

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, DECEMBER 3, 2015  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on November 19, 2015

**G. APPROVAL OF AGENDA**

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

\*Anyone wishing to speak at the Voting Session on any of the items below must notify the County Clerk five (5) days in advance of the scheduled meeting.

**I. ALCOHOL LICENSE**

**J. ZONING**

**K. PUBLIC HEARING**

- [1.](#) Resolution to transmit a draft Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission for regional review pursuant to the Georgia Planning Act of 1989 and Development Impact Fee Compliance Requirements (*1st of 1 hearing*)
- [2.](#) Road Abandonment - Portions of Gordon Moss Road - To accommodate relocation of Gordon Moss Road (*1st of 1 hearing*)

**L. UNFINISHED BUSINESS**

**M. NEW BUSINESS**

- [1.](#) Consideration of FY 2016 IGA with Hall County for Public Defender Services
- [2.](#) Consideration of FY 2016 State Public Defender Contract
- [3.](#) Consideration of Sheriff's Office Budget Transfer Request
- [4.](#) Consideration of ACCG Workers' Compensation Resolution
- [5.](#) Consideration of Recreational Trails Program Grant Application and Intergovernmental Agreement with the Board of Education

**N. ADJOURNMENT**

**O. PUBLIC COMMENT**

\*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

**Backup material for agenda item:**

Minutes of the Voting Session held on November 19, 2015

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – NOVEMBER 19, 2015  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00PM**

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

**OPENING PRESENTATION:**

Dawson County Citizens' Government Academy Graduation

**INVOCATION:** Chairman Berg

**PLEDGE OF ALLEGIANCE:** Chairman Berg

**ANNOUNCEMENTS:**

Commissioner Swafford announced that the Dawson County High School football team would be playing Spencer High out of Columbus, Georgia Friday night at 7:30 p.m. for the 2<sup>nd</sup> round of play-offs.

Chairman Berg announced there would be a Thanksgiving Luncheon for Dawson County employees on Friday from 11:00 a.m. to 1:30 p.m. at Veterans Memorial Park sponsored by the Dawson County Board of Commissioners.

Chairman Berg announced that Emergency Services Assistant Chief Danny Speaks recently completed a yearlong EMS Directors and Management Leadership Course.

Chairman Berg announced that the Dawson County Finance Department had recently received the GGFOA Certificate of Achievement for the 8<sup>th</sup> year in a row for Financial Reporting.

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on November 5, 2015 as written. Nix/Hamby

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda as written. Fausett/Swafford

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE HEARING:**

None

**ZONING:**

ZA 15-06- Joseph Green has made a request to rezone 1.08 acres from C-HB (Commercial Highway Business) to C-IR (Commercial Industrial Restricted). Joseph Green has also made a request to vary from the Land Use Resolution, Article IV, Section 121-102.2 for a side and rear setback reduction. The property is located at TMP 118-091-001.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Planning and Development Director Rachel Burton explained that the property is currently zoned C-HB and that the applicant has requested it to be rezoned to C-IR for the purpose of operating a slaughterhouse. The property was rezoned to C-HB in 2006, and both Planning and Development Staff and the Planning Commission recommend denial of the application because it does not fit with the future Land Use Plan.

Applicants Haley Green and Geri Neal stated that is their family's intent to operate a processing facility for deer and livestock. Their kill methods would be humane, and they only wish to improve Dawson County since they would be the only processing facility within 60 miles.

Chairman Berg asked if anyone wished to speak in favor of the application. The following spoke:

- Jimmy Couch- *4500 Ledan Extension, Gainesville, Georgia*
- Tim Byrd- *Dawsonville, Georgia*
- Laura Benson- *124 Fern Valley Road, Dawsonville, Georgia*
- Tim Costley- *Chairman, Dawson County Chamber of Commerce Agricultural Committee*
- Brad Weaver- *25 Lawrence Drive, Dawsonville, Georgia*
- Rob Milligan, D.V.M.- *Dawsonville, Georgia*
- Daniel Charles- *Dawsonville, Georgia*
- Jake Malcolm- *Dawsonville, Georgia*

Chairman Berg asked if anyone wished to speak in opposition of the application. The following spoke:

- Charles Tarver- *115 River Overlook Road, Dawsonville, Georgia*
- Tamara Koperda- *254 Blue Heron Bluff, Dawsonville, Georgia*
- Olivia Cariglyn- *28 Knollwood Court, Dawsonville, Georgia*

Motion passed 3-0 to deny ZA 15-06 based upon the future Land Use Plan. Hamby/Nix-Commissioner Swafford abstained.

**PUBLIC HEARING:**

None

**UNFINISHED BUSINESS:**

Consideration of National Reimbursement Group, Inc. (NRG) Settlement and Release Agreement  
Motion passed unanimously to accept the \$5,000.00 settlement as outlined in the National Reimbursement Group, Inc. (NRG) Settlement and Release Agreement. Nix/Fausett

**NEW BUSINESS:**

Consideration of Bid #252-15 IFB Janitorial Supplies

Motion passed unanimously to award Bid #252-15 IFB Janitorial Supplies to the most responsive, responsible bidder, Georgia Janitor Supply out of Cumming, Georgia. Nix/Swofford

Consideration of Bid #257-15 RFP IT Servers

Motion passed unanimously to reject Bid #257-15 RFP IT Servers. Hamby/Fausett

Consideration of FY 16 DHS Coordinated Transportation Contract

Motion passed unanimously to approve the FY 16 DHS Coordinated Contract. Swofford/Hamby

Consideration of FY 17 GDOT 5311 Transit Grant Application

Motion passed unanimously to approve the FY 17 GDOT 5311 Transit Grant Application. Hamby/Nix

Consideration of Firehouse Subs Grant Application

Motion passed unanimously to approve the Firehouse Subs Grant Application. Swofford/Hamby

Consideration of 2015 CIE Annual Update

Motion passed unanimously to move forward with a public hearing on the 2015 CIE Annual Update on December 3, 2015. Swofford/Nix

**ADJOURNMENT:**

**PUBLIC COMMENT:**

Hugh Stowers, Jr.

APPROVE:

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

ATTEST:

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

**Backup material for agenda item:**

1. Resolution to transmit a draft Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission for regional review pursuant to the Georgia Planning Act of 1989 and Development Impact Fee Compliance Requirements (*1st of 1 hearing*)



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Planning & Development

Presenter: Rachel Burton

Submitted By: Rachel Burton

Date Submitted: 11/03/2015

Item of Business/Agenda Title: 2014 CIE (Capital Improvement Element) Annual Update

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

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

Purpose of Request: Update the CIE financial records, short term work program based on FY14 audited figures.

Department Recommendation: Proceed with draft to public hearing and transmit to GMRC for review.

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

Yes Explanation/ Additional Information:

No

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

Yes Explanation/ Additional Information: Informational purposes only.

No

Amount Requested: N/A

Amount Budgeted: N/A

Fund Name and Account Number:

#### Administration Staff Authorization

Dept. Head Authorization: Rachel Burton Date: 11/3/2015

Finance Dept. Authorization: Dena Bosten Date: 11/4/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 11/12/2015

Comments: \_\_\_\_\_





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** CIE (Capital Improvement Element) Annual Update \_\_\_\_\_

**DATE:** 11/3/2015 \_\_\_\_\_

**BUDGET INFORMATION:**

**ANNUAL-** \_\_\_\_\_  
**CAPITAL-** \_\_\_\_\_

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

**COMMISSION ACTION REQUESTED ON:** 11/19/2015 \_\_\_\_\_

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**PURPOSE:** The development impact fee ordinance requires an annual update to the short term work program as well as the financial reports. The update requires a public hearing on the document and then transmittal by resolution to the Georgia Mountain Regional Commission (GMRC) to be reviewed and submitted to the Department of Community Affairs (DCA) for approval.

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**HISTORY:** Planning staff submits the documents annually to the GMRC and DCA for approval to maintain compliance with the development impact fee laws.

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**FACTS AND ISSUES:** No impact fees collections since May 21, 2009. Expenditures have continued annually.

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**OPTIONS:** Approve to have a public hearing 12/3/2015 and approve the transmittal resolution attached.

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**RECOMMENDED SAMPLE MOTION:** Motion to hold public hearing on the FY14 CIE Annual Update on 12/3/2015.

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**DEPARTMENT:** Planning & Development

Prepared by: Rachel Burton \_\_\_\_\_

Director Rachel Burton \_\_\_\_\_

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**Capital Improvements Element  
2015 Annual Update:**

**Financial Report &  
Short Term Work Program**

Dawson County, GA

**DRAFT**

## Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

This Annual Update itself is based on the Dawson County Capital Im-

provements Element, as adopted by the County on July 20, 2006.

## Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the preceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The County’s fiscal year runs from January 1 to December 31. Thus, this financial report is based on the audit prepared for FY 2014. The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 7).

## Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvements—a short

term work program (STWP)—as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Short Term Work Programs annually.”<sup>1</sup>

According to DCA’s requirements,<sup>2</sup> the STWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Short Term Work Program portion of this document, beginning on page 8.

<sup>1</sup> Note that the Compliance Requirements specify that the short term work program is to meet the requirements of Chapter 110-12-1-.04(7)(a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2)(c)(i).

<sup>2</sup> Chapter 110-12-1-.05(2)(c)(i).

**IMPACT FEES FINANCIAL REPORT – DAWSON COUNTY, GA**  
**Fiscal Year 2014**

DAWSON COUNTY		Annual Impact Fee Financial Report - Fiscal Year 2014					
	Libraries	Fire Protection	Detention	Roads	Parks & Recreation	Administration	TOTAL
Service Area	County-wide	County-wide	County-wide	Ga 400 Corridor	County-wide		
<b>Impact Fee Fund Balance January 1, 2014</b>	\$5,327.46	\$3,216.65	\$45,421.99	\$1,201.71	\$67,854.90	(\$11,349.01)	\$111,673.70
<b>Impact Fees Collected (January 1, 2014 through December 31, 2014)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal: Fee Accounts</b>	\$5,327.46	\$3,216.65	\$45,421.99	\$1,207.71	\$67,854.90	(\$11,349.01)	\$111,673.70
<b>Accrued Interest</b>	\$6.92	\$4.18	\$58.96	\$1.56	\$88.08	(\$14.73)	\$144.97
<b>(Impact Fee Refunds)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>(FY 2014 Expenditures)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Impact Fee Fund Balance December 31, 2014</b>	\$5,334.38	\$3,220.83	\$45,480.95	\$1,209.27	\$67,942.98	(\$11,363.74)	\$111,818.67
<b>Impact Fees Encumbered</b>	\$5,334.38	\$3,220.83	\$45,480.95	\$1,209.27	\$67,942.98		\$111,818.67

<b>Public Facility:</b> Library								
<b>Service Area:</b> County-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended to Date</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Collection Materials	2006	2007	\$18,058.93	92.6%	\$16,721.08	\$10,000.00	\$5,319.98	Delayed from 2006
Collection Materials	2007	2007	\$18,604.53	92.5%	\$17,218.04	\$5,000.00		Delayed from 2007
Collection Materials	2008	2008	\$19,130.71	92.6%	\$17,716.20			Delayed from 2008
Collection Materials	2009	2009	\$19,697.39	92.6%	\$18,236.00			
Collection Materials	2010	2010	\$20,274.72	92.6%	\$18,767.42			
Collection Materials	2011	2011	\$24,315.04	92.6%	\$22,520.51			
Collection Materials	2012	2012	\$25,120.79	92.6%	\$23,261.00			
Collection Materials	2013	2013	\$25,944.34	92.6%	\$24,020.68			
Collection Materials	2014	2014	\$26,785.89	92.6%	\$24,799.78			
Collection Materials	2015	2015	\$27,645.59	92.6%	\$25,598.48			
Collection Materials	2016	2016	\$21,330.62	92.6%	\$19,745.10			
Collection Materials	2017	2017	\$22,067.42	92.6%	\$20,429.19			
Collection Materials	2018	2018	\$22,826.74	92.6%	\$21,135.77			
Collection Materials	2019	2019	\$23,609.37	92.6%	\$21,865.61			
Collection Materials	2020	2020	\$24,446.10	92.6%	\$22,631.61			
Collection Materials	2021	2021	\$30,724.87	92.6%	\$28,440.61			
Collection Materials	2022	2022	\$32,049.43	92.6%	\$29,677.41			
Collection Materials	2023	2023	\$33,454.48	92.6%	\$30,974.56			
Collection Materials	2024	2024	\$34,912.04	92.6%	\$32,323.39			
Collection Materials	2025	2025	\$36,424.25	92.6%	\$33,726.03			
Collection Materials	2026	2026	\$28,623.63	92.6%	\$26,503.60			
Collection Materials	2027	2027	\$29,693.35	92.6%	\$27,492.96			
Collection Materials	2028	2028	\$30,797.07	92.6%	\$28,515.77			
Collection Materials	2029	2029	\$31,935.97	92.6%	\$29,573.19			
Collection Materials	2030	2030	\$33,111.25	92.6%	\$30,666.44			
New library space (3,264 sf)	2017	2018	\$664,532.97	100.0%	\$664,532.97	\$80,700.00		2008 land purchase
			<b>\$1,326,117.46</b>		<b>\$1,277,093.41</b>	<b>\$95,700.00</b>	<b>\$5,319.98</b>	

<b>Public Facility:</b> Fire Protection								
<b>Service Area:</b> County-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended to Date</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Engine	2011	2011	\$289,275.69	100.0%	\$289,275.69	\$80,000.00	\$3,216.22	2013 Payment
Tanker	2012	2012	\$123,975.30	100.0%	\$123,975.30			
Aerial	2012	2012	\$850,516.57	100.0%	\$850,516.57			
Engine	2011	2011	\$289,334.28	100.0%	\$289,334.28			
Tanker	2012	2012	\$124,000.41	100.0%	\$124,000.41			
Truck	2008	2008	\$82,033.00	100.0%	\$82,033.00	\$82,033.00		
Engine	2011	2011	\$289,803.41	100.0%	\$289,803.41			
Tanker	2020	2020	\$124,201.46	100.0%	\$124,201.46			
Truck	2008	2008	\$82,033.00	100.0%	\$82,033.00	\$82,033.00		
Engine	2024	2024	\$290,038.27	100.0%	\$290,038.27			
Tanker	2024	2024	\$124,302.11	100.0%	\$124,302.11			
Burn Facility (1,000 sf)	2008	2008	\$180,000.00	100.0%	\$180,000.00	\$183,192.91		
Station 8 (4,900 sf)	2009	2010	\$0.00	100.0%	\$0.00			
Station 9 (4,900 sf)	2010	2010	\$351,388.26	100.0%	\$351,388.26			
Station 10 (4,900 sf)	2020	2021	\$718,928.50	100.0%	\$718,928.50			
Station 11 (4,900 sf)	2024	2025	\$724,642.99	100.0%	\$724,642.99			
			<b>\$4,644,473.24</b>		<b>\$4,644,473.24</b>	<b>\$345,259.91</b>	<b>\$3,216.22</b>	

<b>Public Facility:</b> Detention								
<b>Service Area:</b> County-wide								
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended to Date</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
New Jail	2006	2007	\$10,938,328.34	59.9%	\$6,547,013.60	\$44,899.39	\$45,184.94	
			<b>\$10,938,328.34</b>		<b>\$6,547,013.60</b>	<b>\$44,899.39</b>	<b>\$45,184.94</b>	

<b>Public Facility:</b> Roads		<b>Service Area:</b> Ga 400 Corridor Service Area							
<b>Segment Number and Project Description</b>		<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Maximum Percentage of Funding from Impact Fees</b>	<b>Maximum Funding Possible from Impact Fees</b>	<b>Impact Fees Expended to Date</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
E-1	Carlisle Rd from Forsyth to Whitmire Rd	2013	2014	\$874,246.59	100.0%	\$874,246.59	\$513,000.00	\$1,201.70	<b>Under Construction</b>
W-1	Reeves Rd from county line to Heath Rd	tbd	tbd	\$420,494.21	100.0%	\$420,494.21			
W-1/2	Heath Rd from SR 400 to N-S frontage rd	tbd	tbd	\$333,609.58	100.0%	\$333,609.58			
W-4	Stowers Rd west of SR 400 to N-S frontage rd	tbd	tbd	\$482,463.91	100.0%	\$482,463.91			
W-5/6	Grant Rd from SR 400 to N-S frontage rd	tbd	tbd	\$225,081.84	100.0%	\$225,081.84			
W-6/7	Lumpkin Campground Rd from 400 to frontage rd	tbd	tbd	\$9,386,889.48	100.0%	\$9,386,889.48			
W-10	Gordon Moss Rd from Whitmire to Dawson Forest	tbd	tbd	\$3,069,843.79	100.0%	\$3,069,843.79			
W-10	Whitmire Rd from SR 400 to N-S frontage rd	tbd	tbd	\$312,340.36	100.0%	\$312,340.36			
E-3	N-S frontage rd from Whitmire to Dawson Forest Rd	tbd	tbd	\$198,527.66	100.0%	\$198,527.66			
E-11	Landrum Rd from SR 400 to south turn	tbd	tbd	\$62,450.27	100.0%	\$62,450.27			
W-2	E-W connection #2 from SR 400 to N-S frontage rd	tbd	tbd	\$288,451.79	100.0%	\$288,451.79			
W-4	N-S frontage rd from SR 136 to Stowers Rd	tbd	tbd	\$2,123,713.53	100.0%	\$2,123,713.53			
W-5	E-W connection from SR 400 to N-S frontage rd	tbd	tbd	\$438,453.91	100.0%	\$438,453.91			
W-6	N-S frontage rd from Grant Rd to Campground Rd	tbd	tbd	\$3,355,749.20	100.0%	\$3,355,749.20			
				<b>\$21,572,316.12</b>		<b>\$21,572,316.12</b>	<b>\$513,000.00</b>	<b>\$1,201.70</b>	

<b>Public Facility:</b>		<b>Parks &amp; Recreation</b>						
<b>Service Area:</b>		County-wide						
<b>Project Description</b>	<b>Project Start Date</b>	<b>Project End Date</b>	<b>Local Cost of Project</b>	<b>Percentage of Funding from</b>	<b>Funding Possible from</b>	<b>Impact Fees Expended to Date</b>	<b>Impact Fees Encumbered</b>	<b>Status/Remarks</b>
Recoupment (5.4 acres)	2008	2009	\$93,750.00	100.0%	\$93,750.00			
Future Park (50 acres)	2014	2014	\$1,201,458.98	100.0%	\$1,201,458.98		\$67,759.67	
Future Park (58 acres)	2023	2023	\$677,053.57	100.0%	\$677,053.57			
4 Ball Fields	2014	2014	\$1,052,359.69	100.0%	\$1,052,359.69			
4 Ball Fields	2018	2018	\$1,088,780.52	100.0%	\$1,088,780.52			
6 Ball Fields	2023	2023	\$1,704,126.27	100.0%	\$1,704,126.27			
2 Ball Fields	2030	2030	\$602,890.94	77.7%	\$468,446.26			
7 Soccer Fields	2023	2023	\$1,789,332.58	92.1%	\$1,647,770.81			
2 Football Fields	2018	2018	\$489,951.23	69.3%	\$339,670.94			
2 Tennis Courts	2014	2014	\$84,188.78	100.0%	\$84,188.78			
4 Tennis Courts	2018	2018	\$174,204.88	100.0%	\$174,204.88			
1 Tennis Courts	2023	2023	\$45,443.37	100.0%	\$45,443.37			
2 Tennis Courts	2030	2030	\$96,462.55	26.9%	\$25,920.87			
2 Basketball Courts	2016	2016	\$53,520.76	100.0%	\$53,520.76			
2 Basketball Courts	2022	2022	\$56,323.09	73.3%	\$41,295.39			
5 Volleyball Courts	2016	2016	\$107,041.52	100.0%	\$107,041.52			
Running Track	2016	2017	\$239,992.69	70.0%	\$167,994.88			
2 Swimming Pools	2023	2023	\$2,272,168.36	69.3%	\$1,575,237.52			
3 Spraygrounds	2016	2016	\$1,273,618.87	79.6%	\$1,013,185.04			
2 Trails	2010	2012	\$256,461.46	69.3%	\$177,798.32	\$150,120.19		
4 Playgrounds	2012	2012	\$206,921.75	100.0%	\$206,921.75			
4 Playgrounds	2020	2020	\$221,492.18	86.2%	\$190,826.59			
2 Pavilions	2013	2013	\$62,076.52	100.0%	\$62,076.52			
2 Pavilions	2015	2015	\$63,680.94	100.0%	\$63,680.94			
2 Pavilions	2028	2028	\$71,126.58	75.0%	\$53,344.94			
Gymnasium	2014	2014	\$263,089.92	100.0%	\$263,089.92			
Gymnasium	2023	2023	\$284,021.05	40.0%	\$113,608.42			
Maintenance Bldg	2014	2014	\$52,617.98	100.0%	\$52,617.98			
Maintenance Bldg	2023	2023	\$56,804.21	100.0%	\$56,804.21			
Maintenance Bldg	2030	2030	\$60,289.09	80.0%	\$48,231.28			
			<b>\$14,701,250.35</b>		<b>\$12,850,450.91</b>	<b>\$150,120.19</b>	<b>\$67,759.67</b>	



## 2015-2019 SHORT TERM WORK PROGRAM DAWSON COUNTY, GA

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Community Facilities	Develop long-range water resources plan	✓	✓	✓	✓	✓	EWSA	TBD	General Fund
Community Facilities	Develop long-range sewer expansion plan	✓	✓	✓	✓	✓	EWSA	TBD	General Fund
Community Facilities	Wastewater treatment plant expansion for additional 300,000-500,000 GDP capacity	✓	✓	✓	✓	✓	EWSA	TBD	SPLOST, CDBG, GEFA, ARC, USDA, RD
Community Facilities	Library Collection Materials (980 units) - delayed from 2007	✓					BOC	\$18,605	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,014 units) - delayed from 2008	✓					BOC	\$19,131	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,051 units) – delayed from 2009		✓				BOC	\$19,697	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,090 units)				✓		BOC	\$20,275	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,247 units)	✓					BOC	\$24,315	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,297 units)		✓				BOC	\$25,121	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,349 units)			✓			BOC	\$25,944	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,403 units)				✓		BOC	\$26,786	93% Impact Fees, General Fund
Community Facilities	Library Collection Materials (1,459 units)					✓	BOC	\$27,645	93% Impact Fees, General Fund
Community Facilities	Engine	✓					Fire Dept., BOC	\$389,277	SPLOST

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Community Facilities	Ambulance		✓				Fire Dept., BOC	\$220,000	Impact Fees, SPLOST
Community Facilities	Aerial					✓	Fire Dept., BOC	\$850,517	100% Impact Fees
Community Facilities	Engine				✓		Fire Dept., BOC	\$289,334	100% Impact Fees
Community Facilities	Fire Station 9 (4,900 sf)			✓	✓		Fire Dept., BOC	\$351,388	General Fund, SPLOST
Community Facilities	2 Picnic Pavilions (War Hill)		✓				Parks & Rec Dept., BOC	\$62,077	100% Impact Fees
Community Facilities	2 Trails (Veterans Trail, Board Walk Trail Rock Creek)	✓	✓	✓			Parks & Rec Dept., BOC	\$256,461	69% Impact Fees, TE Grant
Community Facilities	3 Playgrounds (War Hill, Rock Creek, River Park)		✓	✓			Parks & Rec Dept., BOC	\$206,922	100% Impact Fees
Community Facilities	Indoor Swimming Pool (Rock Creek)				✓		Parks & Rec, BOC	\$2,500,000	Impact Fees, Grant, General Fund
Community Facilities	Land Acquisition		✓				Parks & Rec, BOC	TBD	Impact Fees, Grant, General Fund
Economic Development	Work closely with Forsyth and Lumpkin counties to maintain Georgia 400 as a convenient connection to Interstate 285 and the Atlanta region in order to attract business and tourism.	✓	✓	✓	✓	✓	PCD, GMRC, GDOT, Chamber, DCDA	N/A	
Economic Development	Market County's increasing educational levels to potential employers	✓	✓	✓	✓	✓	DCDA, Chamber	N/A	
Economic Development	Coordinate with Lanier Technical College to develop skills pool to attract higher paying jobs	✓	✓	✓	✓	✓	DCDA, Chamber	N/A	
Economic Development	Develop Marketing Plan to encourage tourism	✓	✓	✓	✓	✓	Chamber	TBD	TBD
Housing	Develop zoning districts that provide incentives for providing senior living near other housing	✓	✓	✓			PCD	TBD	General Fund

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Intergovernmental Coordination	Pursue with the Atlanta Airport Authority a long-term conservation master plan for the Dawson Forest Wildlife Management Area	✓	✓	✓	✓	✓	PCD, BOC, USFS	N/A	
Land Use	Adopt Georgia 53 Corridor Overlay		✓	✓			PCD, BOC	TBD	General Fund
Land Use	Create zoning districts that implement all future land use map categories		✓	✓	✓		PCD	TBD	General Fund
Land Use	Develop educational program in order for the public to understand the tax consequences of not providing more commercial and industrial tax base		✓	✓	✓	✓	Finance, BOC	\$5,000	General Fund
Land Use	Create master plan for Mixed Use Corridor Character Area at SR 9/Dawson Forest Road and SR 9/Rock Creek Park			✓			PCD	\$25,000	General Fund
Land Use	Update GA 400 Overlay District			✓	✓		PCD	TBD	General Fund
Natural & Cultural Resources	Adopt Greenspace Master Plan		✓	✓			PCD, Parks and Recreation	\$80,000	General Fund
Natural & Cultural Resources	Update county development regulations to tighten requirements pertaining to impervious surface erosion control, drainage, etc.	✓	✓	✓	✓	✓	PCD, PWD	TBD	General Fund
Population	Develop more specifically a system by which to measure growth in population vs. infrastructure and available stock demands	✓	✓	✓	✓	✓	PCD	N/A	General Fund
Transportation	Attend the Quarterly State Transportation Board meetings and become familiar with area Board Rep	✓	✓	✓	✓	✓	PCD, PWD	N/A	General Fund
Transportation	Develop/Maintain a road improvement plan	✓	✓	✓	✓	✓	PWD	TBD	General Fund
Transportation	Interchange at SR 400 and SR 53 - New Interchange	✓	✓				GDOT	\$10,000,000	State
Transportation	Add bike lanes, bicycle-friendly shoulders and multi-use paths/trails where appropriate for future construction	✓	✓	✓			PWD	TBD	T-Grant /General Fund
Transportation	Adopt a collector street plan		✓	✓			PWD	TBD	General Fund
Transportation	Coordinate with local traffic enforcement authorities for safety/accident data	✓	✓	✓	✓	✓	PWD, Sheriff	N/A	
Transportation	Develop Access Management Plans for prioritized or "selected" corridors	✓		✓			PCD, GDOT, PWD	TBD	General Fund

Short Term Work Program

DCA Category	Activity	2015	2016	2017	2018	2019	Responsible Party	Cost Estimate	Funding Source
Transportation	Improve pedestrian access at the major intersections along GA 400 with signals, cross sections, etc. in the County	✓	✓	✓	✓	✓	GDOT, PCD, PWD	TBD	General Fund, GDOT
Transportation	Pursue TE Grants	✓	✓	✓	✓	✓	PCD, GMRC, DCDA, PWD	N/A	
Transportation	Replace/repair deficient bridges as described in Dawson County Comprehensive Plan 2013-2033	✓	✓	✓	✓	✓	PWD	(See table 6 Transportation Element)	
Transportation	SR 52: two westbound passing lanes between Gilmer and Lumpkin Counties - Reconstruction, Passing Lanes		✓	✓	✓		GDOT, PWD	\$1,096,000	GDOT
Transportation	SR 9 passing lanes from Thompson Rd to Jenkins Rd. - Reconstruction, Passing Lanes			✓	✓		GDOT, PWD	\$1,068,000	GDOT
Transportation	Road resurfacing and rehabilitation	✓	✓	✓	✓	✓	PWD	TBD	General Fund, SPLOST
Transportation	SR 53 and Lumpkin Campground Rd intersection improvements	✓	✓				PWD	TBD	GDOT
Transportation	Dawson Forest Rd and SR 9 intersection improvements		✓	✓	✓		PWD	TBD	GDOT, General Fund
Transportation	Culvert replacements and upgrades	✓	✓	✓	✓	✓	PWD	TBD	General Fund, GDOT, SPLOST, FE-MA

## **Transmittal Resolution**

### ***Capital Improvements Element Annual Update***

#### ***Dawson County, Georgia***

WHEREAS, Dawson County adopted a Capital Improvements Element as an amendment to the *Dawson County Comprehensive Plan*; and

WHEREAS, Dawson County has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on December 3, 2015, at 6:00 P.M. in the Dawson County Government Center;

BE IT THEREFORE RESOLVED that the Board of Commissioners of Dawson County does hereby submit the Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this 3<sup>rd</sup> day of December, 2015.

BY: \_\_\_\_\_  
Chairman Mike Berg

ATTEST: \_\_\_\_\_  
Danielle Yarbrough, County Clerk

**Backup material for agenda item:**

2. Road Abandonment - Portions of Gordon Moss Road - To accommodate relocation of Gordon Moss Road (*1st of 1 hearing*)

STATE OF GEORGIA

COUNTY OF DAWSON

PETITION FOR ROAD ABANDONMENT

Hendon-BRE Dawson Marketplace, LLC has petitioned the Board of Commissioners of Dawson County for closing and abandonment of a portion of a certain county road in order to relocate and reconstruct a road as more particularly set forth herein and in support of this Petition shows as follows:

1. Hendon-BRE Dawson Marketplace, LLC owns land that abuts a certain road and particular sections thereof known as Gordon Moss Road described herein. Hendon-BRE Dawson Marketplace, LLC requests that certain sections of such road be closed and abandoned by the Board of Commissioners of Dawson County, Georgia. The portions of the road to be closed and abandoned are more particularly described as follows: that portion of Gordon Moss Road colored yellow on the R/W Dedication Plat for Dawson Marketplace, which is attached hereto as "Exhibit A" and incorporated herein by reference.
2. Hendon-BRE Dawson Marketplace, LLC makes the request for the following reasons:
  - (a) Gordon Moss Road shall be relocated as shown on the R/W Dedication Plat for Dawson Marketplace in accord with Dawson County Subdivision Regulations and approved plans, and the abandonment of the portions of Gordon Moss Road described herein will not impair, impede nor inconvenience access of any property owner;

- (b) the portions of Gordon Moss Road to be abandoned will not impair, impede nor inconvenience any member of the general public; and,
- (c) the sections of the county road system to be abandoned have ceased to be used by the public to the extent that no public purpose is served by such sections of the road after relocation of the road in accord with approved plans for relocation of the road in compliance with Dawson County Subdivision regulations.

**WHEREFORE,** Hendon-BRE Dawson Marketplace, LLC requests that the Board of Commissioners of Dawson County provide proper notice in the newspaper in which Sheriff's advertisements for the County are published one time per week for a period of two weeks;

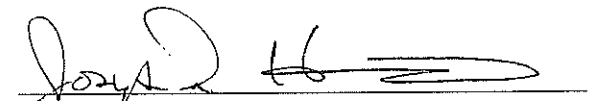
that notice be provided to property owners located upon the portions of Gordon Moss Road to be abandoned in accord with OCGA § 32-7-2;

that the Board of Commissioners conduct a public hearing regarding this petition for abandonment;

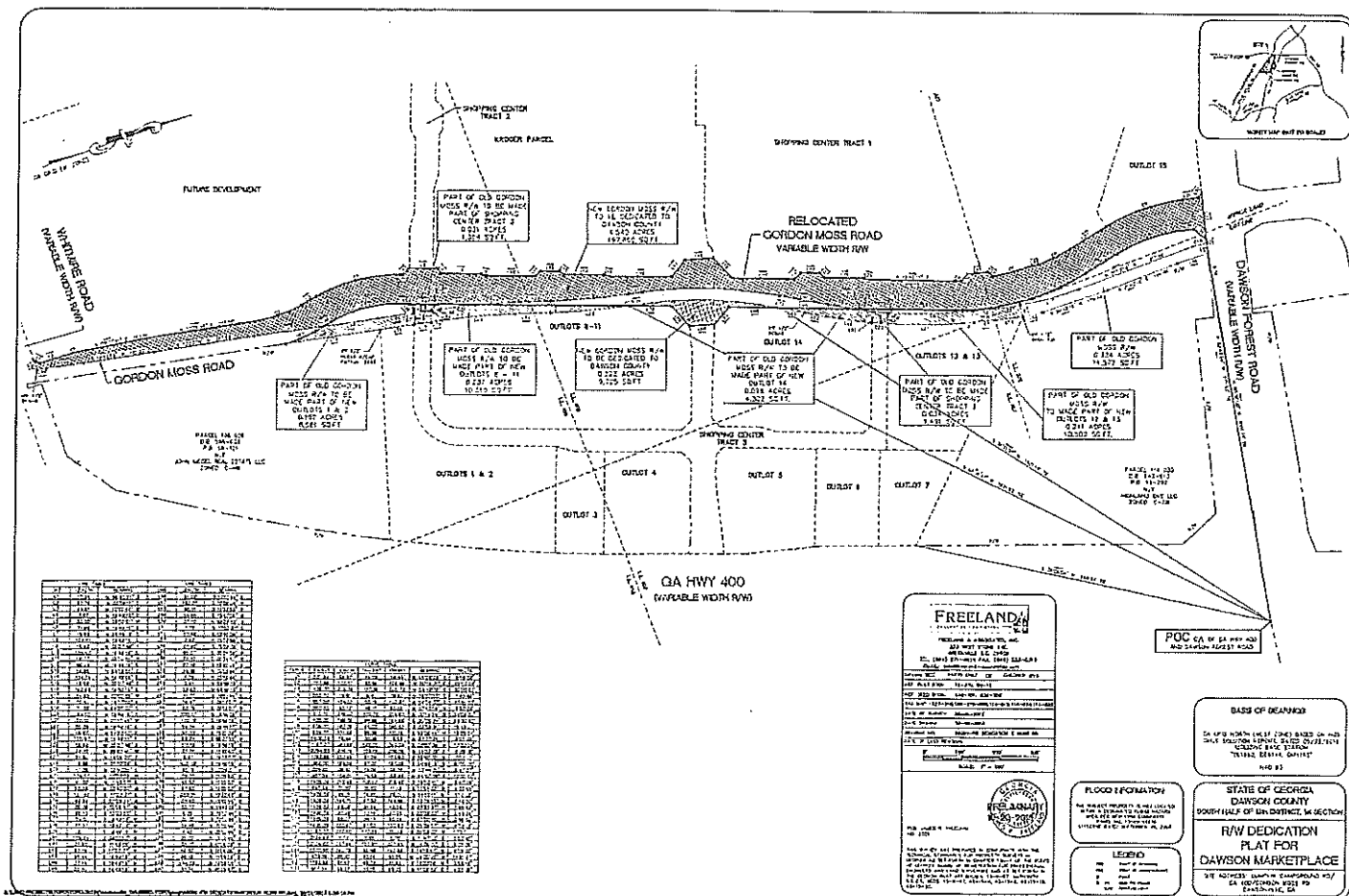
that the Board of Commissioners of Dawson County declare that section of the county road system described herein abandoned; and

that section of Gordon Moss Road described herein be deemed no longer part of the county road system and that the rights of the public in and to such road cease.

This 13<sup>TH</sup> day of November, 2015.

  
\_\_\_\_\_  
Joseph A. Homans  
General Counsel  
Dawson County, Georgia  
State Bar No: 364647





Notice – certified mail

Hendon-BRE Dawson Marketplace, LLC  
c/o Bob Simon

John Megel Real Estate, LLC

Highland One, LLC



## DAWSON COUNTY ANNOUNCEMENT AND ADVERTISEMENT REQUEST

<b>Submitting Department:</b>	County Attorney	<b>Department contact name:</b>	Joey Homans
<b>Submittal Date:</b>	November 13, 2015	<b>Run Dates:</b>	November 18, 2015, and November 25, 2015
<b>AD Description :</b>	Notice of Public Hearing	<b>Section of Paper:</b>	Legal
<b>Name of Paper:</b>	Dawson County News	<b>Do you want your ad online:</b>	Yes

Type Announcement or Advertisement exactly as it is to appear in the paper:

### PUBLIC NOTICE OF INTENTION TO ABANDONMENT A PORTION OF GORDON MOSS ROAD

Notice is hereby given that Dawson County, by and through its Board of Commissioners, shall conduct a public hearing regarding whether to declare that a portion of a certain county road known as Gordon Moss Road no longer serves a substantial public purpose after relocation in accord with the County's subdivision regulations and whether the Board should declare that portion of Gordon Moss abandoned; hence, such portion of Gordon Moss Road shall cease to be a public road. The portion of Gordon Moss Road that shall be abandoned if approved by the Board of Commissioners is described as follows:

That portion of Gordon Moss Road lying and being in the south half of the 13<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia adjacent to the northeast corner of tax parcel 106-006 and continuing across outlots 8-11 and that portion of Gordon Moss Road beginning at the northwest quadrant of outlot 14 and continuing to Dawson Forest Road shaded yellow on a R/W Dedication Plat for Dawson Marketplace prepared by James R. Freeland, Georgia Registered Land Surveyor, attached to the Petition for Road Abandonment that is on file with the Board of Commissioners at Dawson County, 25 Justice Way, Suite 2313, Dawsonville, Georgia 30534. The survey and map or sketch described herein shall be available for public review during regular business hours of the office of the Board of Commissioners of Dawson County.

The following parties have or may have an interest in the property adjoining the portion of the road to be abandoned: Hendon-BRE Dawson Marketplace, LLC, John Megel Real Estate, LLC, and Highland One, LLC. The Board of Commissioners of Dawson County shall conduct the abandonment proceeding pursuant to O.C.G.A. § 37-7-1, et. seq. A public hearing for the purpose of receiving comments on the proposed abandonment shall be held during the regularly scheduled Commission Meeting on Thursday, December 3, 2015 that begins at 6:00 p.m in the Commissioner's Meeting Room of the Courthouse Administration Building located at 25 Justice Way, Dawsonville, Georgia.

All interested persons are invited to attend and be heard.

**Department Head Approval:**

**Backup material for agenda item:**

1. Consideration of FY 2016 IGA with Hall County for Public Defender Services



DAWSON COUNTY
BOARD OF COMMISSIONERS
AGENDA REQUEST

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

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

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

Department: PUBLIC DEFENDER

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Submitted By: EVI TURK, OFFICE MANAGER

Date Submitted: 11/17/2015

Item of Business/Agenda Title: Request for approval of 2016 IGA with Hall County for Public Defender Services

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

THE ITEM IS FOR:

[ ] Work Session presentation only (no action needed)

OR [X] Commission Action Needed.

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

Purpose of Request: TO OBTAIN APPROVAL AND IMPLEMENTATION OF AGREEMENT IN 2016.

Department Recommendation: THAT THE BOARD OF COMMISSIONERS APPROVE THE IGA AS HAS HISTORICALLY BEEN DONE.

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

[ ] Yes Explanation/ Additional Information: \_\_\_\_\_
[ ] No

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

[X] Yes Explanation/ Additional Information: Amount budgeted in this line item is \$823 short, but there is an \$869 savings in the State Contract line. Therefore, the total amount of both the State Contract and Hall County IGA is within the FY 2016 approved budget.
[ ] No

Amount Requested: \$66,446

Amount Budgeted: \$65,623

Fund Name and Account Number: INTERGOVT - HALL COUNTY, 100-00-2800-571000-000

Administration Staff Authorization

Dept. Head Authorization:

[Handwritten signature]

Date:

11/17/15

Finance Dept. Authorization:

Dena Bosten

Date:

11/17/2015

County Manager Authorization:

Work Session Date: 11/24/2015

Comments:



**DAWSON COUNTY BOARD OF COMMISSIONERS**

**EXECUTIVE SUMMARY**

**SUBJECT:** Request for approval of 2016 IGA with Hall County for Public Defender Services

**DATE:** 11/17/2015

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

ANNUAL-

**OTHER**

CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 12/3/2015

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**PURPOSE:** Request approval for renewal of the contract between Dawson County and Hall County, covering two positions that are shared by the two Counties.

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**HISTORY:** This contract has been in place since the inception of the Public Defender office and has been renewed annually by executive action. It covers the positions of Assistant Public Defender I and Investigator.

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**FACTS AND ISSUES:** This contract, with which the two employees are Hall County employees, but 50% of the cost of which is reimbursed by Dawson County on a quarterly basis, has enabled more flexibility for our office in placing these employees where they are most needed and thus fully utilizing their services for both Counties.

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**OPTIONS:** Since the budget amount to fund the Agreement has been considered and approved as part of the Public Defender budget, there is really no option to be discussed, and the way is clear for approval of the Agreement.

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**RECOMMENDED SAMPLE MOTION:** Upon consideration of the Intergovernmental Agreement between Dawson and Hall County for Public Defender Services, a Motion is made to renew said Agreement for calendar year 2016 as contemplated and approved by the Public Defender Budget for calendar year 2016.

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**DEPARTMENT:**

Prepared by:  Evi Turk, Office Manager

Director:  Brad Morris, Circuit Public Defender

**INTERGOVERNMENTAL AGREEMENT  
PUBLIC DEFENDER SERVICES**

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

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

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

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$66,445.75 in four (4) equal quarterly installments beginning March 31, 2016 (for the 1<sup>st</sup> quarter of 2016) and continuing at the end of each quarter of 2016 to pay one-half of the personnel costs for an Assistant Public Defender I and an Investigator.

This \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_  
Mike Berg, Chairman  
Dawson County Board of Commissioners

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

HALL COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_  
Richard Mecum, Chairman  
Hall County Board of Commissioners

\_\_\_\_\_  
Lisa Ritchie, County Clerk

# Northeastern Judicial Circuit

## ATTACHMENT A

### TO IGA BETWEEN HALL AND DAWSON COUNTIES

Calendar Year 2016

INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY							
Assistant Public Defender and Investigator - Funded through Contract with Hall County - 2016							
*1/2 lawyer and 1/2 investigator paid by Dawson County to Hall County							
	Salary	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assistant Public Defender	\$ 51,500.00	\$ 11,300.00	\$ 216.00	\$ 2,060.00	\$ 3,939.75	\$ 540.75	\$ 69,556.50
Investigator	\$ 46,000.00	\$ 11,300.00	\$ 193.00	\$ 1,840.00	\$ 3,519.00	\$ 483.00	\$ 63,335.00
<b>TOTAL</b>							<b>\$ 132,891.50</b>
<b>HALF COST FOR DAWSON</b>							<b>\$ 66,445.75</b>

4 Quarterly Payments - payable on each March 31st, 2016, June 30th, 2016, September 30th, 2016 and December 31st, 2016..... \$ 16,611.44



**Backup material for agenda item:**

2. Consideration of FY 2016 State Public Defender Contract



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: PUBLIC DEFENDER

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Submitted By: EVI TURK, OFFICE MANAGER

Date Submitted: 11/17/2015

Item of Business/Agenda Title: Request for Approval of FY 2016 State Public Defender Contract

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

OR  **Commission Action Needed.**

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

Purpose of Request: TO OBTAIN APPROVAL AND IMPLEMENTATION OF CONTRACT IN 2016.

Department Recommendation: THAT THE BOARD OF COMMISSIONERS APPROVE THE CONTRACT AS HAS HISTORICALLY BEEN DONE.

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

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

Yes Explanation/ Additional Information: Amount budgeted in this line item is \$869 more than requested, but there is an \$823 shortage in the Hall County IGA line. Therefore, the total amount of both the State Contract and Hall County IGA is within the FY 2016 approved budget.

Amount Requested: \$174,798

Amount Budgeted: \$175,667

Fund Name and Account Number: INTERGOVT - STATE OF GA, 100-00-2800-571001-000

Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_

Date: 11/17/15

Finance Dept. Authorization: Dena Bosten

Date: 11/17/2015

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

Work Session Date: 11/24/2015

Comments: \_\_\_\_\_

Attachments: FY 2016 State Contract



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Request for Approval of FY 2016 State Public Defender Contract

**DATE:** 11/16/2015

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

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

**COMMISSION ACTION REQUESTED ON: 12/3/2015**

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**PURPOSE:** Request approval for renewal of the contract between Dawson County and the Georgia Public Defender Standards Council ("GPDSC"), covering two positions for the Dawson County Public Defender office.

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**HISTORY:** This contract has been in place since the inception of the Public Defender office and has been renewed annually by executive action. It covers the positions of Senior Assistant Public Defender and Administrative Assistant.

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**FACTS AND ISSUES:** The contract, although it has a 5% fee attached to it, provides for travel expense for the covered employees, as well as computers and related equipment and any and all other benefits granted to other State employees, including health insurance and retirement benefits.

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**OPTIONS:** Since the budget amount to fund the Agreement has been considered and approved as part of the Public Defender budget, there is really no option to be discussed, and the way is clear for approval of the Agreement.

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**RECOMMENDED SAMPLE MOTION:** Upon consideration of the Indigent Defense Services Agreement between the Circuit Public Defender Office of the Northeastern Judicial Circuit and the Governing Authority of Dawson County, a Motion is made to renew said Agreement for calendar year 2016 as contemplated and approved by the Public Defender Budget for calendar year 2016.

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**DEPARTMENT:**

Prepared by:  Evi Turk, Office Manager

Director  Brad Morris, Circuit Public Defender

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

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2016.

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1**

### **STATUTORY PERSONNEL**

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

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

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

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

## ARTICLE 2

### ADDITIONAL PERSONNEL AND SERVICES

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

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

## ARTICLE 3

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

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

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

#### ARTICLE 4

#### TRAVEL AND REIMBURSEMENT OF EXPENSES

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

#### ARTICLE 5

#### SALARY SUPPLEMENTS

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

#### ARTICLE 6

#### MISCELLANEOUS

**Section 6.01 Term.** The term of this agreement is 1 year beginning January 1, 2016 and ending December 31, 2016.

**Section 6.02 Maintenance of effort.** The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2015) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.



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

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

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

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

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

Circuit Public Defender Office of Northeastern  
Judicial Circuit:

H. Bradford Morris, Jr.  
Circuit Public Defender  
P.O. Box 390  
Gainesville, Georgia 30503

Governing Authority of Dawson County:

Mike Berg, Chairman  
Dawson County Board of Commissioners  
25 Justice Way, 2<sup>nd</sup> Floor  
Dawsonville, GA 30534

Georgia Public Defender Standards Council

Bryan P. Tyson, Director  
104 Marietta Street, Suite 200  
Atlanta, GA 30303

**Section 6.06 Agreement modification.** This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

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

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

**(c) For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

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

**Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement.**

The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5<sup>th</sup> day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

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

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

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

**Section 6.10 Time.** Time is of the essence.

[Signatures continued on following page.]

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

ATTEST:

**Dawson County**

\_\_\_\_\_

BY: \_\_\_\_\_

Signature

Chairman, Board of Commissioners

ATTEST:

**Northeastern Judicial Circuit  
Public Defender Office**

\_\_\_\_\_

BY: \_\_\_\_\_

Signature

Circuit Public Defender

ATTEST:

Consented to:

**Georgia Public Defender Standards Council**

\_\_\_\_\_

BY: \_\_\_\_\_

Signature

Director

**Northeastern Judicial Circuit**  
**ATTACHMENT A – Personnel Expenditures**  
**Dawson County**  
**January 1, 2016 – December 31, 2016**

The County agrees to pay the Public Defender Office **\$174,797.62** in 12 monthly installments of **\$14,566.47**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15<sup>th</sup> of the preceding month beginning on December 15, 2015. Invoices will be sent to the following address:

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

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

GPDSC  
Attn: Jason Ring  
104 Marietta Street  
Suite 200  
Atlanta, GA 30303

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

# Northeastern Judicial Circuit

## ATTACHMENT B

### DAWSON COUNTY

JANUARY 1, 2016 through DECEMBER 31, 2016

NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE							
Employee	Title	Salaries	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65%	26.10%	31.834%	\$31 per person	
	TS:Office Admin Generlist (WL)	\$ 26,000.00	\$ 1,989.00	\$ 6,786.00	\$ 8,276.84	\$ 31.00	\$ 43,082.84
	PS: Legal Officer (SP)	\$ 74,500.00	\$ 5,699.25	\$ 19,444.50	\$ 23,716.33	\$ 31.00	\$ 123,391.08
<b>Total Proposed Budget</b>		<b>\$ 100,500.00</b>	<b>\$ 7,688.25</b>	<b>\$ 26,230.50</b>	<b>\$ 31,993.17</b>	<b>\$ 62.00</b>	<b>\$ 166,473.92</b>

	Total
Personnel	\$ 166,473.92
Adm Fee (5%)	\$ 8,323.70
<b>Total</b>	<b>\$ 174,797.62</b>

Monthly Payment.....

\$ 14,566.47

INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY							
Assistant Public Defender and Investigator - Funded through Contract with Hall County - 2016							
*1/2 lawyer and 1/2 investigator paid by Dawson County to Hall County							
	Salary	Health Ins.	Life Ins.	Retirement 4%	FICA	Workers Comp.	TOTAL
Assistant Public Defender	\$ 51,500.00	\$ 11,300.00	\$ 216.00	\$ 2,060.00	\$ 3,939.75	\$ 540.75	\$ 69,556.50
Investigator	\$ 46,000.00	\$ 11,300.00	\$ 193.00	\$ 1,840.00	\$ 3,519.00	\$ 483.00	\$ 63,335.00
<b>TOTAL</b>							<b>\$ 132,891.50</b>
<b>HALF COST FOR DAWSON</b>							<b>\$ 66,445.75</b>

4 Quarterly Payments - payable on each March 31st, 2016, June 30th, 2016, September 30th, 2016 and December 31st, 2016.....

\$ 16,611.44

# Northeastern Judicial Circuit

Dawson County

Attachment C

## **SALARY SUPPLEMENTS**

January 1, 2016 – December 31, 2016

The County agrees to pay the Public Defender Office \$36,000.00 for the staff members of the Public Defender Office. The salary supplement is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

**Backup material for agenda item:**

3. Consideration of Sheriff's Office Budget Transfer Request





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Dawson County Sheriff's Office

Presenter: Sheriff Carlisle

Submitted By: Sheriff Carlisle

Date Submitted: 11/17/2015

Item of Business/Agenda Title: Budget Transfer

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

OR  **Commission Action Needed.**

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

Purpose of Request: To move money from Capital Improvements (Vehicles) to purchase computer equipment for cars

Department Recommendation:

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

Yes Explanation/ Additional Information:  
 No

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

Yes Explanation/ Additional Information:  
 No

Amount Requested: \$39,417

Amount Budgeted: \$39,417 \*\*

Fund Name and Account Number: \*\*Move from Capital Projects

#### Administration Staff Authorization

Dept. Head Authorization: Billy Carlisle Date: 11/16/15

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

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Attachments:



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Dawson County Sheriff's Office Budget Transfer

**DATE:** 11/17/2015

**BUDGET INFORMATION:**

**ANNUAL-** \_\_\_\_\_

**CAPITAL-** \_\_\_\_\_

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

**COMMISSION ACTION REQUESTED ON:** 12/1/2015

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**PURPOSE:** To move remaining funds from Capital Projects Fund to General Fund to purchase computer equipment for Sheriff's vehicles.

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**HISTORY:** Funds were originally designated for the purchase of Sheriff's vehicles however will now be purchased through SPLOST VI. (BOC previously approved moving some of the funds to the Sheriff's Office for salaries.)

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**FACTS AND ISSUES:**

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:** Approval to move \$39,417 from Capital Projects into the Sheriff's General Fund budget to purchase computer equipment for Sheriff's vehicles

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**DEPARTMENT:** Sheriff's Office

Prepared by: Sheriff Carlisle

Director *Billy Carlisle*

**Backup material for agenda item:**

4. Consideration of ACCG Workers' Compensation Resolution



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Human Resources

Presenter: HR Director Danielle Yarbrough

Submitted By: Danielle Yarbrough

Date Submitted: 11/17/15

Item of Business/Agenda Title: Presentation of ACCG Workers' Compensation Resolution

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

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

Purpose of Request: Seek approval of resolution authorizing volunteers and elected officials to be covered by the ACCG Group Self-Insurance Workers' Compensation Fund

Department Recommendation: Staff recommends approval

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

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

Yes Explanation/ Additional Information: Worker's Comp expense is budgeted each year during the annual budget process.

No

Amount Requested: n/a Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: various departments

### Administration Staff Authorization

Dept. Head Authorization: Danielle Yarbrough Date: 11/17/2015

Finance Dept. Authorization: Dena Bosten Date: 11/18/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 11/24/2015

Comments: \_\_\_\_\_

Attachments: 2005 Resolution and new draft resolution





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** ACCG Workers' Comp Resolution

**DATE:** 11/24/2015

**BUDGET INFORMATION:**

**ANNUAL-**  
**CAPITAL-**

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

**COMMISSION ACTION REQUESTED ON:** 12/03/2015

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**PURPOSE:** ACCG is requesting an updated resolution covering elected officials and volunteer firefighters under our Workers' Compensation Policy

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**HISTORY:** The last resolution was approved in 2005 and was more of just a questionnaire. ACCG would like an updated version to be approved.

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**FACTS AND ISSUES:** This resolution is more detailed than the one approved in 2005 and would cover additional personnel not previously listed in the first resolution.

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**OPTIONS:** Approve the resolution as presented or not approve the attached resolution

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**RECOMMENDED SAMPLE MOTION:** Motion to approve the resolution authorizing volunteers and elected officials to be covered by the ACCG – Group Self-Insurance Workers' Compensation Fund

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**DEPARTMENT:**

Prepared by: Human Resources

Director Danielle Yarbrough

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### ACCG - GSIWCF COVERAGE FOR VOLUNTEERS AND ELECTED OFFICIALS WORKSHEET

Georgia law requires that county employees shall be provided workers' compensation coverage if they are injured in the course and scope of their employment. Volunteers and elected officials are not provided with workers' compensation coverage, unless the county takes the necessary steps to provide such coverage.

Georgia Code 34-9-1 allows counties to voluntarily provide workers' compensation coverage to the following groups if the county passes a resolution for coverage. If the county does not have a resolution and a volunteer or elected official is injured, coverage will not be provided to that person.

**Workers' compensation coverage is to be provided for the following designated positions:**

**VOLUNTEERS:**

- Volunteer firefighters;
- Volunteer law enforcement personnel who are certified by the Georgia Peace Officer Standards and Training Council;
- Volunteer members or workers of an emergency management or civil defense organization, emergency medical service, or rescue organization;
- Any volunteer certified by the Department of Human Resources or the Composite State Board of Medical Examiners and registered as a medical first responder for any volunteer first responder services.

**ELECTED OFFICIALS:**

- All elected county officers and all elected members of the governing authority of an individual county.

Name of person completing this form:

*Thelma Jackson HR Assistant*

Telephone number:

*706-344-3501 ext 244*

Please fax completed form to Alex Marcelo at (404) 522-1897

*Dawson County BOC  
76 Howard Ave East  
Dawsonville, GA 30539*



EO & VF

## DAWSON COUNTY

"Best of Both Country and City Living"

JOE LANE COX  
Commissioner

NANCY CHESTER  
County Clerk

### RESOLUTION

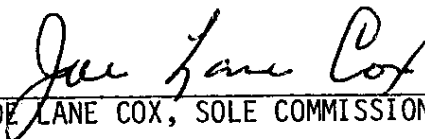
DAWSON COUNTY, GEORGIA

BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia, and it is hereby resolved by the authority of same:

Section 1 : Certain elected officials of Dawson County shall be covered under the Association of County Commissioners of Georgia Group Self-Insured Workers Compensation Fund. While performing their elected duties, the Commissioner, Sheriff, Probate Judge, Clerk of Court, Magistrate Judge, Volunteer Firemen and Coroner shall be covered under the Workers' Compensation Laws of the State of Georgia.

Section 2 : All Resolutions or parts of Resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF  
DAWSON COUNTY, GEORGIA

  
JOE LANE COX, SOLE COMMISSIONER

ATTEST:

  
NANCY CHESTER, COUNTY CLERK

ADOPTED: December 14, 1987



A RESOLUTION ENTITLED:

Dawson  
EO & VF  
1983

A RESOLUTION AUTHORIZING CERTAIN ELECTED OFFICIALS OF DAWSON COUNTY TO BE COVERED UNDER WORKERS COMPENSATION: REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT: AND FOR OTHER PURPOSES.

BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia, and it is hereby resolved by the authority of same:

SECTION 1: Certain elected officials of Dawson County shall be covered under the Association of County Commissioners of Georgia Group Self-Insured Workers' Compensation Fund. While performing their elected duties,\* The Commissioner, Sheriff, Probate Judge, Clerk of Court, Magistrate Judge, Volunteer Firemen and Coroner shall be covered under the Workers' Compensation Laws of the State of Georgia.

SECTION 11: All Resolutions or parts of Resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF  
DAWSON COUNTY, GEORGIA

Joe Lane Cox, Chairman

ATTEST:

Lecky M. McLeod  
County Clerk

ADOPTED: December 8th, 1983



DAWSON COUNTY

"Best of Both Country and City Living"

*Dawson  
VF  
1983*

JOE LANE COX  
Commissioner

BECKY McCORD  
County Clerk

RESOLUTION

DAWSON COUNTY, GEORGIA

BE IT RESOLVED and it is hereby resolved that all members of the Dawson County Voluntary Fire Department be and they are hereafter covered by Worker's Compensation insurance pursuant to and consistent with the provisions of the Workers' Compensation Act.

ADOPTED this the 7th day of November, 1983.

*Joe Lane Cox*  
Joe Lane Cox  
Sole County Commissioner  
Dawson County, Georgia

*Becky M. McCord*  
Becky M McCord, Clerk  
Dawson County Commission

I hereby certify that the above is a true and correct copy of the Resolution duly adopted on the 7th day of November, 1983 at a regular Dawson County Commission Meeting, recorded in Minute Book H, Page 437.

*Becky M. McCord*  
Becky M. McCord

WORKERS' COMPENSATION BENEFITS  
FOR  
ELECTED OFFICIALS AND VOLUNTEER FIREMEN THROUGH  
THE ACCG SELF INSURED WORKERS COMPENSATION FUND

Please read each statement carefully and check ( ) those statements which you wish implemented.

YES, our county wishes to provide Workers' Compensation benefits for ALL ELECTED OFFICIALS.

YES, our county wishes to provide Workers' Compensation benefits for VOLUNTEER FIREMEN.

YES, our county wishes to provide Workers' Compensation benefits for only the following elected officials.  
(Please list positions you wish to cover). \_\_\_\_\_

We are including a copy of the resolution indicating what the Board wishes to do.

A copy of the resolution will be forwarded as soon as possible.

No, we do not wish to provide Workers' Compensation benefits for ELECTED OFFICIALS.

No, we do not wish to provide Workers Compensation benefits for Volunteer Firemen.

SEND A COPY OF THIS TO:

MR. JOHN SILK  
ACCG - WC  
SUITE 1201  
132 PEACHTREE STREET, N. W.  
ATLANTA, GEORGIA 30303

SIGNED BY

Joe Lane, Jr.  
Sole Commissioner  
Title

Dawson County  
County

(404) 265-3164 or 265-6421  
Telephone No.

**A RESOLUTION AUTHORIZING  
VOLUNTEERS AND ELECTED OFFICIALS  
TO BE COVERED BY THE  
ACCG – GROUP SELF-INSURANCE WORKERS’ COMPENSATION FUND;  
REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT;  
AND FOR OTHER PURPOSES**

**BE IT RESOLVED** by the Board of Commissioners of \_\_\_\_\_ County,  
Georgia and it is hereby resolved by the authority of same:

**Section I:**

- Volunteer Firefighters,
- Volunteer Law Enforcement Personnel that are POST Certified,
- Volunteer members or worker of an emergency management or civil  
defense organization, emergency medical service, or rescue  
organization,
- Any person certified by the Department of Human Resources or the  
Composite State Board of Medical Examiners and registered with any  
county of this state as a medical first responder for any volunteer first  
responder services rendered in such capacity and/or
- Elected county officers and elected members of the governing authority

of \_\_\_\_\_ County shall be covered under the  
Workers’ Compensation Laws of the State of Georgia.

**Section II:**

All resolutions or parts of Resolutions in conflict herewith are repealed.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_ County Board of Commissioners

**BY:** \_\_\_\_\_  
Chairman

**Attest:**

\_\_\_\_\_  
County Administrator or Clerk

**Backup material for agenda item:**

5. Consideration of Recreational Trails Program Grant Application and Intergovernmental Agreement with the Board of Education



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** 2015 RTP Grant Application

**DATE:** 11-05-15

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

**BUDGET INFORMATION:**

**ANNUAL-** Grant Match  
**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** Approval to submit application and accept funds if awarded.

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**PURPOSE:** The purpose of the submission is to leverage available resources through the RTP (Recreational Trails Program) Grant for the purpose of constructing a mountain bike trail on the 73.04 acre parcel adjacent to RCP and owned by the Dawson County BOE. The BOE is scheduled to hear this proposal in the work session on November 10<sup>th</sup>.

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**HISTORY:** The RTP grant funds more than \$2 million annually in trail projects within the State of Georgia. The program is federally funded and administered by the Ga. Department of Natural Resources

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**FACTS AND ISSUES:** The proposed project will require BOE and BOC approval in order to proceed with the application process. It will also require an approved MOU in the event of grant award/funding for the project.

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:** Motion to approve grant submission, resolution and required MOU

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**DEPARTMENT:**

Prepared by: Lisa Henson \_\_\_\_\_

Director DCPR \_\_\_\_\_





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Parks and Recreation

Presenter: Lisa Henson

Submitted By: Lisa Henson

Date Submitted: November 5, 2015

Item of Business/Agenda Title: RTP Grant Application

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Deadline for grant submission November 30, 2015

Purpose of Request: Request BOC approval to submit an application for the RTP grant for the purpose of constructing a mountain bike trail on the 73.04 acre parcel adjacent to RCP and owned by the Dawson County BOE. Action also requires a signed MOU with the BOE. 80/20 reimbursable grant

Department Recommendation: DCPR recommends approval.

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

Yes Explanation/ Additional Information: In the process of review.

No

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

Yes Explanation/ Additional Information: Total project cost is \$100,000. This is an 80/20 grant with a 20% match.

X No

Amount Requested: \$20,000 match

Amount Budgeted: N/A

Fund Name and Account Number: Would need to come from grant contingency fund and/or budgeted in future years.

### Administration Staff Authorization

Dept. Head Authorization: Lisa Henson

Date: November 5, 2015

Finance Dept. Authorization: Dena Bosten

Date: 11/18/2015

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

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



Comments: \_\_\_\_\_

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Attachments: Executive Summary and Power Point

STATE OF GEORGIA  
COUNTY OF Dawson

WHEREAS, at the regular meeting of the Dawson County Board of Commissioners of Dawson County Georgia held on the 19th day of November, 2015 a motion was made and duly seconded that the Dawson County Board of Commissioners shall submit an application for funding from the Georgia Department of Natural Resources' Recreational Trails Program in order to provide Mountain Bike Trails and trail amenities adjacent to Rock Creek Park on property owned by the Dawson County Board of Education. The project to be known as Rock Creek Mountain Bike Trails, and

WHEREAS Dawson County Board of Commissioners further states that in the event the Dawson County Board of Commissioners application is recommended for funding by the Department of Natural Resources, the Dawson County Board of Commissioners certifies and assures that it has the ability and intention to finance 100 percent of the total project cost and be reimbursed for 80 percent of eligible costs by the Department of Natural Resources,

NOW, THEREFORE, BE IT RESOLVED by the Dawson County Board of Commissioners of Dawson County, Georgia that it shall submit an application for funding from the Georgia Department of Natural Resources' Recreational Trails Program, and that it shall, in the event that the application is recommended for funding, take action to assure that it will finance 100 percent of the total project cost and be reimbursed for 80 percent of eligible costs by the Department of Natural Resources.

Read and unanimously adopted in the regular meeting of the Dawson County Board of Commissioners held on the 19th day of November 2015.

ATTEST

\_\_\_\_\_  
Clerk of Dawson County

Dawson County Board of Commissioners  
Dawson County, Georgia

BY: \_\_\_\_\_

(Seal)

Chairman, Dawson County Board of Commissioners

**Certification**

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Board of Commissioners on the date so stated in the Resolution.

I further certify that I am the Clerk of the Board of Commissioners and that said resolution has been entered in the official records of said Commission and remains in full force and effect the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk Signature

Federal Employer Identification# \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT RECREATIONAL ACTIVITIES-  
NATURE TRAILS**

This agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between Dawson County, Georgia acting by and through the Board of Commissioners of Dawson County (hereinafter referenced as “County”) and the Dawson County Board of Education (hereinafter referenced as “Board”).

**WITNESSETH**

WHEREAS, the parties previously entered into an intergovernmental agreement for recreational activities on October 10, 2005 that renewed annually beginning in 2014; and

WHEREAS, the County and the Board seek to specify the terms of the parties’ agreement regarding nature trails.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits flowing to the County and the Board from the mutual promises contained herein and contained in the intergovernmental agreement for recreational activities, the parties agree as follows:

**I.**

**MAINTENANCE OF TRAILS**

Paragraph VI. B. of the intergovernmental agreement referenced herein sets forth that maintenance of facilities subject to the agreement shall be the responsibility of the owner.

The parties hereto acknowledge and agree that as to nature trails only, the County shall maintain nature trails jointly used by the County and the Board whether such nature trails are located upon property owned by the Board or property owned by the County.

**II.**

**NOTICE**

Paragraph VIII. C. provides for notice to the County. Any notice to the County shall be delivered as follows:

Dawson County Board of Commissioners  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

**III.**

**LIMITATION OF AMENDMENT**

Except as specifically amended herein, the balance of the intergovernmental agreement-recreational activities between the parties dated October 10, 2005 remains unchanged.

This \_\_\_\_ day of \_\_\_\_\_, 2015.

**DAWSON COUNTY BOARD OF COMMISSIONERS:**

**ATTEST:**

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

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

**DAWSON COUNTY BOARD OF EDUCATION:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

STATE OF GEORGIA

COUNTY OF DAWSON

**INTERGOVERNMENTAL AGREEMENT**

**(RECREATIONAL ACTIVITIES)**

This agreement is made and entered into this 10 day of October, 2005, by and between DAWSON COUNTY, GEORGIA acting by and through its Board of Commissioners (hereinafter referred to as the County), and the DAWSON COUNTY BOARD OF EDUCATION, (hereinafter referred to as the Board).

**WITNESSETH**

**WHEREAS**, as the County is desirous of providing recreational opportunities to the citizens of Dawson County; and

**WHEREAS**, as the Board is the owner of certain real property and improvements utilized in conjunction with the Board's educational purposes; and

**WHEREAS**, the County secured voter approval for the use of Special Purpose Local Option Sales Tax (SPLOST) proceeds for recreational purposes; and

**WHEREAS**, the County and the Board are desirous of entering into an agreement to provide certain access and facilities to uses deemed appropriate by the Board and to the citizens of Dawson County; and

**WHEREAS**, pursuant to the Constitution of the State of Georgia, Article IX, Section III, Paragraph I, the County and the Board are empowered to enter into agreements as provided herein; and

**WHEREAS**, the County and the Board previously have cooperated in the utilization of certain Board and County facilities by the Board and the County in the conduct of the County's public recreational programs and the Board's extracurricular activities; and

**WHEREAS**, the County and the Board wish to continue cooperation in the utilization of said facilities;

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits flowing to the County and the Board from the mutual promises herein contained, **IT IS AGREED AS FOLLOWS:**

**I.**

**ERECTION OF IMPROVEMENTS**

- A. During the term of this agreement, no improvements will be undertaken by either party on the property of the other party without prior written approval of the owner of the property.
- B. It is understood that all improvements, erections, and additions shall become the property of the Owner of the property, subject to removal with termination as may be agreed to by both parties and made a part of this agreement.
- C. The Owner of the property agrees to insure improvements developed by the other party on the Owner's property for the appraised amount of the improvements.

**II.**

**COUNTY USE OF BOARD-OWNED PROPERTY**

- A. The Board shall supervise and control all its properties and all facilities located thereon at all times during hours of school use, subject to the terms and conditions contained herein.
- B. During the term of this Agreement, the Board shall make available to the County, without charge for the purpose of public recreation, the following outdoor facilities: play fields; tennis courts; outdoor basketball courts; walking/running tracks; and nature trails.
- C. During the term of this Agreement, the Board shall make available to the County, without charge for the purpose of public recreation, elementary, middle, and high school gymnasiums. During any scheduled event, a person employed by the County shall be responsible for opening, supervising, and securing the facilities after use. It is understood that said employee shall be provided by the County. During the time of the scheduled event, this person shall to supervise the facility and perform other related tasks as

may be assigned by the Board.

D. The availability to the County of Board-owned outdoor facilities and elementary, middle, and high school gymnasiums shall be scheduled and coordinated through the Superintendent (or Superintendent's designee) and the school principal. Educational events and activities shall have priority regarding the use of the properties, and the use of the properties by the County for any programs or activities shall not conflict or interfere with such educational events and activities.

### III.

#### **BOARD USE OF COUNTY-OWNED PROPERTY**

A. During the term of this Agreement, the County shall make available to the Board, without charge, play fields, tennis courts, outdoor basketball courts, walking/running tracks, nature trails, and gymnasiums. The Board acknowledges the necessity of utilization of the County play fields, tennis courts, outdoor basketball courts, walking/running tracks, nature trails, and gymnasiums by the various recreational programs sponsored by the County, and the use of the properties by the Board for any purpose allowed herein shall not conflict or interfere with such programs.

B. The availability to the Board of the County-owned play fields, tennis courts, outdoor basketball courts, walking/running tracks, nature trails, and gymnasiums shall be scheduled and coordinated through the Recreation Director. County events and activities shall have priority regarding the use of the County-owned properties, and the use of the County-owned properties by the Board for any programs or activities shall not conflict or interfere with such recreational events and activities.

C. During any scheduled event at any County-owned facility, a person employed by the Board shall be responsible for opening, supervising, and securing the facilities after use. It is understood that said employee shall be provided by the Board. During the time of the scheduled event, this person shall supervise the facility and perform other related tasks as may be assigned by the County.

IV.

TERM

A. This Agreement shall be in full force and effect for a period of ten years commencing on \_\_\_\_\_, 2004, and ending on \_\_\_\_\_, 2014. Said Agreement shall automatically renew on an annual basis following the expiration of the initial ten-year term unless otherwise terminated by either party (in accordance with Section VII).

V.

REGULATIONS

- A. The Board and County agree that the initial regulations shall be those contained on Exhibit "A".
- B. The County may promulgate and enforce additional rules and regulations, not in conflict with State law or local Board policies, governing use of Board facilities for recreational purposes.
- C. The Board may promulgate and enforce additional rules and regulations, not in conflict with State law or local County policies, governing use of County play fields for educational purposes.
- D. Rules and regulations regarding the utilization of various facilities of the parties subject to the terms of this Agreement may be modified in writing by the Board and the Board of Commissioners for the County.

VI.

MAINTENANCE OF PROPERTY

- A. The terms of this Agreement regarding maintenance shall be that the users of the property shall be responsible for the clean-up of the property after each activity.
- B. It is otherwise true that maintenance of the facilities subject to this Agreement shall be the responsibility of the owner.

VII.

TERMINATION OF AGREEMENT



A. Either party may terminate this Agreement by sending the other party written notice. The notice must state the party's intent to terminate the Agreement within 30 days following receipt, and it must state the reasons for termination.

B. Neither party may assign, transfer, or delegate this Agreement or its rights or duties hereunder without the prior written consent of the other party.

**VIII.**

**MISCELLANEOUS**

A. Nothing in this Agreement shall be construed to be a waiver of the governmental immunity of either the Board or County.

B. To the extent allowed by law, the County and the Board shall indemnify and hold harmless the remaining party to this Agreement for any injury or damage to any person or property arising from the use of a facility or property of the other. The party owning the facility or property shall be held harmless and indemnified by the party utilizing the facility or property, to the extent allowed by law, from all claims, suits, actions, and proceedings that may be brought or instituted on account of, growing out of, occurring from, incident to, or resulting from, any and all injuries or damages to persons or property arising out of the use and occupation of the facility or property, including all losses, costs, damages and expenses and attorney's fees and other costs of defending against such claims.

C. All notices required to be given under this Agreement shall be given by Certified Mail addressed to the proper party at the following addresses:

Board of Education: Dawson County Board of Education  
P.O. Box 208  
Dawsonville, Georgia 30534

The County: Dawson County Board of Commissioners  
76 Howard Ave. East, Suite 120  
Dawsonville, Georgia 30534.

The above addresses may be changed at any time by giving written notice of the address change to the other party.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

E. This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

F. If case any one or more of the provisions contained herein shall be for any reason held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. No amendment, modification, alteration of the terms shall be binding unless in writing, dated, subsequent to the date hereof and duly executed by the parties.

H. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

I. Time is of the essence of this Agreement.

J. This Agreement shall supersede and cancel any previous Agreements dealing with the same subject matter between the Board and the County.

**EXHIBIT "A "**

**"REGULATIONS"**

1. Property owned by the Board may be used by the County for recreational use only for the benefit of the citizens of Dawson County, Georgia. Property owned by the County shall be used by the Board for extracurricular recreational use only for the benefit of its students.
  
2. No activity that violates federal, state or local law or the policy of either the Board or the County will be allowed relative to the use by each party of the facilities referenced in the Agreement. All activities that are conducted at a school facility, on school premises, or on the premises of a County-owned property shall be conducted in compliance with all applicable laws, ordinances, and regulations of the Board or County and in keeping with reasonable standards of behavior. No alcoholic beverages, tobacco products or controlled substances will be permitted.

IN WITNESS WHEREOF, the Board and the County have caused this Agreement to be executed

by their respective officers the day and year first above written.

Signed, sealed and delivered in presence of:

DAWSON COUNTY BOARD OF COMMISSIONERS

Lauren Christian  
Witness

BY: Mike Berg  
Mike Berg, Chairman

Lauren Christian  
Notary Public  
*Commission expires 5-19-07*

BY: Tammy U. Clement  
Tammy Clement, Clerk

(COUNTY SEAL)

Signed, sealed and delivered in presence of:

DAWSON COUNTY BOARD OF EDUCATION

Lauren Christian  
Witness

BY: \_\_\_\_\_

Lauren Christian  
Notary Public  
*Commission expires 5-19-07*

BY: Roger Slaton  
Roger Slaton, Chairman



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