby recognizes Mike Johnston for his legacy of service in law enforcement to the citizens of Dawson County and the surrounding communities.

Proclaimed this 3rd day of June, 2021.

Attest

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – MAY 20, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Patrick Dodson; County Clerk Kristen Cloud; and interested citizens of Dawson County.

UNFINISHED BUSINESS

1. Presentation of an Intergovernmental Agreement Between Dawson County and the City of Dawsonville Concerning Two City-Funded Sheriff's Deputy Positions- Sheriff Jeff Johnson (*Tabled from the May 6, 2021, Voting Session*)
This item was removed from the agenda indefinitely, until such time it is ready to be presented.

NEW BUSINESS

1. Presentation of Department Restructure Due to New Elections System and Senate Bill 202 Omnibus Elections Bill- Chief Registrar / Board of Elections and Registration Chair Glenda Ferguson
This item, presented by Human Resources Director Brad Gould, will be added to the May 20, 2020, Voting Session Agenda.
2. Presentation of FY 2022 Legacy Link Contract for Nutrition Program Services- Senior Services Director Dawn Johnson
This item will be placed on the June 3, 2021, Voting Session Agenda.
3. Presentation of Request for Fire Safety Fundraiser- Emergency Services Director Danny Thompson
This item will be added to the May 20, 2021, Voting Session Agenda.
4. Presentation of Request for Funding of Fire Hydrants- Emergency Services Director Danny Thompson
This item will be placed on the June 3, 2021, Voting Session Agenda.
5. Presentation of Fire Station 2 Sanitary Sewer Easement Request for Emergency Repair- Public Works Director Denise Farr
This item will be added to the May 20, 2021, Voting Session Agenda.
6. Presentation of Application for Parade and Assembly - *Dawson County News' Taste of Dawson* - Planning & Development Director Jameson Kinley
This item will be added to the May 20, 2021, Voting Session Agenda. (The event's name is now Flavors of North Georgia.)

7. Presentation of Comprehensive Plan Update- Planning & Development Director Jameson Kinley
This item will be placed on the June 3, 2021, Voting Session Agenda for consideration to move forward with a public hearing.
8. Presentation of Board Appointments:
 - a. **Joint Development Authority**
 - i. Mandy Power- *replacing Christie Moore* (Term: June 2021 through December 2022)
 - ii. Brian Trapnell- *reappointment* (Term: June 2021 through December 2024)*This item will be placed on the June 3, 2021, Voting Session Agenda.*
9. County Manager Report
This item was for information only.
10. County Attorney Report
County Attorney Dodson had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MAY 20, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Patrick Dodson; County Clerk Kristen Cloud; and interested citizens of Dawson County.

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on May 6, 2021. Satterfield/Dooley

Motion passed 4-0 to approve the Minutes of the Voting Session held on May 6, 2021. Fausett/Gaines

Motion passed 4-0 to approve the Minutes of the Special Called Meeting held on May 11, 2021. Fausett/Satterfield

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda with the following change:

- Move No. 4 under New Business - Consideration of 2021-2022 Dawson County Proposed Healthcare Package - to become the first item under New Business; and
- Addition of Nos. 6, 7, 8 and 9 under New Business:
 - Department Restructure Due to New Elections System and Senate Bill 202 Omnibus Elections Bill
 - Request for Fire Safety Fundraiser
 - Fire Station 2 Sanitary Sewer Easement Request for Emergency Repair
 - Application for Parade & Assembly – *Dawson County News*’ Flavors of North Georgia

Gaines/Fausett

PUBLIC COMMENT:

None

ZONING:

ZA 21-09 - Tim Hamby requests to rezone TMP 106-051, 106-051-015 and 106-051-014 from RA (Residential Agriculture) and VCR (Vacation Cottage Restrictive) to RSR (Residential Sub-Rural) for the purpose of combining and subdividing the parcels per RSR standards.

Chairman Thurmond announced that if anyone contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Planning & Development Director Jameson Kinley said the applicant seeks to rezone the property located off of Dawson Forest Road at Paddock Place in order to combine three parcels to then subdivide into newly created parcels. “Currently, they are 8.97 acres and he wants to subdivide it into four tracts, three of which will be 1 acre and the fourth will be 5.97 acres in total,” said Kinley, who added that the county’s future land use map and comprehensive plan currently designates the area as Commercial Office Institutional. “...As you know we intended on this to be a commercial corridor, but it really did not develop like that,” said Kinley. “It really is a residential corridor in which RSR is the appropriate zoning classification.” Kinley said the Planning Commission recommended approval of the application.

Applicant Tim Hamby said he has sold the larger parcel. “There is a house on it. That’s family land that I grew up on and that’s kind of the last of it,” he said. “My dad is elderly now, and he’s been through some struggles ... He’s lived in the house, so we’re moving him closer to me so I can just be closer to him for the rest of time.”

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 21-09. Dooley/Satterfield

NEW BUSINESS:

Consideration of 2021-2022 Dawson County Proposed Healthcare Package

Motion was made by Commissioner Fausett and seconded by Commissioner Dooley to approve the 2021-2022 Dawson County Proposed Healthcare Package and to move forward with a plan from Cigna.

Motion was made by Commissioner Fausett and seconded by Commissioner Dooley to amend the original motion to discuss healthcare technology engagement tools, like Rightway, and review telehealth options at the June 3, 2021, Board of Commissioners meeting.

The amended motion to discuss healthcare technology engagement tools, like Rightway, and review telehealth options at the June 3, 2021, Board of Commissioners meeting passed 4-0. Fausett/Dooley

The original motion to approve the 2021-2022 Dawson County Proposed Healthcare Package and to move forward with a plan from Cigna passed 4-0. Fausett/Dooley

Consideration of Application for Parade and Assembly - Five Star NTP North Georgia Triathlon
Motion passed 4-0 to approve an Application for Parade and Assembly - Five Star NTP North Georgia Triathlon, pending Georgia Department of Transportation approval. Gaines/Satterfield

Consideration of Application for Parade and Assembly - Five Star NTP Bootlegger Triathlon
Motion passed 4-0 to approve an Application for Parade and Assembly - Five Star NTP Bootlegger Triathlon, pending Georgia Department of Transportation approval. Satterfield/Fausett

Consideration of Acceptance of Platted Private Roads to Public Roads in Sosebee Creek and Sosebee Pointe Residential Planned Communities

Motion passed 4-0 to deny the Acceptance of Platted Private Roads to Public Roads in Sosebee Creek and Sosebee Pointe Residential Planned Communities. Fausett/Gaines

Motion passed 4-0 to approve by way of a resolution a 30-day emergency moratorium (until June 19, 2021) on acceptance for approval of final subdivision plats that create new roads. Gaines/Dooley

Consideration of Settlement Agreement Between Dawson County and the City of Dawsonville Concerning Special Purpose Local Option Sales Tax

Motion passed 4-0 to approve a Settlement Agreement Between Dawson County and the City of Dawsonville Concerning Special Purpose Local Option Sales Tax. Fausett/Dooley

Consideration of Department Restructure Due to New Elections System and Senate Bill 202 Omnibus Elections Bill

Motion passed 4-0 to approve a Department Restructure Due to a New Elections System and Senate Bill 202 Omnibus Elections Bill. Satterfield/Fausett

Consideration of Request for Fire Safety Fundraiser

Motion passed 4-0 to approve a Request for a Fire Safety Fundraiser. Gaines/Satterfield

Consideration of Fire Station 2 Sanitary Sewer Easement Request for Emergency Repair

Motion passed 4-0 to approve a Fire station 2 Sanitary Sewer Easement Request for Emergency Repair. Dooley/Fausett

Consideration of Application for Parade & Assembly – Dawson County News’ Flavors of North Georgia

Motion passed 4-0 to approve an Application for Parade & Assembly – Dawson County News’ Flavors of North Georgia. Satterfield/Gaines

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss litigation. Fausett/Satterfield

Motion passed 4-0 to come out of Executive Session. Satterfield/Dooley

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **4.15.21**

Prepared By: **Danny Thompson**

Voting Session: **5.6.21**

Presenter: **Danny Thompson**

Public Hearing: Yes No

Agenda Item Title: **Ambulance Billing Ordinance & Policy Change**

Background Information:

In February 2017, Dawson County created and updated its current billing policy. The purpose of this policy was to establish billing and collections procedures for ambulance transports provided by Dawson County Emergency Services. This is done so to lessen the burden on our taxpaying citizens who may not use the service.

Current Information:

We request to amend the ordinance Exhibit A (18-2) by removing the fee schedule, allowing future changes to the ambulance fees to be completed by resolution. There is proposed ambulance rate fee change added as a resolution. Some minor changes needed to be made to the current ambulance billing policy.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve agenda item

Department Head Authorization: DT

Date: 3.12.21

Finance Dept. Authorization: Vickie Neikirk

Date: 4/6/21

County Manager Authorization: David Headley

Date: 4/06/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**AN ORDINANCE TO AMEND CHAPTER 18, SECTION 18-2, OF THE
DAWSON COUNTY CODE OF ORDINANCES REGARDING
EMERGENCY MEDICAL SERVICES FEES; TO PROVIDE FOR AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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. §36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

WHEREAS, the governing authority of Dawson County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance; and

WHEREAS, the Board of Commissioners desires to amend Chapter 18 (Emergency Management and Emergency Services), Section 18-2 (Emergency Medical Services Fees), to remove reference to the specific fees from the Code and to provide that such fees shall, as of the effective date of this Ordinance, be established and amended by resolution of the Board of Commissioners; and

WHEREAS, pursuant to O.C.G.A. § 36-80-19(c), ordinances and amendments shall be printed in substantially the same style as the code currently in effect in Dawson County and such ordinances and amendments shall be suitable in form for incorporation therein; and

WHEREAS, the Board of Commissioners now finds that it is in the public interest to update and amend the existing Chapter 18, Section 18-2, of the Dawson County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED by the Board of Commissioners of Dawson County, Georgia, and it is hereby enacted pursuant to the authority of same as follows:

1. Ordinance Amendments

Chapter 18, Section 18-2, of the Dawson County Code of Ordinances is hereby modified as provided in Exhibit A, attached hereto and by this reference incorporated herein.

2. Severability

It is the express intent of the Dawson County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application

thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

3. Effective Date

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this _____ day of May, 2021.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: _____
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: _____
Kristen Cloud, County Clerk

Vote: Yes: _____
No: _____

Dates of Public Meetings: April 15, 2021 (BOC Work Session)
May 6, 2021 (BOC Voting Session)

EXHIBIT A

[The following text is hereby amended by removing the ~~strickthrough~~ language and inserting the underlined language.]

DAWSON COUNTY CODE OF ORDINANCES
Chapter 18 – EMERGENCY MANAGEMENT AND EMERGENCY SERVICES
ARTICLE I. - IN GENERAL

Sec. 18-2. - Emergency medical services fees.

Fees for services provided by Dawson County Emergency Medical Services shall be established and amended by resolution of the Dawson County Board of Commissioners.

Billing rates for Dawson County Emergency Medical Services shall be as follows:

	SERVICE LEVEL	FEE
(1)	BLS nonemergency	\$350.00
(2)	BLS emergency	\$400.00
(3)	ALS level 1 nonemergency	\$350.00
(4)	ALS level 1 emergency	\$500.00 base rate
(5)	ALS level 2 emergency	\$675.00
(6)	Miles (patient loaded)	\$13.00
(7)	Refusal of transportation with medications	½ of applicable base rate
(8)	Stand by per hour	\$100.00
(9)	Refusal of transportation after receiving medical attention and receiving medication	½ of applicable base rate

**A RESOLUTION BY THE DAWSON COUNTY BOARD OF
COMMISSIONERS TO ESTABLISH FEES FOR SERVICES PROVIDED
BY DAWSON COUNTY EMERGENCY MEDICAL SERVICES**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, Section 18-2 of the Dawson County Code of Ordinances states that fees for services provided by Dawson County Emergency Medical Services shall be established and amended by resolution of the Dawson County Board of Commissioners; and

WHEREAS, pursuant thereto, the Board of Commissioners desires to establish such fees.

NOW, THEREFORE, BE IT RESOLVED that the fees for services provided by Dawson County Emergency Medical Services are hereby established as stated in Exhibit A, attached hereto and by this reference incorporated herein.

Be it resolved this _____ day of April, 2021.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: _____
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: _____
Kristen Cloud, County Clerk

Vote: Yes: _____
No: _____

Exhibit A

Dawson County Emergency Medical Services Fees

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$550.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$850.00
Advanced Life Support (ALS) (Level 2)	\$1,000.00
Basic Life Support (BLS) (Non-Emergency)	\$475.00
Basic Life Support (BLS) (Emergency)	\$675.00
Treatment/No Transport	\$300.00
Mileage (Loaded Per Mile)	\$15.00
Non-Sufficient Funds Fee	\$35.00
Finance Charge (for invoice not paid within 180 days)	1.0% of balance each month

Ambulance Billing Rates Comparison

Description of Charge	Current	Proposed	Medicare
ALS Level II (AO433)	\$675.00	\$1,000.00	\$984.69
ALS Level I Emergency (AO427)	\$500.00	\$850.00	\$680.35
ALS Level I Non-Emergency	\$350.00	\$550.00	\$429.68
BLS Emergency (AO429)	\$400.00	\$675.00	\$572.91
BLS Non-Emergency	\$350.00	\$475.00	\$358.07
Mileage (Loaded Per Mile)	\$13.00	\$15.00	\$12.60
Non-Sufficient Funds Fee	\$35.00	No Change	\$ -
Treatment/Non-transport	\$ -	\$300.00	\$ -

Ambulance Billing Rates Comparison with Surrounding Counties

Description of Charge	Dawson	Cherokee	Lumpkin	Pickens	Habersham	Hall
ALS Level II (AO433)	\$675.00	\$650.00	\$1,096.00	\$800.00	\$1,000.00	\$775.00
ALS Level I Emergency (AO427)	\$500.00	\$600.00	\$840.00	\$700.00	\$800.00	\$775.00
ALS Level I Non-Emergency	\$350.00	\$600.00	\$535.00	\$600.00	\$600.00	\$775.00
BLS Emergency (AO429)	\$400.00	\$500.00	\$645.00	\$500.00	\$700.00	\$775.00
BLS Non-Emergency	\$350.00	\$500.00	\$430.00	\$400.00	\$500.00	\$775.00
Mileage (Loaded Per Mile)	\$13.00	\$11.00	\$12.60	\$12.00	\$15.00	\$12.00
Treatment/Non-transport	\$ -	N/A	\$300.00	\$350.00	N/A	\$300.00

Proposed
\$1,000.00
\$850.00
\$550.00
\$675.00
\$475.00
\$15.00
\$300.00

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

POLICY DATE: _____, 2021

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to recover costs for the program and to lessen the burden on taxpaying citizens who may not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor, who is authorized to invoice financially responsible parties for services rendered according to the fee schedule and subject policies. These policies generally apply to pre-hospital emergency services and ancillary medical services provided by DCES.

3.0 DEFINITIONS

- a. Advanced Life Support (ALS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services, and the administration of at least one (1) ALS intervention. This includes all basic life support measures, plus invasive medical procedures, including intravenous therapy, intraosseous therapy, administration of anti-arrhythmic medications and other specified drugs, medications, and solutions; use of advanced adjunctive ventilation devices and techniques to provide ventilator support to include endotracheal intubation and chest decompression; the use of a cardiac monitor for the purpose of manual defibrillation, cardio version, and/or cardiac pacing, and other procedures that may be authorized by state law and performed under medical control.
- b. Basic Life Support (BLS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services and either a BLS assessment by ALS or BLS personnel, or the provision of at least one (1) BLS intervention or transport. Generally limited to airway maintenance, CPR, hemorrhage control, splinting of suspected fractures, management of spinal injury, basic vital and signs assessment.
- c. Billing Contractor: A third party company licensed and contracted to provide ambulance billing services for Dawson County.
- d. Financially Responsible Party: The party that has responsibility for all or a portion of the patient's healthcare costs; includes health insurance, the patient directly, a guardian or other guarantor, or other third party that is not a health insurance plan.
- e. Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996; as amended.
- f. Insurer: The party in an insurance contract undertaking to pay compensation. This may include Medicaid, Medicare, Tricare, and private insurance companies.

- g. Mileage (loaded): The number of miles for which the patient is transported in the ambulance vehicle.
- h. Patient: A person receiving emergency medical care by DCES.
- i. Patient Care Report (PCR): A legal document used to collect essential elements of patient assessment, care, insurance, and transport. The electronic copy is known as an EPCR.

4.0 **EMERGENCY MEDICAL SERVICES FEE SCHEDULE**

The following is the schedule of fees and charges:

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$550.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$850.00
Advanced Life Support (ALS) (Level 2)	\$1,000.00
Basic Life Support (BLS) (Non-Emergency)	\$475.00
Basic Life Support (BLS) (Emergency)	\$675.00
Treatment/No Transport	\$300.00
Mileage (Loaded Per Mile)	\$15.00
Non-Sufficient Funds Fee	\$35.00
Finance Charge (for invoice not paid within 180 days)	1.0% of balance each month

5.0 **BILLING PROCEDURES**

- a. Intake of patient information will be performed by DCES personnel in compliance with HIPAA policies.
- b. Patient Care Reports (PCRs) will be submitted electronically to the billing contractor by DCES personnel who provided the patient care.
- c. The billing contractor will promptly file claims within (3) days with insurers upon receiving appropriate information from the patient or financially responsible party.
- d. If no insurance information can be obtained, or if the patient is uninsured, patient may submit an application for a financial hardship or arrange a payment plan.
- e. Once the insurer has remitted payment, it will be the responsibility of the billing contractor to invoice the patient, or financially responsible party, for remaining charges.
- f. The billing contractor will invoice the patient for services provided by DCES.
 - i. Following the initial invoice, the billing contractor will provide four (4) monthly statements during the billing cycle.
 - ii. The billing contractor will attempt to contact the patient fifteen (15) days before the billing cycle ends to request payment or arrange a payment plan.
- g. Where no application for financial hardship or waiver has been made, any outstanding account balance over one hundred and eighty (180) days old will have a one percent (1.0%) finance charge added to the balance **each calendar month thereafter**.
- h. If a patient or financially responsible party makes a partial payment or arranges a payment plan, the billing cycle will be extended and the finance charge will be delayed for an additional ninety (90) days.

- i. After one hundred eighty (180) days, any outstanding account balance will be classified as delinquent and sent to a collection agency selected and approved by the County.
- j. The billing contractor shall submit monthly statements and operations reports to the County.

6.0 PAYMENT

- a. The patient or financially responsible party may submit appropriate payment by phone, postal mail, or online. Acceptable forms of payment include personal check, money order, or credit card.
- b. All checks rendered with non-sufficient funds (NSF) will have the authorized fee added to their account balance.

7.0 FINANCIAL HARDSHIPS & PAYMENT PLANS

- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, a waiver may be granted upon application, based on the most recent poverty guidelines of the United States Department of Health and Human Services.
- b. If a patient does not meet the poverty guidelines, the patient may, upon application, be approved for a payment plan based on their ability to pay.
- c. Patients or financially responsible parties who receive approval for a payment plan shall make minimum payments based on their ability to pay until the balance is paid in full.
- d. All documentation for hardships and payment plans are subject to confidentiality.

8.0 ADJUSTMENTS & WRITE-OFFS

- a. The County authorizes the billing contractor to write-off or adjust for the following accounts:
 - i. All Medicaid, Medicare, or other Federal Government sponsored contractual adjustments.
 - ii. Balances after Medicare for local Medicare recipients who have indicated their inability to pay their outstanding balance.
- b. After past due accounts are sent to the contracted collections agency and all efforts to collect the past due amount have been exhausted, the accounts will be written off as bad debt. **Only accounts that remain outstanding 180 days after being transferred to collections will be considered for write off.** The total amount to be written off will be presented to the Board of Commissioners for their approval of the write off.

9.0 EXEMPTIONS

Exemptions for fees and charges will be granted only for County employees who receive emergency medical care and/or ambulance transport while on duty.

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of the list from the billing contractor.
- b. In the event that the County receives a request for a refund or is assessed an overpayment by any payer, the County shall notify the billing contractor of the request/assessment within fourteen (14) days.
- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

11.0 COLLECTIONS PROCEDURES

After one hundred **eighty (180) days**, any outstanding account balance will be classified as delinquent and sent to a collection agency selected and approved by the County.

12.0 CITIZEN COMPLAINTS

Resolution of citizen complaints shall generally be addressed by the DCES. If there is no resolution, or if there are complaints arising from conflicts, errors or omissions in this policy, complaints may be referred to the County Manager's office.

13.0 HIPAA COMPLIANCE

The DCES and the billing contractor shall follow all HIPAA guidelines regarding protected health information (PHI) and provide adequate training for all personnel.

14.0 All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

15.0 WRITE OFF POLICY

See Write off policy for details.

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

POLICY DATE: _____, 2021

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to recover costs for the program and to lessen the burden on taxpaying citizens who may not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor, who is authorized to invoice financially responsible parties for services rendered according to the fee schedule and subject policies. These policies generally apply to pre-hospital emergency services and ancillary medical services provided by DCES.

3.0 DEFINITIONS

- a. Advanced Life Support (ALS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services, and the administration of at least one (1) ALS intervention. This includes all basic life support measures, plus invasive medical procedures, including intravenous therapy, intraosseous therapy, administration of anti-arrhythmic medications and other specified drugs, medications, and solutions; use of advanced adjunctive ventilation devices and techniques to provide ventilator support to include endotracheal intubation and chest decompression; the use of a cardiac monitor for the purpose of manual defibrillation, cardio version, and/or cardiac pacing, and other procedures that may be authorized by state law and performed under medical control.
- b. Basic Life Support (BLS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services and either a BLS assessment by ALS or BLS personnel, or the provision of at least one (1) BLS intervention or transport. Generally limited to airway maintenance, CPR, hemorrhage control, splinting of suspected fractures, management of spinal injury, basic vital and signs assessment.
- c. Billing Contractor: A third party company licensed and contracted to provide ambulance billing services for Dawson County.
- d. Financially Responsible Party: The party that has responsibility for all or a portion of the patient's healthcare costs; includes health insurance, the patient directly, a guardian or other guarantor, or other third party that is not a health insurance plan.
- e. Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996; as amended.
- f. Insurer: The party in an insurance contract undertaking to pay compensation. This may include Medicaid, Medicare, Tricare, and private insurance companies.
- g. Mileage (loaded): The number of miles for which the patient is transported in the ambulance vehicle.
- h. Patient: A person receiving emergency medical care by DCES.
- i. Patient Care Report (PCR): A legal document used to collect essential elements of patient assessment, care, insurance, and transport. The electronic copy is known as an EPCR.

4.0 **EMERGENCY MEDICAL SERVICES** FEE SCHEDULE

The following is the schedule of fees and charges:

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$550.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$850.00
Advanced Life Support (ALS) (Level 2)	\$1,000.00
Basic Life Support (BLS) (Non-Emergency)	\$475.00
Basic Life Support (BLS) (Emergency)	\$675.00
Treatment/No Transport	\$300.00
Mileage (Loaded Per Mile)	\$15.00
Non-Sufficient Funds Fee	\$35.00
Finance Charge (for invoice not paid within 180 days)	1.0% of balance each month

5.0 BILLING PROCEDURES

- a. Intake of patient information will be performed by DCES personnel in compliance with HIPAA policies.
- b. Patient Care Reports (PCRs) will be submitted electronically to the billing contractor by DCES personnel who provided the patient care.
- c. The billing contractor will promptly file claims within (3) days with insurers upon receiving appropriate information from the patient or financially responsible party.
- d. If no insurance information can be obtained, or if the patient is uninsured, patient may submit an application for a financial hardship or arrange a payment plan.
- e. Once the insurer has remitted payment, it will be the responsibility of the billing contractor to invoice the patient, or financially responsible party for remaining charges.
- f. The billing contractor will invoice the patient for services provided by DCES.
 - i. Following the initial invoice, the billing contractor will provide four (4) monthly statements during the billing cycle.
 - ii. The billing contractor will attempt to contact the patient fifteen (15) days before the billing cycle ends to request payment or arrange a payment plan.
- g. Where no application for financial hardship or waiver has been made, any outstanding account balance over one hundred and eighty (180) days old will have a one percent (1.0%) finance charge added to the balance **each calendar month thereafter**.
- h. If a patient or financially responsible party makes a partial payment or arranges a payment plan, the billing cycle will be extended and the finance charge will be delayed for an additional ninety (90) days.
- i. After one hundred eighty (180) days, any outstanding account balance will be classified as delinquent and sent to a collection agency selected and approved by the County.
- j. The billing contractor shall submit monthly statements and operations reports to the County.

6.0 PAYMENT

- a. The patient or financially responsible party may submit appropriate payment by phone, postal mail, or online. Acceptable forms of payment include personal check, money order, or credit card. Credit card payments will incur a processing fee.
- b. All checks rendered with non-sufficient funds (NSF) will have the authorized fee added to their account balance.

7.0 FINANCIAL HARDSHIPS & PAYMENT PLANS

- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, a waiver may be granted upon approved application, based on the most recent poverty guidelines of the United States Department of Health and Human Services and Dawson County.
- b. If a patient does not meet the poverty guidelines, the patient may, upon application, be approved for a payment plan based on their ability to pay.
- c. Patients or financially responsible parties who receive approval for a payment plan shall make minimum payments based on their ability to pay until the balance is paid in full.
- d. All documentation for hardships and payment plans are subject to confidentiality.

8.0 ADJUSTMENTS & WRITE-OFFS

- a. The County authorizes the billing contractor to write-off or adjust for the following accounts:
 - i. All Medicaid, Medicare, or other Federal Government sponsored contractual adjustments.
 - ii. Balances owed after Medicare, Medicaid, private insurance or the uninsured for local recipients who have indicated their inability to pay their outstanding balance after approval based on financial hardship requirements.
- b. After past due accounts are sent to the contracted collections agency and all efforts to collect the past due amount have been exhausted, the accounts will be written off as bad debt. Only accounts that remain outstanding 180 days after being transferred to collections will be considered for write off. The total amount to be written off will be presented to the Board of Commissioners for their approval of the write off.

9.0 EXEMPTIONS

As an additional benefit of employment with Dawson County, any individual while employed by Dawson County shall not be charged for any emergency medical care or ambulance transportation service that may be provided to them by Dawson County Emergency Services personnel. This benefit shall apply whether such employee is actively engaged in the performance of their duties of employment or not (i.e., whether on or off work/duty).

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of the list from the billing contractor.
- b. In the event that the County receives a request for a refund or is assessed an overpayment by any payer, the County shall notify the billing contractor of the request/assessment within fourteen (14) days.
- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

11.0 COLLECTIONS PROCEDURES

After one hundred **eighty (180) days**, any outstanding account balance will be classified as delinquent and sent to a collection agency **contracted** and approved by the County.

12.0 CITIZEN COMPLAINTS

Resolution of citizen **billing** complaints shall generally be addressed **by the Fire Chief/Director of Dawson County Emergency Services**. If there is no resolution, or if there are complaints arising from conflicts, errors or omissions in this policy, complaints may be referred to the County Manager's office.

13.0 HIPAA COMPLIANCE

The DCES and the billing contractor shall follow all HIPAA guidelines regarding protected health information (PHI) and provide adequate training for all personnel.

14.0 **DEBT COMPLIANCE**

All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

A RESOLUTION OF THE DAWSON COUNTY BOARD OF COMMISSIONERS EXTENDING AN EMERGENCY MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR REZONING TO THE RESIDENTIAL SUBURBAN 2 (RS2), RESIDENTIAL SUBURBAN 3 (RS3), RESIDENTIAL MULTI-FAMILY (RMF), COMMERCIAL PLANNED COMMUNITY DEVELOPMENT (CPCD) AND MIXED USE VILLAGE (MUV) LAND USE DISTRICTS OF THE DAWSON COUNTY LAND USE RESOLUTION

WHEREAS, the Dawson County Land Use Resolution (“Land Use Resolution”) regulates the use of property located in Dawson County, Georgia (“County”); and

WHEREAS, the Dawson County Board of Commissioners (“Board”) is the governing body of the County, and therefore, is responsible for providing appropriate public infrastructure and services to best serve the public interest, including but not limited to such infrastructure and services associated with current and future development within the County; and

WHEREAS, on February 18, 2021, the Board adopted a temporary, 90-day moratorium (“Moratorium”) on accepting applications to rezone to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts pursuant to the Dawson County Land Use Resolution (“Land Use Resolution”), while the County obtained and considered the implications of a dual purpose study of efficiencies and service delivery costs per zoning category (“Study”); and

WHEREAS, the County has not yet to received the Study; and

WHEREAS, the Georgia Supreme Court has held that a moratorium with respect to application of a zoning ordinance may be put in place for a reasonable period of time without the necessity of complying with the notice requirements of the Georgia Zoning Procedures Law; and

WHEREAS, the Board finds a moratorium barring for an additional 30 days (until June 5, 2021), the acceptance of applications for rezoning to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts identified in the Land Use Resolution to be reasonably necessary, the least restrictive means available, a reasonable exercise of the County’s police power, and in the best interests of the public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA, AS FOLLOWS:

1. The Dawson County Board of Commissioners does hereby extend the existing a Moratorium for an additional 30 days (until June 5, 2021), barring the acceptance of applications for rezoning to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts of the Land Use Resolution.

2. The moratorium imposed by this Resolution shall terminate on the earliest date of (1) June 5, 2021; (2) approval by the Dawson County Board of Commissioners of an additional moratorium after a public hearing; or (3) Board action terminating the moratorium within the 30-day period.

3. This Resolution shall be effective upon a majority vote by the Board of Commissioners.

SO RESOLVED this 6th day of May, 2021, the public's health, safety, and welfare demanding it.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: 
Billy Thurmond, Chairman

Attest:

By: 
Kristen Cloud, County Clerk



A RESOLUTION OF THE DAWSON COUNTY BOARD OF COMMISSIONERS EXTENDING AN EMERGENCY MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR REZONING TO THE RESIDENTIAL SUBURBAN 2 (RS2), RESIDENTIAL SUBURBAN 3 (RS3), RESIDENTIAL MULTI-FAMILY (RMF), COMMERCIAL PLANNED COMMUNITY DEVELOPMENT (CPCD) AND MIXED USE VILLAGE (MUV) LAND USE DISTRICTS OF THE DAWSON COUNTY LAND USE RESOLUTION

WHEREAS, the Dawson County Land Use Resolution (“Land Use Resolution”) regulates the use of property located in Dawson County, Georgia (“County”); and

WHEREAS, the Dawson County Board of Commissioners (“Board”) is the governing body of the County, and therefore, is responsible for providing appropriate public infrastructure and services to best serve the public interest, including but not limited to such infrastructure and services associated with current and future development within the County; and

WHEREAS, on February 18, 2021, the Board adopted a temporary, 90-day moratorium (“Moratorium”) on accepting applications to rezone to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts pursuant to the Dawson County Land Use Resolution (“Land Use Resolution”), while the County obtained and considered the implications of a dual purpose study of efficiencies and service delivery costs per zoning category (“Study”); and

WHEREAS, on May 6, 2021, the Board adopted a resolution extending the Moratorium for an additional thirty (30) days; and

WHEREAS, on June 3, 2021, the Board conducted a public hearing to consider the possible extension of the Moratorium; and

WHEREAS, the Board finds a moratorium barring for an additional ____ days (until _____), the acceptance of applications for rezoning to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts identified in the Land Use Resolution to be reasonably necessary, the least restrictive means available, a reasonable exercise of the County’s police power, and in the best interests of the public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA, AS FOLLOWS:

1. The Dawson County Board of Commissioners does hereby extend the existing a Moratorium for an additional ____ days (until _____), barring the acceptance of applications for rezoning to the Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV) land use districts of the Land Use Resolution.

2. The moratorium imposed by this Resolution shall terminate on the earliest date of (1) _____; (2) approval by the Dawson County Board of Commissioners of an additional moratorium after a public hearing; or (3) Board action terminating the moratorium within the 30-day period.

3. This Resolution shall be effective upon a majority vote by the Board of Commissioners.

SO RESOLVED this 3rd day of June, 2021, the public's health, safety, and welfare demanding it.

DAWSON COUNTY BOARD OF COMMISSIONERS

By: _____
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: _____
Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: May 20, 2021

Prepared By: Dawn Johnson

Voting Session: June 3, 2021

Presenter: Dawn Johnson

Public Hearing: Yes NoX

Agenda Item Title: Approval of FY 2022 Legacy Link Contract

Background Information:

Contract allows for county to receive federal/state funds for meals served to senior clients, daily management expenses at the center, and respite care.

Current Information:

FY 2022 Contract: federal/state funds - \$199,045; county match - \$460,839.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve the FY 2022 Legacy Link Contract.

Department Head Authorization: Dawn Johnson

Date: 5-7-2021

Finance Dept. Authorization: Vickie Neikirk

Date: 5/12/21

County Manager Authorization: David Headley

Date: 5/12/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



April 28, 2021

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

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the Nutrition Program Services Contract for FY-2022 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2021 – June 30, 2022.

After the contracts have been reviewed and approved, **please sign, and notarize both copies and return both copies to The Legacy Link, Inc.**, Ms. Melissa Armstrong, Chief Executive Officer/AAA Director 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 email me at lgearls@legacylink.org. We are pleased to continue working with the Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

A handwritten signature in cursive script that reads "Linda Earls Clark".

Linda Earls Clark
Financial Specialist

Enclosure

Parties: The Legacy Link, Inc.
P.O. Box 1480
4080 Mundy Mill Road
Oakwood, Georgia 30566
Phone No: 770-538-2650

Dawson County Commission
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2021 to June 30, 2022

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2021 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, and Nutrition Screening services in Dawson County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2021 to 12:00 Midnight, Eastern Daylight Time, June 30, 2022.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Dawson County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 9,200 units of congregate nutrition services to 80 elderly persons, 31,100 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Alzheimer Respite Services for elderly persons in Forsyth County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2021 to June 30, 2022. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,925 units of Alzheimer Respite services to 5 persons in Dawson County. The hours of operation for Alzheimer Respite services are Mondays, Tuesdays and Wednesday from 10:00 a.m. to 02:00 p.m.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2021 to June 30, 2022.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2021.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2021.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2021, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty Thousand One Hundred Seventy Four Dollars (\$60,174.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Sixteen Thousand Eight Hundred Sixty Four Dollars (\$16,864.00) and federal and state funds for home-delivered meals in the amount of Forty Eight Thousand Five Hundred Fifteen Dollars (\$48,515.00).

(d) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Sixteen Thousand Two Hundred Fifty Eight Dollars (\$16,258.00)

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Four Hundred Twenty Four Dollars (\$4,424.00) will be available for nutrition site operations, and One Thousand Eight Hundred Six Dollars (\$1,806.00) for Alzheimer services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 9,200 congregate and 31,100 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Nineteen Thousand Five Hundred Sixty Eight Dollars (\$19,568.00) for congregate meals and Seventy Five Thousand Eight Hundred Eighty Five Dollars (\$75,885.00) 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 Three Hundred Nineteen Thousand Eight Hundred Six Dollars (\$319,806.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that

the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2021 to June 30, 2022.

(b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must

not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition,

description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and

transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring

agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex I that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

*****space left blank intentionally*****

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/AAA Director

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 BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **05.20.21**

Prepared By: **Danny Thompson**

Voting Session: **6.3.21**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Funding Fire Hydrants**

Background Information:

Etowah Water & Sewer is expanding its service of water. It is upgrading the existing water line on Price Road. It also will add a line on Henry Grady up to Redmon Ridge.

Current Information:

We request funding for the proposed addition of 7 new fire hydrants in the above listed service delivery areas. These additions provide valuable water in areas that have limited or no water currently. We request that this purchase of \$25,760 be funded from fund balance.

Budget Information: Applicable: _____ Not Applicable: **X** Budgeted: Yes _____ No **X**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: DT

Date: 5.4.21

Finance Dept. Authorization: Vickie Neikirk

Date: 5/11/21

County Manager Authorization: David Headley

Date: 5/11/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 05/20/2021

Prepared By: Harmony Gee

Voting Session: 6/3/2021

Presenter: Jameson Kinley

Public Hearing: Yes No

Agenda Item Title: Presentation of Update to the Dawson County Comprehensive Plan

Background Information:

The Comprehensive Plan was last updated in 2018.

Current Information:

With the update to the Land Use Resolution and the addition of two new residential and one commercial zoning classifications, the plan is in need of an update.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 5/11/21

County Manager Authorization: David Headley

Date: 5/11/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS Planning and Development

May 10, 2021

Planning

Chairman Billy Thurmond, Dawson County Board of Commissioners

Zoning

Re: Dawson County Comprehensive Plan

Code Enforcement

Sir,

GIS

In accordance with the regulations set forth by the State of Georgia regarding updating of a comprehensive plan, I have requested a public hearing to initiate our update process.

Building Permits
and
Inspections

As you are aware the current comprehensive plan for Dawson County was adopted January 24th 2019. The Georgia Department of Community Affairs requires that a comprehensive plan be updated every five years with the next update required by October 31, 2023.

Business Licenses

The Dawson County Planning and Development staff respectfully request your approval to begin an update of the comprehensive plan now. While an update is not required at this time, several critical elements of our current plan require attention. As you are aware the current plan was adopted in the midst of major staff transitions within the Planning Department, these transitions coupled with the required due date for the plan update lead to a document that lacks the depth of its predecessors.

Alcohol Licenses

911 Mapping

Additionally, it is becoming increasingly apparent that the ridged structure of a future land use map prevents plasticity in the zoning process and does not reflect the organic growth Dawson County is experiencing. The idea of a comprehensive plan is to manage, direct and nurture growth in a way that the citizen's wishes for the county's future can be best accomplished. Future Land Use Maps have become more and more contrary to this goal. We shall therefore be directing our efforts into creating a comprehensive character area map for Dawson County.

Animal Control

Character areas, as defined by DCA are specific geographical areas that meet the following criteria:

- They have unique or special characteristics;
- They have potential to evolve into a unique area when provided specific and intentional guidance; or
- They require special attention due to unique development issues.

Dawson County has several distinct character areas which exist due to and sometimes regardless of our (the governmental body's) regulatory effect. These areas have unique features, unique peoples and or unique geographical boundaries. Each has a special

Dawsonville County
Government Center
25 Justice Way
Suite 2322
Dawsonville, GA 30534
Phone 706-344-3604
Fax 706-344-3652



Planning

Zoning

Code Enforcement

GIS

Building Permits
and
Inspections

Business Licenses

Alcohol Licenses

911 Mapping


Animal Control

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Fax 706-344-3652

essence, a unique appeal and each has unique problems which require the encouraging touch of planning in order to facilitate quality growth over time.

For those who might be less inclined to proceed with a change to the comprehensive plan due to the relative newness of the current one may I quote President Dwight Eisenhower, who said, "planning is everything, the plan is nothing." We must always be ready to throw out the bathwater when we can no longer see the baby and start fresh. We must always be ready to step back, rethink and rework a plan. No plan can stand on its own, it must be watered and pruned or it is nothing but weeds.

Sincerely,


Robbie Irvin
County Planner

Cc: Jameson Kinley, Director, Planning and Development
Harmony Gee, Zoning Administrator
Kristen Cloud, County Clerk
David Headley, County Manager
Dawson County Board of Commissioners

2021 Comprehensive Plan Update Project Timeline

Milestones

No.	Column1	date	Milestone
1		5/5/2021	Clock Starts
		5/19/2021	Comp Plan Committee Meeting
		5/20/2021	BOC Work Session
		6/3/2021	BOC Public Hearing
		6/28/2021	Comp Plan Committee Meeting
		6/28/2021	Citizen Survey Questions Finalized
		7/12/2021	Comp Plan Committee Meeting
		7/12/2021	Public Input Received From Survey
		7/19/2021	Comp Plan Committee Meeting
		7/19/2021	Citizen Input Reviewed
		7/26/2021	A.M. Public Meeting
		8/2/2021	Comp Plan Committee Meeting
		8/2/2021	Citizen Input Reviewed
		8/2/2021	Draft Comp Plan
		8/2/2021	P.M. Public Meeting
		8/16/2021	Comp Plan Committee Meeting
		8/16/2021	Review Public Meeting Input
		8/23/2021	Comp Plan Committee Meeting
		8/23/2021	Final Draft
		9/21/2021	Planning Commission Meeting
	10/7/2021	BOC Public Hearing	
	10/21/2021	BOC Public Hearing (if necessary)	

Tasks

No.	Start Date	End Date	Task
1	5/5/2021	5/12/2021	Timeline Established
	5/19/2021	8/23/2021	Comp Plan Committee Meetings Survey Results Received and Draft Plan Established
	6/21/2021	7/19/2021	Plan Established
	7/26/2021	8/23/2021	Public Input Meetings and Final Draft
	9/1/2021	9/21/2021	Planning Commission
	10/1/2021	10/21/2021	BOC Public Hearings
	10/22/2021	12/31/2021	Comp Plan Signed and Implimented

Dawson County

Character Areas

Legend

- Big Canoe
- Big Savannah
- Blue Ridge Residential
- Chestatee
- County Meets City
- Etowah Valley
- Foothills Agricultural
- High-Residential South
- Kilough
- Mountain Living
- Nix
- North 400 Commercial
- South 400 Commercial
- The Cove
- Toto
- War Hill Lakeside
- Westward

Google Earth

© 2021 Google

Dawson

State Route 9e

19

400

53

51

60

136

249



9 mi

**INTERGOVERNMENTAL AGREEMENT FOR SHARED PARKING AT COUNTY
FACILITIES IN DAWSONVILLE**

The City of Dawsonville (hereinafter “City”), and Dawson County (hereinafter “County”) (collectively “parties”) hereby enter into this intergovernmental agreement (the “Agreement”) as follows:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, authorizes the parties to enter into an agreement for the joint use of facilities, but such contracts must deal with activities, services, or facilities that the parties are authorized by law to undertake or provide;

WHEREAS, the parties are authorized to provide streets, roads, and parking facilities pursuant to Article IX, Section II, Paragraph III of the Constitution; and

WHEREAS, the parties recognize the benefits that will result from increasing the number of available parking spaces available for public use in downtown Dawsonville;

NOW THEREFORE, in consideration of the mutual benefits to the parties hereto and all of the citizens they represent and other good and valuable consideration as set forth herein below, the parties enter into this Agreement upon the following terms, conditions, and stipulations:

1. City Parking Use of Dawson County Parking Facilities

- A. The parties acknowledge that the County owns certain parking lots and parking spaces within the corporate limits of the City of Dawsonville, and acknowledge that during the term of this Agreement the County may (in its sole discretion) acquire or develop additional parking lots and parking spaces within the corporate limits of the City of Dawsonville. All such lots and spaces, as they currently exist or as they may be developed or modified in the future, shall be deemed the “Parking Facilities” for purposes of this Agreement. The Parking Facilities specifically exclude any parking spaces or lots that are fenced off or restricted by signage as reserved for a public safety/public health purpose, including without limitation, restricted-access spaces associated with the County courthouse/jail. Nothing in this Agreement will prevent the County from restricting, relocating or modifying any of the Parking Facilities in its sole discretion.
- B. Except as otherwise provided for in this Agreement, the County shall make the Parking Facilities available for City parking uses at all times other than: (1) normal County business hours; (2) during special County events, to the extent events may require space or parking at one or more Parking Facilities; and (3) as access may be limited by the County for public safety purposes or for repairs or alterations to the Parking Facilities.
- C. Normal County business hours are defined as Monday through Friday (excluding County holidays) during the published hours of the County facility served by the applicable Parking Facility, and if none, then 8:30am until 5pm. Allowable City parking uses of the Parking Facilities include the parking of City vehicles and the

opening of the Parking Facilities to the public for general public parking.

2. Restrictions on Use

Use of the Parking Facilities by City and the public shall be subject to any rules and regulations promulgated by the County for public safety and public order, provided that such rules shall not unreasonably interfere with the intended purpose of this Agreement, which is to expand the public's ability to access free parking in downtown Dawsonville.

3. Special Events and Other Special Uses

At least once a year, the parties shall coordinate to develop a calendar of dates on which the Parking Facilities may be specially impacted, such as special events where intensive use of the Parking Facilities is anticipated, and dates on which County repair/maintenance will take place. If not reflected on the calendar, and except in emergency situations, each party shall provide at least one week's advance (informal) notice to the other party of any event that would significantly impact the use of the Parking Facilities. The City shall promptly clean up the applicable Parking Facilities after a major City event, to the condition existing prior to the event.

4. Term of Agreement

The term of this Agreement shall be for the length of the imposition of the SPLOST VII tax, which is anticipated to begin on July 1, 2021 and end on June 30, 2027. With mutual written agreement of the parties, this Agreement may be extended for any number of five-year renewal terms.

5. Miscellaneous

- A. If any disputes or issues arise in connection with this Agreement, either party shall have the right to demand a meeting of the City Manager and County Manager, who shall work in good faith to resolve the dispute. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia.
- B. In general, performance of this Agreement may be informally coordinated between the designees of each party. Formal notice, to the extent required, shall be sent via hand delivery, certified mail, or national overnight commercial carrier to the then-current office address of the City Manager or County Manager, as applicable.
- C. This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in writing properly executed by both parties.
- D. The brief capitalized and underlined headings or titles preceding each section are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement, and such headings or titles shall be disregarded in the construction of this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending

portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

- E. No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by any other party hereto with the terms and conditions of this Agreement.
- F. The parties have cooperated in the preparation of this Agreement. Hence, should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- G. This Agreement may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
- H. This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- I. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the party claiming the benefit of this provision; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, pandemic, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- J. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the parties' elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any default or breach by the parties or for any amount which may become due by the parties under the terms of this Agreement. The parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

This ____ day of _____, 2021.

CITY OF DAWSONVILLE

By: _____
Mike Eason, Mayor

Attest: _____
City Clerk

DAWSON COUNTY

By: _____
Billy Thurmond, Chairman

Attest: _____
County Clerk

**STATE OF GEORGIA
COUNTY OF DAWSON**

**SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this ____ day of _____, 2021 by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation. The County and the City do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a one percent County Special Purpose Local Options Sales Tax (the “SPLOST”) for purposes of financing capital outlay projects for the use and benefit of the County and the qualified cities within the County; and

WHEREAS, the County and the City met together on November 17, 2020, to discuss possible projects for inclusion in the SPLOST referendum in substantial conformity with the requirements of Section 48-8-111(a) of the Act; and

WHEREAS, Section 48-8-111(a)(1) of the Act authorizes capital outlay projects that may be funded by the County or one or more “qualified municipalities” within the special district of the County; and

WHEREAS, the County and the City desire to execute an intergovernmental agreement memorializing their agreement on the SPLOST;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the City as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

(a) The City is a legally chartered municipal corporation as defined by law and judicial interpretation and is a “qualified municipality” as such term is defined in the Act. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the City approved the execution of this Agreement.

(b) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in

compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(c) It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior event: the collection of SPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The SPLOST shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$60,000,000.00 (sixty million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue). The parties agree to split the amount actually collected on the following basis: first, to the County for purposes of funding a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million; then 88% to the County and 12% to the City (subject to the funding distribution process set forth in Section 7(c)). The tax shall be imposed for a period of six (6) years with collections beginning on July 1, 2021.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the expenditure by the County and the City of the last dollar of money collected from the SPLOST even if such expenditure is made after the expiration of the SPLOST.

Section 5. Projects, Priority and Order of Funding.

- (a) All capital outlay projects to be funded in whole or in part from SPLOST proceeds (the “Projects”) are listed in Exhibit A for the City and Exhibit B for the County, which exhibits are attached hereto and made part of this Agreement.
- (b) Within each party’s Project list, all Projects shall be deemed to have equal priority and the Projects may be funded in any order in the discretion of the responsible party. All Projects described in this Agreement shall be funded from proceeds from the SPLOST, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects, then each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall, and/or to eliminate the last-funded Project(s) if funding is insufficient. Neither party shall have the obligation to fund any Project from non-SPLOST revenues. (Nothing in this Agreement shall be deemed to control or supersede any other agreement between the County and City that may describe a party’s commitment to fund a Project or a commitment as to the timeline of completion of such Project.)

Section 6. SPLOST Funds; Separate Accounts; No Commingling.

- (a) A special fund or account shall be created by the County and designated as the 2021

Dawson County Special Purpose Local Option Sales Tax Fund (“County SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) The City shall create a special fund to be designated as the 2021 Dawsonville Special Purpose Local Option Sales Tax Fund (“City SPLOST Fund”). The City shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.

(c) All SPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, SPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of SPLOST Proceeds.

(a) Upon receipt by the County of SPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County SPLOST Fund. The monies in the County SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the County capital outlay projects listed in Exhibit B or, where applicable, disbursed to the City as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the SPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the SPLOST proceeds in the County SPLOST Fund, shall, within 10 business days, disburse any SPLOST proceeds due to the City according to subsection (c) and the City shall promptly deposit such funds in the City SPLOST Fund. The monies in the City SPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Projects listed for the City in Exhibit A.

(c) The parties will divide the actual proceeds collected by, first, collecting an amount sufficient to fund a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million. After the first \$8,500,000.00, the City shall receive the next \$1.5 million in SPLOST proceeds which proceeds shall count towards its 12% SPLOST proceeds share. At that point SPLOST proceeds shall be adjusted so that the City receives 8.7% of the SPLOST collections and the County receives 91.3% of the SPLOST collections until such time as their total SPLOST collections after the first \$8,500,000.00 balances out to the City receiving 12% and the County receiving 88%. From that point forward (i.e. after \$50,000,000 in total collections), SPLOST proceeds shall be distributed 88% to the County and 12% to the City. The parties understand that the distribution amounts listed in in Exhibit A and Exhibit B are based on the assumption that the SPLOST raises the estimated amount of \$60,000,000.00 (sixty million dollars) after retention of fees by the Georgia Department of Revenue.

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

- (a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equiptage, and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.
- (b) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-121(a)(2), which requires that certain information be included in the annual audit of the County and the City. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and the City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The City shall provide the County a copy of its annual audit, and the County shall provide the City a copy of the County's annual audit.
- (c) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-122, which requires the publication of annual reports concerning expenditures for the Projects.
- (d) The County and City agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each Project undertaken by the County or City as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

- (a) The County and the City acknowledge that the costs shown for each Project described in Exhibit A and Exhibit B are estimated amounts.
- (b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit B, the County may apply the remaining unexpended funds to any other County Project in Exhibit B.
- (c) If a City Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the City may apply the remaining unexpended funds to any other City Project in Exhibit A.
- (d) The County and the City agree that each approved SPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST collection period. Any SPLOST proceeds held by a County or City at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-121(g)(2).

Section 10. Administration. The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement.

Section 11. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 12. Liability for Noncompliance. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that the one party fails to comply with the requirements of the Act (O.C.G.A. § 48-8-110 et seq.), the other party shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 16. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth; provided however, that the County and City agree and acknowledge that they are entering into this Agreement in conjunction with a Settlement and Release Agreement of even date herewith, and that the execution of this Agreement is material consideration for such Settlement and Release Agreement. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 17. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 18. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

(a) Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534
Attention: County Manager

(b) City of Dawsonville
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Attention: City Manager

[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto agree.

DAWSON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Billy Thurmond, Chairman

Attest:

Kristen Cloud, Clerk _____
Date

CITY OF DAWSONVILLE

(CITY SEAL)

By: _____
Mike Eason, Mayor

Attest:

Beverly A. Banister, City Clerk _____
Date

EXHIBIT A

City of Dawsonville SPLOST VII Project List

Category	Project	Description	Cost Estimate
Roads, Streets, Bridges & Sidewalks	Deep patch repair, milling, repaving of:	Maple Street	\$2,000,000.00
	Deep patch repair, milling & repaving of:	Pearl Chambers Dr, Court, Way	
		Richmond Drive	
		Stegal Place	
		Stonewall subdivision	
		Rain Hill subdivision	
		Burt's Crossing I subdivision	
		Creekstone subdivision Phase I	
	Existing Assset Maintenance		
	Sidewalk Improvements		
	Intersection Improvements		
Land Acquistion	Land Acquisition for various needs	Water/Sewer Easements	\$ 485,000.00
		Farmer's Market expansion	
		Parking Improvements	
		Intersection improvements	
		Parking needs	
		Fargrounds	
		Road Improvements	
Water - Sewer Projects	Construct tertiary waste water plant	Expand sewage capacity	\$2,120,000.00
	Upgrade wells, Water Lines, Lift Stations		
Public Works Facilities & Equipment	Public Works vehicles & equipment	New and replacement	\$ 121,000.00
	Utility Departme vehicles & equipment	New and replacement	
Parks & Recreation	Main Street Park Phases III & IV	Construct picnic shelters	\$ 605,000.00
		Install fitness stations	
		Construct dog park	
		Construct disk golf course	
		Construct Amphitheater	
		Splash pad	
		Misc. trail/amenities	
		Construct maintenance facility	
		Construct bocce ball courts	
		Construct pickle ball facility	
Downtown Revitalization	Downtown Beautification	Street scapes, planters, etc.	\$ 304,000.00
	Additional Parking	Academy Avenue parking	
	Public Restroom	Downtown restroom	
City Hall Facilities	Building maintenance & improvements	Building Improvements	\$ 545,000.00
	Parking	Parking improvements	
TOTAL SPLOST VII			\$6,180,000.00

EXHIBIT B

Dawson County SPLOST VII Project List

Department/Elected Official	Project	Description	Cost Estimate	% of Total SPLOST	
Level 2 Countywide Projects					
Public Safety Projects	New Emergency Operations Center- E911- Emergency Communications System	New construction of EOC and E911 center, and Radio System	\$ 8,500,000.00		
		Total	\$ 8,500,000.00		
				% of Total SPLOST	
Other County Projects					
Information Technology (IT)	IT Infrastructure	Various IT infrastructure upgrades	\$ 1,500,000.00	2.91%	
Administrative Office Renovation	Administrative Building	Renovation of Existing Office Buildings	\$ 500,000.00	0.97%	
Public Safety Vehicles and Equipment	Fire Engine Replacements	Replace three Fire Engines and Equipment	\$ 2,250,000.00	16.60%	
	Ambulance Replacment	Replacemnt of 5 Medunits and equipment	\$ 2,300,000.00		
	Fire Station Replacement	Replace existing fire Stations	\$ 3,000,000.00		
	Training Burn Building Replacement	Replace existing burn building	\$ 1,000,000.00		
Sheriff Services	Roof on Law Enforcment Center	New roof on LEC	\$ 400,000.00	6.60%	
	Courthouse Security Upgrades	New Courthosue security upgrades and replacement	\$ 1,500,000.00		
	Sheriff Vehicles and Equipment	New vehicle and equipment replacment	\$ 1,500,000.00		
Public Works	Public Works Vehicles and Equipment	New Vehicles and Equipment replacments	\$ 2,500,000.00	36.70%	
	County Road and Culvert Projects	Exisiting asset Road improvement projects	\$ 16,400,000.00		
County Adminisrtation	Vehicle and Equipment Replacement	New/Replacement Vehicles	\$ 1,500,000.00	4.08%	
	Fueling Center	New Fueling Center	\$ 600,000.00		
Park and Recreation	Veterans Park Improvements	Playground Replacement	\$ 450,000.00	11.20%	
		Football field Artificial Turf	\$ 900,000.00		
		Multipurpose Field Artificial Turf	\$ 1,200,000.00		
	Rock Creek Park Improvemnets	Playground Replacement	\$ 450,000.00		
		New Small Playground	\$ 325,000.00		
		Special Needs Baseball/Softball Field	\$ 400,000.00		
		Asphalt parking/trail replacement	\$ 850,000.00		
		War Hill Park Improvements	New playground	\$ 300,000.00	
		Replacement Fishing Pier	\$ 200,000.00		
	Etowah River Road Canoe Park	Paving	\$ 400,000.00		
		Primitive Hiking Trails	\$ 295,000.00		
		Canoe Launch	\$ 100,000.00		
Public Health	New Public Health Building	New construction of Public Health building	\$ 2,500,000.00	4.85%	
Development Authority	Industrial Park Expansion	Industrial Park expansion and site improvements	\$ 2,000,000.00	3.88%	
		Total Dawson County Projects Costs	\$ 45,320,000.00		
		Total City of Dawsonville Project Costs	\$ 6,180,000.00		
		Total SPLOST VII	\$ 60,000,000.00		