

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA – THURSDAY, MAY 2, 2024  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

---

**A. ROLL CALL**

**B. OPENING PRESENTATION**

1. National Day of Prayer Proclamation

**C. INVOCATION AND PLEDGE OF ALLEGIANCE**

**D. ANNOUNCEMENTS**

**E. APPROVAL OF MINUTES**

1. Minutes of the Work Session held on April 18, 2024
2. Minutes of the Voting Session held on April 18, 2024

**F. APPROVAL OF AGENDA**

**G. PUBLIC COMMENT**

**H. NEW BUSINESS**

1. Consideration of Tax Software Upgrade Needs and Funding Needs Related to Proposed Homestead Exemption Changes and Possible Future Special Ad Valorem Tax Districts to Fund Capital (Roadway) Improvement Projects
2. Consideration of Board Authorization to Enter into Agreement for the Mutual Exchange of Real Property and to Acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080-022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road
3. Consideration of Request for Fuel Center Updates
4. Consideration of Agreement Between Dawson County and Georgia Mountains Regional Commission for Services Associated with the Preparation and Submittal of a Community Development Block Grant for a Health Department

**I. PUBLIC COMMENT**

**J. ADJOURNMENT**

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

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



**DAWSON COUNTY  
BOARD OF COMMISSIONERS  
NATIONAL DAY OF PRAYER  
PROCLAMATION**

WHEREAS, the National Day of Prayer was established by an Act of Congress and signed into law by President Harry S. Truman in 1952 and has been observed across the nation on the first Thursday of May since 1988; and

WHEREAS, the history of our nation is marked with the role that prayer has played in the lives of individual Americans and indeed the United States as a whole, for without God there could be no American form of government or an American way of life; and

WHEREAS, our greatest leaders have turned to prayer for strength, wisdom, guidance and protection in times of crisis; and

WHEREAS, during uncertain and difficult times, we hold on to the promise that God is our refuge and our strength, an ever-present help in trouble; so we give thanks for His many blessings and pray for His continued grace, mercy, protection and guidance while we search for answers in challenging times; and

NOW, THEREFORE, the Dawson County Board of Commissioners does hereby join with our Governor and the President of our United States in declaring Thursday, May 2, 2024, as “National Day of Prayer” and encourage our fellow citizens throughout all of Dawson County to join us in earnest prayer for our county, our state and our nation, asking that God’s light illuminate the minds and hearts of our people and our leaders, so that we may meet the challenges that lie before us with wisdom and courage - united in the truth that all things are possible with God who gives us strength.

On this 2nd day of May, 2024.

Attest:

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

\_\_\_\_\_  
Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION MINUTES – THURSDAY, APRIL 18, 2024  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

---

*Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.*

**UNFINISHED BUSINESS**

1. Discussion of Property Maintenance Ordinance Review- County Manager Joey Leverette / Planning & Development Director Sharon Farrell (*Last discussed on January 26, 2024, during a BOC Planning Workshop and at the October 19, 2023, Work Session. A moratorium was extended at the May 18, 2023, Voting Session concerning the Property Maintenance Ordinance, pausing the enforcement of the Property Maintenance Ordinance and any related or similar provision in the Litter Control and Solid Waste Management Ordinance until such time that a revision of the Property Maintenance Ordinance is completed and a public hearing is advertised and held concerning a revised Property Maintenance Ordinance.*)  
***This item was for discussion only and will be placed on a future Work Session Agenda.***

**NEW BUSINESS**

1. Presentation of Application for Parade & Assembly – 4-H Rabies Clinic- Extension Coordinator Clark MacAllister  
***This item will be added to the April 18, 2024, Voting Session Agenda.***
2. Informational Presentation Related to Tax Software Upgrade Needs and Funding Needs Related to Proposed Homestead Exemption Changes and Possible Future Special Ad Valorem Tax Districts to Fund Capital (Roadway) Improvement Projects- Tax Commissioner Nicole Stewart / Chief Appraiser Elaine Garrett  
***This item will be placed on the May 2, 2024, Voting Session Agenda.***
3. Presentation of Acceptance of Trauma Grant- Emergency Services Division Chief of Administration and EMS Justin Mitchell  
***This item will be added to the April 18, 2024, Voting Session Agenda.***
4. Presentation of Board Authorization to Enter into Agreement for the Mutual Exchange of Real Property and to Acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080-022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry  
***This item will be placed on the May 2, 2024, Voting Session Agenda.***

5. Presentation of Request for Fuel Center Updates- Fleet Services Director Shannon Harben  
*This item will be placed on the May 2, 2024, Voting Session Agenda.*
6. Presentation of Agreement Between Dawson County and Georgia Mountains Regional Commission for Services Associated with the Preparation and Submittal of a Community Development Block Grant for a Health Department- Chairman Billy Thurmond  
*This item will be placed on the May 2, 2024, Voting Session Agenda.*
7. County Manager Report  
*This item was for information only.*
8. County Attorney Report  
*County Attorney Davis had no information to report.*

APPROVE:

ATTEST:

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

\_\_\_\_\_  
Kristen Cloud, County Clerk



**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – THURSDAY, APRIL 18, 2024  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

---

**ROLL CALL:** Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

**INVOCATION AND PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

None

**APPROVAL OF MINUTES:**

Motion passed 4-0 to approve the Minutes of the Work Session held on April 4, 2024. Stowers/Gaines

Motion passed 4-0 to approve the Minutes of the Voting Session held on April 4, 2024. Dooley/Bruce

**APPROVAL OF AGENDA:**

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

- Addition of Nos. 11 and 12 under New Business:
  - Application for Parade & Assembly – *4-H Rabies Clinic*
  - Acceptance of Trauma Grant

Stowers/Bruce

**PUBLIC COMMENT:**

None

**ZONING:**

*Public Hearing Concerning the Possible Modification of the Stipulations of Zoning Adopted Pursuant to Rezoning ZA 20-17 with Respect to Property Located at the Corner of Lumpkin Campground Road North and Highway 53 East and Also Known as TMP 113-011 and 113-092*

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

Planning & Development Director Sharon Farrell (also speaking on behalf of Dawson County) said Century Development owns the property and is developing a 120-unit townhome community with amenities known as Crosby Square. “The applicant desires to continue developing the

residential portion without the stipulations that were added in 2017 regarding the development of a commercial component,” she said. She said the specific request is to amend the following:

- Modify stipulation No. 1 to require that the residential development be constructed substantially in compliance with the Crosby Square subdivision plat;
- Modify stipulation No. 3 by revising the last sentence of such stipulation to read as follows: “This road shall be dedicated to Dawson County in accordance with the county’s code of ordinances and applicable state law;
- Remove stipulation No 4. in its entirety;
- Remove stipulation No. 5 in its entirety; and
- Modify stipulation No. 6 to require the owners of each of the residential parcel and the commercial parcel dedicate an additional 20 feet of right of way along the respective parcel’s frontage of Lumpkin Campground Road and State Highway 53.”

Farrell said this is a 20-acre parcel that is zoned Residential Multi-Family, and “the amendment is to remove that trigger for the final phase of the residential, which was basically holding up the continuing to build residential structures.”

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

Motion passed 4-0 to approve the Modification of the Stipulations of Zoning Adopted Pursuant to Rezoning ZA 20-17 with Respect to Property Located at the Corner of Lumpkin Campground Road North and Highway 53 East and Also Known as TMP 113-011 and 113-092. Gaines/Stowers

#### **NEW BUSINESS:**

##### Consideration of Dawson County Employee Insurance Renewal 2024-2025

Motion passed 4-0 to approve a Dawson County Employee Insurance Renewal 2024-2025 - to renew with current insurance carriers Cigna for Medical, Dental, Vision; The Standard for Life and Disability; FBA for Flexible Spending Account; FlexCare for Telemedicine; Nationwide for Pet Insurance; and to implement HealthMapRx Disease Management programs. Gaines/Bruce

##### Consideration of Request to Upgrade Case Management Software

Motion passed 4-0 to approve a Magistrate Court Request to Upgrade Case Management Software; \$45,272.04 will come from General Fund’s fund balance, with a contingency of \$14,727.96. Gaines/Bruce

##### Consideration of Request for Funding for New Fire Hydrants - Lumpkin Campground Road

Motion passed 4-0 to approve a Request for Funding for New Fire Hydrants - Lumpkin Campground Road; \$29,572 will come from impact fees. Dooley/Stowers

##### Consideration of Request for Funding for New Fire Hydrants - Thompson Road

Motion passed 4-0 to approve a Request for Funding for New Fire Hydrants - Thompson Road; \$140,467 will come from impact fees. Stowers/Bruce

##### Consideration of Grant Award for Fixed Generator

Motion passed 4-0 to accept a Grant Award for a Fixed Generator; the county’s contribution of \$5,801.70 will come from General Fund’s fund balance. Stowers/Bruce

Consideration of Design-Build Services - Fire Department Training Burn Structure

Motion passed 4-0 to approve Design-Build Services - Fire Department Training Burn Structure; to accept the offer received and award a contract to Benning Construction Company in the amount of \$864,073 utilizing Special Purpose Local Option Sales Tax VII funds. Dooley/Bruce

Consideration of Clinical Agreement Between Dawson County and North Georgia Technical College

Motion passed 4-0 to table a Clinical Agreement Between Dawson County and North Georgia Technical College until additional liability information is received. Gaines/Stowers

In other Emergency Services-related business, motion passed 4-0 to approve a Memorandum of Understanding Between Dawson County, on Behalf of the Dawson County EMS Academy, and the Dawson County Board of Education, Acting on Behalf of the Dawson County School District, contingent on the Dawson County Board of Education approving the MOU, which would allow the Academy's students to be able to spend time in the clinical setting of the School District's nursing stations in an effort to obtain pediatric contacts that will help the students meet the minimum requirements for state approval in graduating. Gaines/Stowers

Consideration of Repairs to the Indian Cove Road Culvert

Motion passed 4-0 to approve Repairs to the Indian Cove Road Culvert; to waive the Purchasing Policy Ordinance requiring sealed bids for this project and allow Purchasing to create a purchase order to Utility Asset Management for this work in the amount of \$39,594 utilizing Special Purpose Local Option Sales Tax VII funds. Stowers/Bruce

Consideration of a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 04 with Authorization for the Chairman to Execute Documents in Furtherance of Same

Motion passed 4-0 to approve a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 04 with Authorization for the Chairman to Execute Documents in Furtherance of Same; \$1,600 will come from Special Purpose Local Option Sales Tax VI funds. This is considered a "friendly condemnation." Dooley/Gaines

Consideration of a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 05 with Authorization for the Chairman to Execute Documents in Furtherance of Same

Motion passed 4-0 to approve a Resolution to Condemn Property Interest in Tax Parcel #090-015-001 (Portion); Parcel Owner: Burt Creek Farms, LLC; of the SR 136 at Shoal Creek Road Project - Parcel 05 with Authorization for the Chairman to Execute Documents in Furtherance of Same; \$9,600 will come from Special Purpose Local Option Sales Tax VI funds. This is considered a "friendly condemnation." Bruce/Dooley

Consideration of Application for Parade & Assembly – 4-H Rabies Clinic

Motion passed 4-0 to approve an Application for Parade & Assembly – 4-H Rabies Clinic using county property on April 27, 2024, and for each year moving forward unless substantial changes are made to the annual event. Gaines/Bruce

Consideration of Acceptance of Trauma Grant

Motion passed 4-0 to approve the Acceptance of a no-match Trauma Grant for Emergency Services in the amount of \$5,217.19. Bruce/Gaines

**PUBLIC COMMENT:**

Michael Hamang, Dawsonville, Georgia, said he wished to address commercial business operating on residentially zoned property, which “I’ve talked about before and my concerns about the school children’s safety.” Hamang added, “But there are other issues with this property that I’d like the board to respectfully consider... This particular business does not have a business license at that address to be conducting the business. The owner also does not have a landfill permit, which it’s a hauling company that’s been dumping who knows what on the property for years. The owner also does not have a license for diesel fuel storage tanks so none of these things have been inspected, especially the landfill part. And my concern is that the new 115-acre drinking water reservoir for the county for the next 50 years backs up to this property. I would like to see risk management look at this situation and maybe the EPD, to take soil samples or do what they do to see if there would be any leakage into the 115-acre water reservoir, which would be disastrous. The other concern I have about this particular business is that they had started constructing a commercial garage on their property. The Marshal had gone over and posted the property, saying for one, you’re not allowed as a commercial business to be operating on a residentially zoned property; and for two, you don’t have a building permit for this building. So that was posted, and 8 months later the building was nearly finished and the Marshal had to go back and post a stop-work order, which means the post the Marshal put in initially must have been taken down to continue to build a building. Then, as of January 30, the owner did go and get a building permit after the fact. I would respectfully urge for you to look at the Marshal’s report, which includes a lot of this information as well as photographs of what’s been [happening] on this property since 2008 possibly, or 2005. Those are my major concerns, not to mention the destruction of the roads...”

**ADJOURNMENT:**

APPROVE:

ATTEST:

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

\_\_\_\_\_  
Kristen Cloud, County Clerk



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Tax Commissioner

Work Session:

Prepared By: Nicole Stewart

Voting Session: 05.02.24

Presenter: Nicole Stewart

Public Hearing: Yes  No

Agenda Item Title: Presentation of Tax Commissioner's System Upgrade Request

Background Information:

Tax Commissioner's Office system upgrade due to TADs and protentional tax exemptions.

Current Information :

Presented 04.18.24 - Estimated cost \$30,352

Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining

\*If this is a personnel-related request, has it been reviewed by Human Resources? No

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Department Authorization: \_\_\_\_\_

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

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: \_\_\_\_\_



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: April 18, 2024

Prepared By: Robert W. Drewry, Director of Public Works

Voting Session: May 2, 2024

Presenter: Robert W. Drewry

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

Agenda Item Title: Request Board authorization to enter into Agreement for the mutual exchange of real property and to acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080 022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Background Information:

The Board of Commissioners approved a project for the construction of a roundabout on State Route 136 at Shoal Creek Road funded from SPLOST VI. Construction plans are substantially complete and staff is in the acquisition stage of the project. Staff is working with the County Attorney for parcel acquisition.

Current Information:

Project Parcels #1, #2 and #3 are owned by Bethel Baptist Church of Dawson County Inc. The project requires two temporary driveway easements and a temporary construction easement from Project Parcels #1, #2 and #3. The temporary Easements will terminate upon completion of the project. The cumulative appraised cost of the easements is \$1,500.

Project Parcel #2 also requires 31,429.57 square feet of right of way from the Church. The Church has asked that the County transfer a portion of equal value of the existing right of way that is to be abandoned back to the Church. Since the exchange of property is of equal size and equal value, there is no monies in the transaction.

The property owner has signed the Agreement that outlines the acquisition accordingly. Staff is asking for Board concurrence on the acquisition and property exchange and authorize the Chairman to sign the agreement.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			\$1500.00	

Recommendation/Motion: Request Board authorization to enter into Agreement for the mutual exchange of real property and to acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080 022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Department Head Authorization: \_\_\_\_\_ RWD \_\_\_\_\_

Date: April 9, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 4/8/24

County Manager Authorization: J. Leverette 10 \_\_\_\_\_

Date: \_\_\_\_\_ 4-8-24

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

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

Comments/Attachments:

**AGREEMENT REGARDING THE ACQUISITION OF  
REAL PROPERTY INTERESTS FOR A COUNTY ROAD PROJECT**

**THIS AGREEMENT REGARDING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR A COUNTY ROAD PROJECT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Dawson County Board of Commissioners (the “County”), and **BETHEL BAPTIST CHURCH OF DAWSON COUNTY, INC.**, a Georgia corporation (the “Church”), sometimes hereinafter individually referred to as a “Party” or collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the County is managing an intersection improvement project at SR 136 and Shoal Creek Road to convert a “T” intersection into a roundabout intersection (the “Project”); and

**WHEREAS**, the Project impacts abutting real property owned by the Church at Tax Parcel No. 080 022 (“Church Property”) (separated, as impacted by the Project, into three project parcel areas – Parcel 1, Parcel 2, and Parcel 3); and

**WHEREAS**, the project impacts to the Church Property are summarized as follows:

Project Parcel	Owner	TPN	Property Interest Required	Area Required
1	Bethel Baptist Church of Dawson County, Inc.	080 022	Driveway Easement	
2	Bethel Baptist Church of Dawson County, Inc.	080 022	Right-of-Way - Tract 1	599.05 SF / 0.014 ac.
			Right-of-Way - Tract 2	15598.05 SF / 0.358 ac.
			<b>Total ROW</b>	<b>0.372 ac.</b>
			Temporary Construction Ease.	9408.22 SF / 0.216 ac.
3	Bethel Baptist Church of Dawson County, Inc.	080 022	Temporary Construction Ease. Driveway Easement	239.47 SF / 0.005 ac.

**WHEREAS**, the County and the Church have agreed that an exchange of real property areas is in the best interest of the Parties; and



**WHEREAS**, the County represents that it owns approximately 31,430 square feet of real property located in Dawson County, Georgia, as more particularly depicted in the attached Exhibit A, being labeled as “County Transfer” (the “County Tract”); and

**WHEREAS**, the Church represents that it owns approximately 31,430 square feet of real property located at Tax Parcel 080 022, in Land Lot 109, 4<sup>th</sup> District, 1<sup>st</sup> Section, of Dawson County, Georgia, as more particularly depicted in Exhibit A, being labeled as “County Obtain” (the “Church Tract”); and

**WHEREAS**, the County desires to dispose of the County Tract in exchange for the Church Tract and the Church desires to dispose of the Church Tract in exchange for the County Tract; and

**WHEREAS**, the exchange of the County Tract and the Church Tract will satisfy the County’s obligation to purchase necessary right-of-way and temporary construction easement area on Project Parcel 2; and

**WHEREAS**, in addition to the property exchange, the County will still purchase, for cash, the driveway easement required on Project Parcel 1 and the temporary construction easement area and driveway easement required on Project Parcel 3; and

**WHEREAS**, O.C.G.A. § 32-3-3(b) authorizes a County to dispose of real property by exchange for public road purposes when the real property so acquired is of equal or greater value than the property previously belonging to the County; and

**WHEREAS**, the County Tract and the Church Tract areas were appraised on July 29, 2023, by Greg Malcolm & Associates, Inc., who determined the fair market value of both Tracts to be \$24,000 per acre; and

**WHEREAS**, the Parties hereto have considered the appraised values of both the County Tract and the Church Tract and have approved of such values; and

**WHEREAS**, the County Tract and the Church Tract are of equal size and are, therefore, of equal value.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein, the Parties hereby agree to the above recitals and as follows:

**AGREEMENT**

1. The County agrees to convey the County Tract to the Church and the Church agrees to convey the Church Tract to the County on or by the Closing Date (defined below) by quit claim deed. The conveyances described above shall occur simultaneously, subject to the terms and conditions as herein stated.

2. Consideration. The consideration of this Agreement shall be, and is hereby limited to, the mutual exchange of real property between the Parties pursuant to O.C.G.A. § 32-3-3(b). The parties hereto agree that such exchange shall satisfy the County's obligation to purchase necessary right-of-way and temporary construction easement area on Project Parcel 2. In addition to the exchange noted above, the County agrees to purchase the following real property interests required for the Project as reflected on the Right-of-Way Plans dated July 14, 2023, prepared for the Project by Southeastern Engineering, Inc. (see copies attached marked Exhibit B), in amounts as follows:

Project Parcel 1	Driveway Easement (1)	\$ 500.00
Project Parcel 3	239.47 sq. ft. Temporary Const. Ease. area	\$ 500.00
Project Parcel 3	Driveway Easement (1)	\$ 500.00
<b>Total</b>		<b>\$1,500.00</b>

3. Due Diligence. The Parties shall have a **ninety (90) day** Due Diligence period commencing immediately upon execution of this Agreement. During the Due Diligence period,

the Parties may enter the respective tracts and may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the exchange property. It is agreed that such papers that may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the parties prior to Closing. If a Party shall decline or fail to accept the exchange property at or by Closing, then this Agreement shall be null and void, whereupon the Parties hereto shall have no further rights, duties, obligations, or liabilities to one another hereunder.

4. Closing Date. A Closing shall be conducted within **ninety (90) days** of the Effective Date of this Agreement. Title to the exchange properties shall transfer between the Parties at the time of Closing. Closing shall be accomplished upon the recording of the corresponding conveyance documents which may occur upon confirmation that all conditions required herein to be performed by either Party have been properly and fully completed in advance of the Closing Date.

5. Taxes. All taxes, assessments, and encumbrances which are a lien against the exchange properties' corresponding tax parcels shall remain the responsibility of the Grantors. Real estate taxes which are a lien (but are not yet due and payable) will also remain the responsibility of the Grantors.

6. Risk of Loss. All risk of loss or damage to the exchange properties will pass between the Parties at Closing. In the event that loss or damage occurs to the exchange properties prior to Closing, the Parties may, without liability, refuse to accept the conveyance of title, or they alternatively may elect to accept the conveyance of title to the exchange properties "AS IS."

7. Right of Entry. The Parties may enter upon the exchange properties at reasonable times for surveying and other reasonable purposes related to this transaction from the Effective

Date of this Agreement, through and including the time of delivery of possession of the Closing. This right of entry is in addition to those Due Diligence period rights as identified in Section 5 above. Entry upon the exchange properties in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with either Party's ongoing operations or in such a manner as would do permanent or long-term damage to the exchange properties.

8. Preservation of Property. The Parties agrees that the exchange properties shall remain as they now are until the delivery of possession of the exchange properties between the Parties, and both Parties will prevent and refrain from any use of the exchange properties for any purpose or in any manner which would adversely affect the other's use and enjoyment of the property in the future.

9. Binding Effect. The agreements set forth herein are to apply to and bind the heirs, executors, administrators, successors, personal representatives and assigns of the Parties.

10. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

11. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the Parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

12. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

13. Public Meeting Requirement. In accordance with the Georgia Open Meetings Act, the County's decision to enter into this Agreement to exchange real property must be made in an open (i.e., public) meeting where the identity of the properties and the terms of the exchange are disclosed before the vote. See O.C.G.A. § 50-14-3(b).

14. Broker or Agent. The Parties agree that no broker or agent has been engaged by either Party in this transaction.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above (the "Effective Date"), which shall be the date this Agreement is approved by the Dawson County Board of Commissioners.

**BETHEL BAPTIST CHURCH OF DAWSON COUNTY, INC.**

By: *Clark Beusse*  
Clark Beusse, CEO

Attest:

By: *Gary C. Vaughners*  
Gary C. Vaughners, Corporate Secretary

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

*James Sheffield*  
Witness

*Dennis J. Bottoms*  
Notary Public



[NOTARY SEAL]

My Commission Expires: 12-18-24

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

**DAWSON COUNTY, GEORGIA, by and  
through its Board of Commissioners**

By: \_\_\_\_\_  
Billy Thurmond, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**





**EXHIBIT B**

DATE: 01/20/04  
 DRAWN BY: JAC/ELC/MLC, INC.  
 PROJECT NO.: 0120048



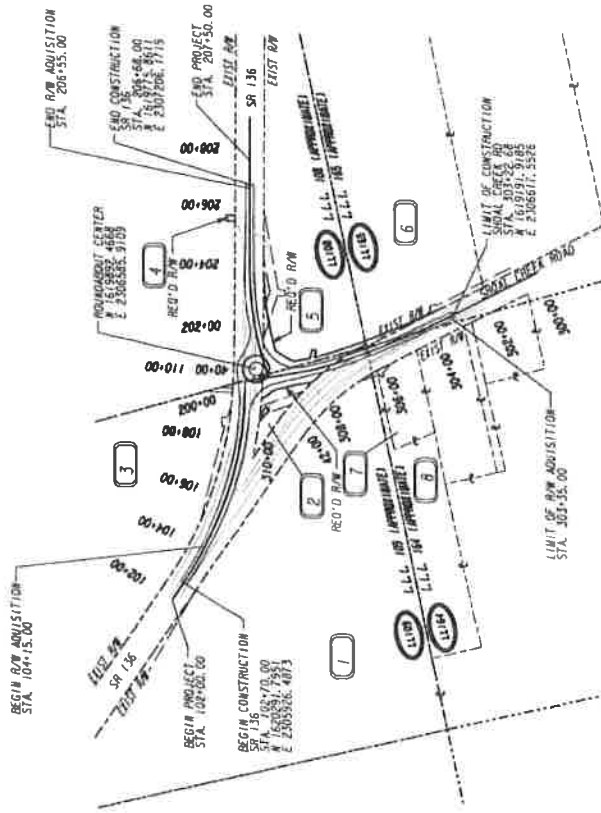
LOCATION SKETCH - N.T.S.  
 PROJECT LOCATION

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE  
 GRID CO-ORDINATES BASED ON THE CALIFORNIA STATE PLANE  
 SYSTEM. THE DATUM IS THE 1983 NORTH AMERICAN DATUM.  
 HORIZONTAL DATUM - NAD 83  
 VERTICAL DATUM - MVD 1988

# DAWSON COUNTY PUBLIC WORKS

## RIGHT OF WAY OF PROPOSED SR 136 AT SHOAL CREEK ROAD

FEDERAL ROUTE No.: N/A  
 STATE ROUTE No.: 136  
 PROJECT No.: 0120048



LENGTH OF RIGHT OF WAY PROJECT	LENGTH OF RIGHT OF WAY
0.23	0.23
0.23	0.23
0.23	0.23
0.23	0.23



THIS PROJECT IS LOCATED IN DAWSON COUNTY  
 AND JURISDICTIONAL DISTRICT 8.

CONVENTIONAL SIGNS

EXISTING	.....
PROPOSED	.....
PROPERTY LINE	.....
LAND LOT LINE	.....
EXISTING LIMIT OF ACCESS	.....
PROPOSED LIMIT OF ACCESS	.....
EXISTING LIMIT OF ACCESS & R/W	.....
PROPOSED LIMIT OF ACCESS & R/W	.....
EXISTING R/W	.....
PROPOSED R/W	.....
EXISTING FENCE	.....
PROPOSED FENCE	.....



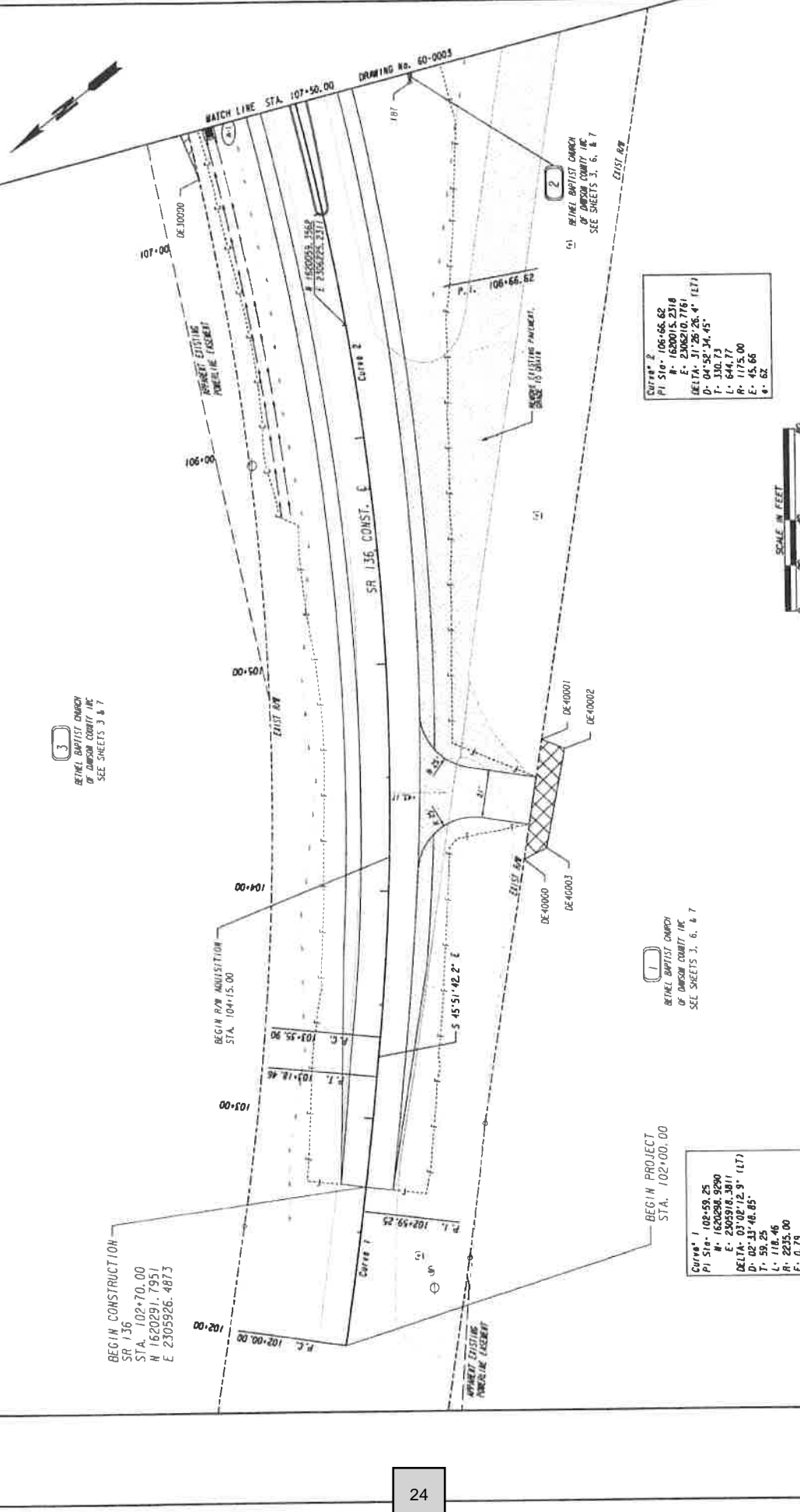
PLANS PREPARED BY

IN WKS. COMPLETED: 01/15/2004

REVISIONS:

DRAWING NO.  
 60-0001

PROJECT NUMBER: 0120048  
 COUNTY: DAWSON



3  
 BETHEL BAPTIST CHURCH  
 OF DAMSON COUNTY INC  
 SEE SHEETS 3 & 7

Curve 2  
 P.I. Sta. 106+66.62  
 R. 1620015.2318  
 E. 2308210.7761  
 DELTA - 37°26'26.4" (E7)  
 D. 04°58'34.45"  
 L. 624.77  
 T. 1175.00  
 R. 45.66  
 E. 6Z

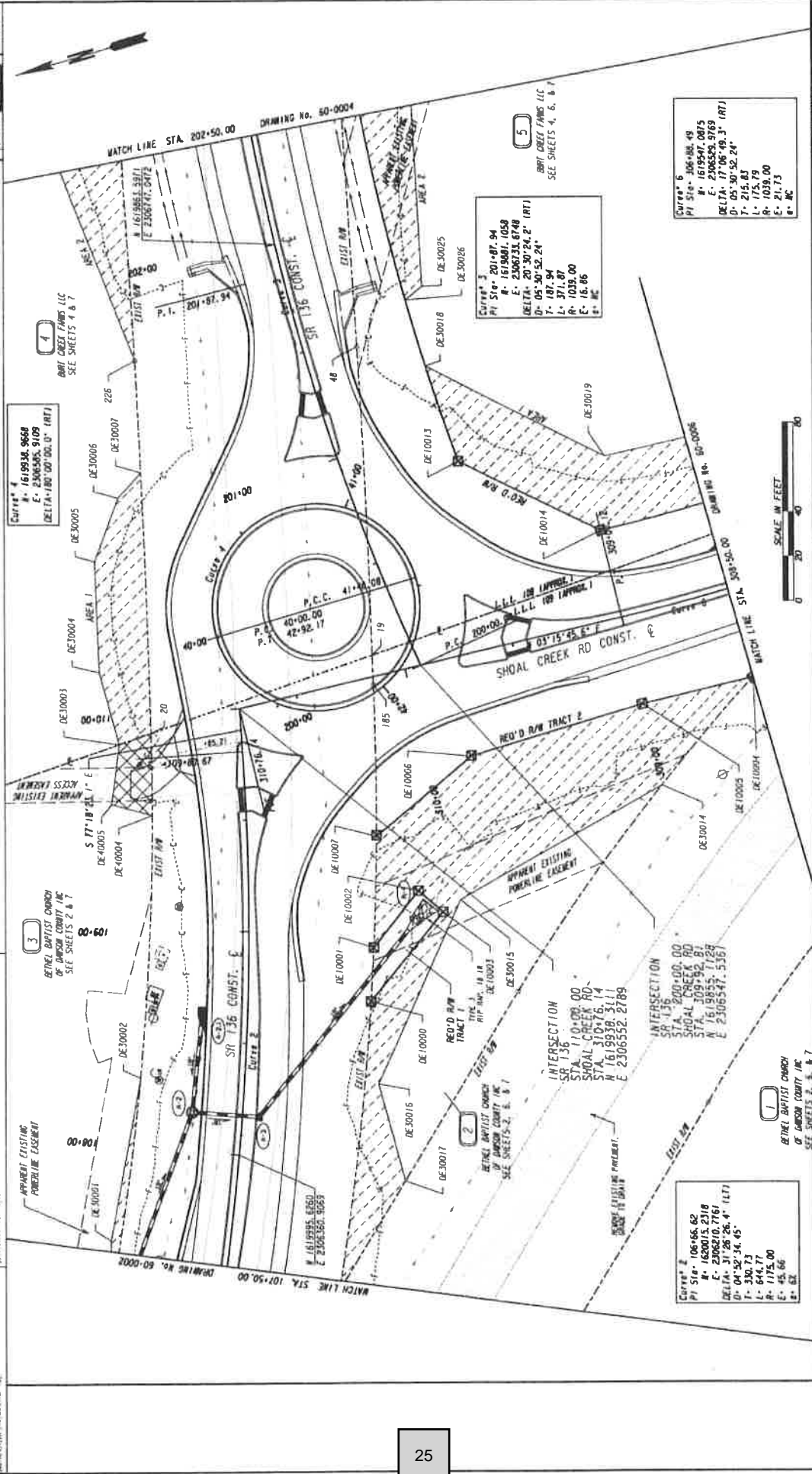
1  
 BETHEL BAPTIST CHURCH  
 OF DAMSON COUNTY INC  
 SEE SHEETS 3, 6, & 7

Curve 1  
 P.I. Sta. 102+59.25  
 R. 1526284.6290  
 E. 2305918.3811  
 DELTA - 03°02'12.9" (E7)  
 D. 02°33'48.85"  
 L. 59.25  
 T. 118.46  
 R. 2235.00  
 E. 0.79  
 E. 6Z



PROPERTY AND EXISTING ROW LINE	DATE	REVISIONS
REQUIRED ROW LINE		
CONSTRUCTION LIMITS		
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		
EASEMENT FOR CONSTR OF SLOPES		
EASEMENT FOR CONSTR OF DRIVES		
BEGIN LIMIT OF ACCESS		
END LIMIT OF ACCESS		
EXISTING LIMIT OF ACCESS		
REQ'D LIMIT OF ACCESS		
EXISTING LIMIT OF ACCESS & ROW		
REQ'D LIMIT OF ACCESS & ROW		
GRADE BARRIED FENCE		
ESA - ENV. SENSITIVE AREA		

DAMSON COUNTY  
 PUBLIC WORKS  
 RIGHT OF WAY MAP  
 PROJECT NO. 0120048  
 COUNTY, DAMSON COUNTY  
 LAND DISTRICT 14  
 DATE 7-14-83 54.2 OF 8  
 DRAWING No. 60-0003



**Curve 4**  
 P.I. Sta = 161993.8, 968  
 P.E. = 230650.5, 5109  
 DELTA = 180° 00' 00.0" (RT)

**Curve 3**  
 P.I. Sta = 161993.8, 968  
 P.E. = 230650.5, 5109  
 DELTA = 180° 00' 00.0" (RT)

**Curve 2**  
 P.I. Sta = 106566.63  
 P.E. = 230650.5, 5109  
 DELTA = 31° 28' 26.4" (LT)

**Curve 5**  
 P.I. Sta = 201+87.94  
 P.E. = 230673.3, 8748  
 DELTA = 20° 30' 24.2" (RT)

**Curve 6**  
 P.I. Sta = 306+88.49  
 P.E. = 1619547.0, 875  
 DELTA = 17° 06' 49.3" (RT)

**Intersection**  
 SR 136  
 STA. 110+00.00  
 SHOAL CREEK RD  
 STA. 310+16.14  
 N 161993.8, 3111  
 E 2306552.2789

**Intersection**  
 SR 136  
 STA. 200+00.00  
 SHOAL CREEK RD  
 STA. 309+52.81  
 N 1619855.1729  
 E 2306547.5361

**Curve 3**  
 P.I. Sta = 201+87.94  
 P.E. = 230673.3, 8748  
 DELTA = 20° 30' 24.2" (RT)

**Curve 4**  
 P.I. Sta = 161993.8, 968  
 P.E. = 230650.5, 5109  
 DELTA = 180° 00' 00.0" (RT)

**Curve 2**  
 P.I. Sta = 106566.63  
 P.E. = 230650.5, 5109  
 DELTA = 31° 28' 26.4" (LT)

**Curve 5**  
 P.I. Sta = 201+87.94  
 P.E. = 230673.3, 8748  
 DELTA = 20° 30' 24.2" (RT)

**Curve 6**  
 P.I. Sta = 306+88.49  
 P.E. = 1619547.0, 875  
 DELTA = 17° 06' 49.3" (RT)

**Curve 3**  
 P.I. Sta = 161993.8, 968  
 P.E. = 230650.5, 5109  
 DELTA = 180° 00' 00.0" (RT)

**Curve 4**  
 P.I. Sta = 161993.8, 968  
 P.E. = 230650.5, 5109  
 DELTA = 180° 00' 00.0" (RT)

**Curve 5**  
 P.I. Sta = 201+87.94  
 P.E. = 230673.3, 8748  
 DELTA = 20° 30' 24.2" (RT)

REVISIONS	DATE	BY	DESCRIPTION
1			REVISIONS
2			REVISIONS
3			REVISIONS
4			REVISIONS
5			REVISIONS

<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>--- RECD R/W TRACT 2</li> <li>--- RECD R/W TRACT 1</li> <li>--- APPARENT EXISTING POWERLINE CASEMENT</li> <li>--- APPARENT EXISTING WATER ACCESS EASEMENT</li> <li>--- E 3'-0" EASEMENT</li> <li>--- E 4'-0" EASEMENT</li> <li>--- E 5'-0" EASEMENT</li> <li>--- E 6'-0" EASEMENT</li> <li>--- E 8'-0" EASEMENT</li> <li>--- E 10'-0" EASEMENT</li> <li>--- E 12'-0" EASEMENT</li> <li>--- E 15'-0" EASEMENT</li> <li>--- E 20'-0" EASEMENT</li> <li>--- E 25'-0" EASEMENT</li> <li>--- E 30'-0" EASEMENT</li> <li>--- E 35'-0" EASEMENT</li> <li>--- E 40'-0" EASEMENT</li> <li>--- E 45'-0" EASEMENT</li> <li>--- E 50'-0" EASEMENT</li> <li>--- E 60'-0" EASEMENT</li> <li>--- E 75'-0" EASEMENT</li> <li>--- E 90'-0" EASEMENT</li> <li>--- E 100'-0" EASEMENT</li> <li>--- E 125'-0" EASEMENT</li> <li>--- E 150'-0" EASEMENT</li> <li>--- E 175'-0" EASEMENT</li> <li>--- E 200'-0" EASEMENT</li> <li>--- E 225'-0" EASEMENT</li> <li>--- E 250'-0" EASEMENT</li> <li>--- E 275'-0" EASEMENT</li> <li>--- E 300'-0" EASEMENT</li> <li>--- E 325'-0" EASEMENT</li> <li>--- E 350'-0" EASEMENT</li> <li>--- E 375'-0" EASEMENT</li> <li>--- E 400'-0" EASEMENT</li> <li>--- E 425'-0" EASEMENT</li> <li>--- E 450'-0" EASEMENT</li> <li>--- E 475'-0" EASEMENT</li> <li>--- E 500'-0" EASEMENT</li> <li>--- E 525'-0" EASEMENT</li> <li>--- E 550'-0" EASEMENT</li> <li>--- E 575'-0" EASEMENT</li> <li>--- E 600'-0" EASEMENT</li> <li>--- E 625'-0" EASEMENT</li> <li>--- E 650'-0" EASEMENT</li> <li>--- E 675'-0" EASEMENT</li> <li>--- E 700'-0" EASEMENT</li> <li>--- E 725'-0" EASEMENT</li> <li>--- E 750'-0" EASEMENT</li> <li>--- E 775'-0" EASEMENT</li> <li>--- E 800'-0" EASEMENT</li> <li>--- E 825'-0" EASEMENT</li> <li>--- E 850'-0" EASEMENT</li> <li>--- E 875'-0" EASEMENT</li> <li>--- E 900'-0" EASEMENT</li> <li>--- E 925'-0" EASEMENT</li> <li>--- E 950'-0" EASEMENT</li> <li>--- E 975'-0" EASEMENT</li> <li>--- E 1000'-0" EASEMENT</li> </ul>	<p><b>Scale</b>                  0 20 40 60                  SCALE IN FEET</p>
--	--

<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>--- RECD R/W TRACT 2</li> <li>--- RECD R/W TRACT 1</li> <li>--- APPARENT EXISTING POWERLINE CASEMENT</li> <li>--- APPARENT EXISTING WATER ACCESS EASEMENT</li> <li>--- E 3'-0" EASEMENT</li> <li>--- E 4'-0" EASEMENT</li> <li>--- E 5'-0" EASEMENT</li> <li>--- E 6'-0" EASEMENT</li> <li>--- E 8'-0" EASEMENT</li> <li>--- E 10'-0" EASEMENT</li> <li>--- E 12'-0" EASEMENT</li> <li>--- E 15'-0" EASEMENT</li> <li>--- E 20'-0" EASEMENT</li> <li>--- E 25'-0" EASEMENT</li> <li>--- E 30'-0" EASEMENT</li> <li>--- E 35'-0" EASEMENT</li> <li>--- E 40'-0" EASEMENT</li> <li>--- E 45'-0" EASEMENT</li> <li>--- E 50'-0" EASEMENT</li> <li>--- E 60'-0" EASEMENT</li> <li>--- E 75'-0" EASEMENT</li> <li>--- E 90'-0" EASEMENT</li> <li>--- E 100'-0" EASEMENT</li> </ul>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>--- RECD R/W TRACT 2</li> <li>--- RECD R/W TRACT 1</li> <li>--- APPARENT EXISTING POWERLINE CASEMENT</li> <li>--- APPARENT EXISTING WATER ACCESS EASEMENT</li> <li>--- E 3'-0" EASEMENT</li> <li>--- E 4'-0" EASEMENT</li> <li>--- E 5'-0" EASEMENT</li> <li>--- E 6'-0" EASEMENT</li> <li>--- E 8'-0" EASEMENT</li> <li>--- E 10'-0" EASEMENT</li> <li>--- E 12'-0" EASEMENT</li> <li>--- E 15'-0" EASEMENT</li> <li>--- E 20'-0" EASEMENT</li> <li>--- E 25'-0" EASEMENT</li> <li>--- E 30'-0" EASEMENT</li> <li>--- E 35'-0" EASEMENT</li> <li>--- E 40'-0" EASEMENT</li> <li>--- E 45'-0" EASEMENT</li> <li>--- E 50'-0" EASEMENT</li> <li>--- E 60'-0" EASEMENT</li> <li>--- E 75'-0" EASEMENT</li> <li>--- E 90'-0" EASEMENT</li> <li>--- E 100'-0" EASEMENT</li> </ul>
---	---

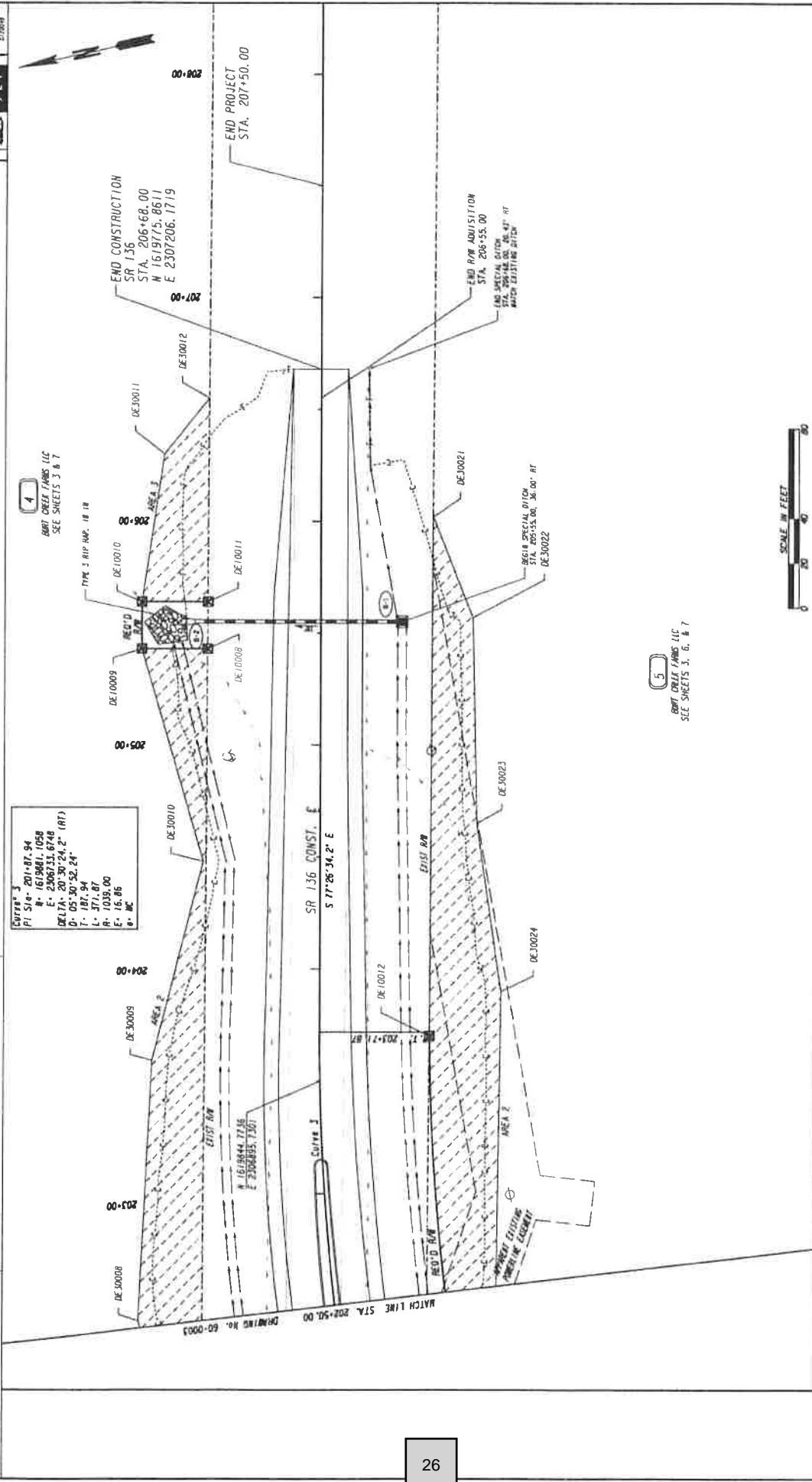
<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>--- RECD R/W TRACT 2</li> <li>--- RECD R/W TRACT 1</li> <li>--- APPARENT EXISTING POWERLINE CASEMENT</li> <li>--- APPARENT EXISTING WATER ACCESS EASEMENT</li> <li>--- E 3'-0" EASEMENT</li> <li>--- E 4'-0" EASEMENT</li> <li>--- E 5'-0" EASEMENT</li> <li>--- E 6'-0" EASEMENT</li> <li>--- E 8'-0" EASEMENT</li> <li>--- E 10'-0" EASEMENT</li> <li>--- E 12'-0" EASEMENT</li> <li>--- E 15'-0" EASEMENT</li> <li>--- E 20'-0" EASEMENT</li> <li>--- E 25'-0" EASEMENT</li> <li>--- E 30'-0" EASEMENT</li> <li>--- E 35'-0" EASEMENT</li> <li>--- E 40'-0" EASEMENT</li> <li>--- E 45'-0" EASEMENT</li> <li>--- E 50'-0" EASEMENT</li> <li>--- E 60'-0" EASEMENT</li> <li>--- E 75'-0" EASEMENT</li> <li>--- E 90'-0" EASEMENT</li> <li>--- E 100'-0" EASEMENT</li> </ul>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>--- RECD R/W TRACT 2</li> <li>--- RECD R/W TRACT 1</li> <li>--- APPARENT EXISTING POWERLINE CASEMENT</li> <li>--- APPARENT EXISTING WATER ACCESS EASEMENT</li> <li>--- E 3'-0" EASEMENT</li> <li>--- E 4'-0" EASEMENT</li> <li>--- E 5'-0" EASEMENT</li> <li>--- E 6'-0" EASEMENT</li> <li>--- E 8'-0" EASEMENT</li> <li>--- E 10'-0" EASEMENT</li> <li>--- E 12'-0" EASEMENT</li> <li>--- E 15'-0" EASEMENT</li> <li>--- E 20'-0" EASEMENT</li> <li>--- E 25'-0" EASEMENT</li> <li>--- E 30'-0" EASEMENT</li> <li>--- E 35'-0" EASEMENT</li> <li>--- E 40'-0" EASEMENT</li> <li>--- E 45'-0" EASEMENT</li> <li>--- E 50'-0" EASEMENT</li> <li>--- E 60'-0" EASEMENT</li> <li>--- E 75'-0" EASEMENT</li> <li>--- E 90'-0" EASEMENT</li> <li>--- E 100'-0" EASEMENT</li> </ul>
---	---

**DAVISON COUNTY PUBLIC WORKS**

**RIGHT OF WAY MAP**

PROJECT NO. 0100048  
 COUNTY: DAVISON COUNTY  
 LAND LOT NO. 106, 109  
 T. 21S. R. 7E. S. 26, 27, 28 DISTRICT 4  
 DATE: 1-14-23 SH. 3 DE. 8

**60-0003**



**CURVE 3**

PI	201+87.94
PT	161981.1058
E	2306231.6748
DELT A	20°30'24.2\" (RT)
D	05°30'52.24\"
L	187.94
R	1039.00
E	16.86
MC	

**4**  
 BART CREEK FARMS LLC  
 SEE SHEETS 3 & 7

**5**  
 BART CREEK FARMS LLC  
 SEE SHEETS 3, 6, & 7



DATE	REVISIONS

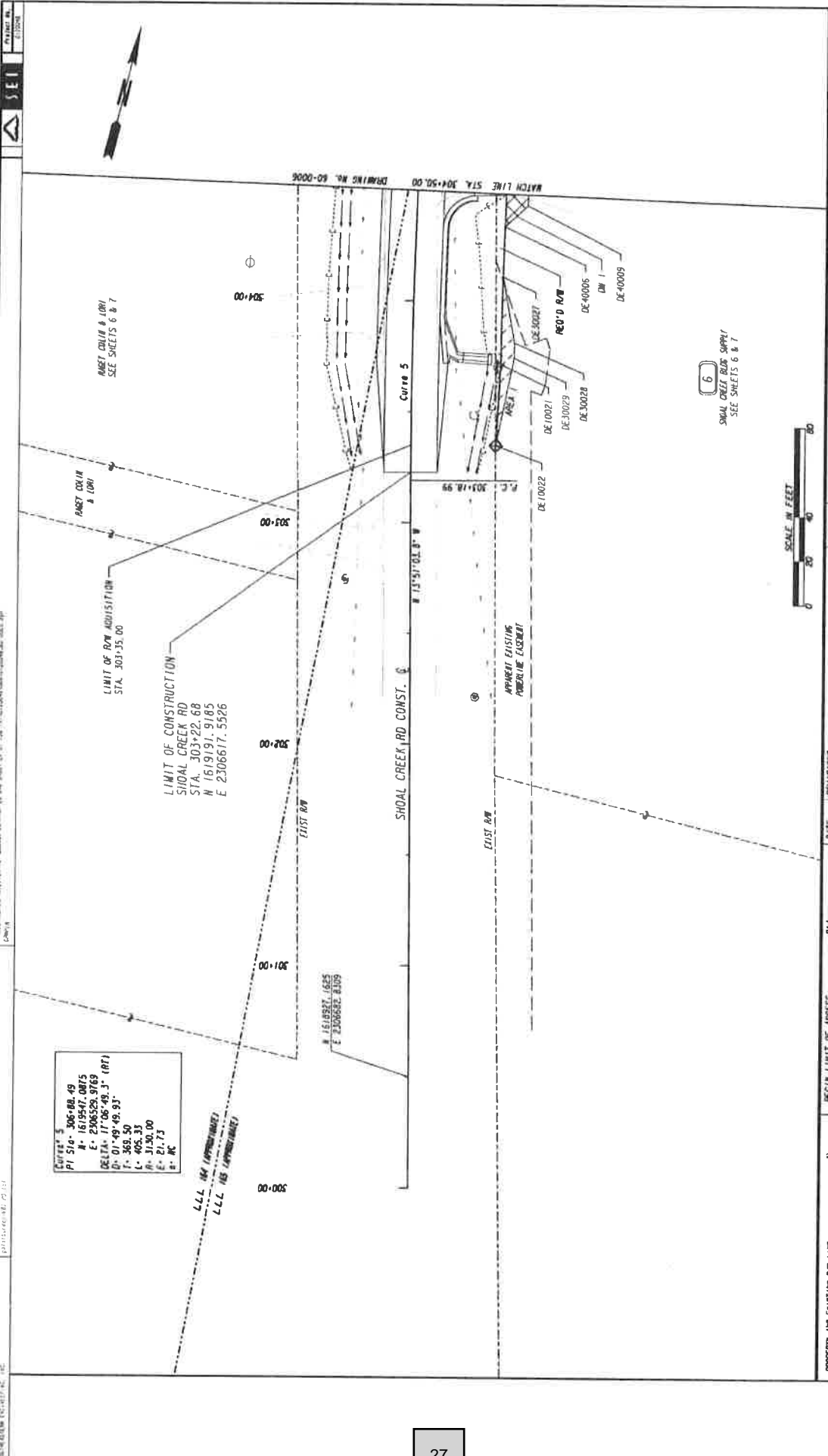
DATE	REVISIONS

	PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES
	BEGIN LIMIT OF ACCESS END LIMIT OF ACCESS EXISTING LIMIT OF ACCESS REWO LIMIT OF ACCESS REWO LIMIT OF ACCESS & R/W REWO LIMIT OF ACCESS & R/W CHANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA

DIMSON COUNTY  
 PUBLIC WORKS  
**RIGHT OF WAY MAP**  
 PROJECT NO. 60-0004  
 COUNTY, DIMSON COUNTY  
 LAND LOT NO. 100  
 TOWNSHIP 14 N  
 RANGE 11 W  
 DATE 7-14-23 SH 4 OF 8  
**60-0004**





CURVE 5

PI STA	306+66.49
M	1619547.0875
E	2306529.3769
DELTA	17°06'48.3" (RT)
D	01+49+45.93
L	383.50
C	605.33
P	3130.00
E	61.73
R	MC

LLL 1/4" (APPROXIMATE)  
LLL 1/8" (APPROXIMATE)

PROPERTY AND EXISTING ROW LINE  
REQUIRED ROW LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
EASEMENT FOR SLOPES  
EASEMENT FOR CONSTR OF DRAINAGES  
EASEMENT FOR CONSTR OF DRAINAGES

BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS.....ELA  
EXISTING LIMIT OF ACCESS.....ELA  
EXISTING LIMIT OF ACCESS.....ELA  
EXISTING LIMIT OF ACCESS.....ELA  
RIGHT OF WAY ROW  
RIGHT OF WAY ROW  
RIGHT OF WAY ROW  
ORANGE BARRIER FENCE  
ESA - EMV SENSITIVE AREA

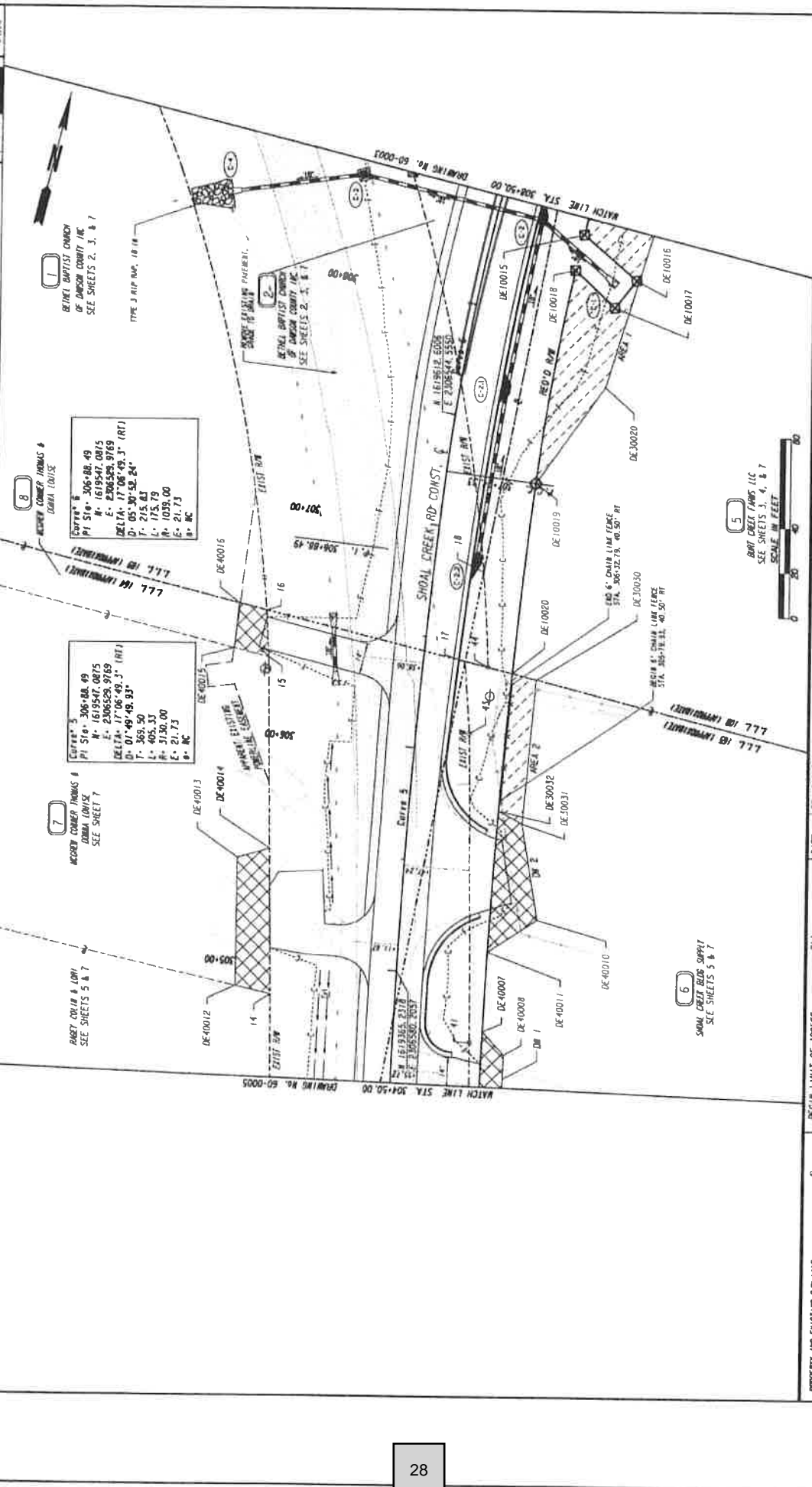
REVISIONS	DATE	REVISIONS	DATE

SCALE IN FEET  
0 20 40 80

6  
SHOAL CREEK BRIDGE SUPPLY  
SEE SHEETS 6 & 7

OWSON COUNTY PUBLIC WORKS  
PROJECT NO. 01020048  
COUNTY, OWSON COUNTY  
LAND LOT NO. 164, 165  
LAND DISTRICT 14  
DATE 7-14-83 SH. 5 OF 4

60-0005



DATE	REVISIONS

BEGIN LIMIT OF ACCESS END LIMIT OF ACCESS EXISTING LIMIT OF ACCESS PROPOSED LIMIT OF ACCESS & ROW OBVIOUS BARRIER FENCE ES&A - ENV. SENSITIVE AREA	---e--- ---c--- ---f--- ---h--- ---i--- ---j--- ---k--- ---l---
---	--

PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTA EASEMENT FOR CONSTA UP EASEMENT FOR CONSTA UP EASEMENT FOR CONSTA UP	---e--- ---c--- ---f--- ---h--- ---i--- ---j--- ---k--- ---l---
---	--

DUNFORD COUNTY PUBLIC WORKS PROJECT NO. 0123008 COUNTY NO. 10 LAND LOT NO. 104, 105, 164, 165 DISTRICT #4 DATE 7-14-23 SHEET 5 OF 8	60-0005
--	---------





SEE SHEETS 3 & 6  
 PARCEL 6 AREA 1 SMALL CREEK BLDG SUPPLY  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 6 AREA 2 SMALL CREEK BLDG SUPPLY  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 7 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 8 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 9 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 10 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 11 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

SEE SHEETS 3 & 6  
 PARCEL 12 ACRES CENTER HUBS & JAWA LG/USE  
 RIGHT OF WAY MAP

PKT	OFFSET	STATION	ALIGNMENT
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road
AR 10050	40.00 R	239+15.00	Small Creek Road
AR 10050	30.00 R	239+15.00	Small Creek Road

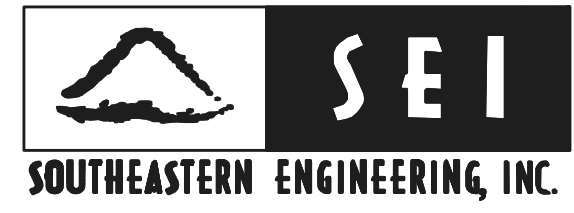
DATE	REVISIONS

DATE	REVISIONS

DATE	REVISIONS

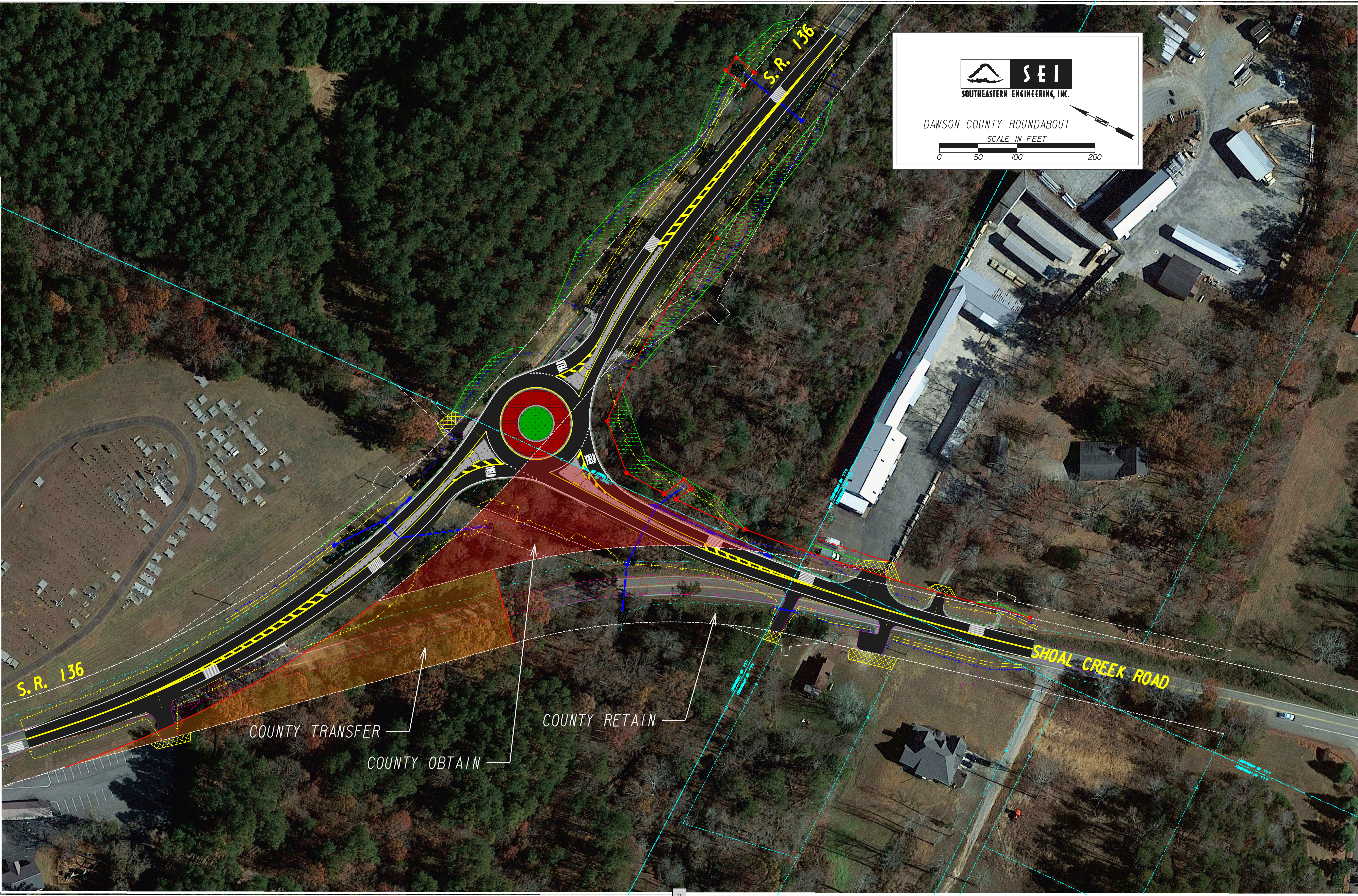
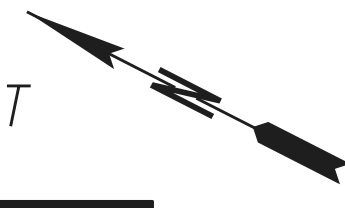
DAVISON COUNTY  
 PUBLIC WORKS  
 RIGHT OF WAY MAP  
 PROJECT NO: 100-10048  
 COUNTY: DAVISON COUNTY  
 LAND LOT: R10106, 109, 164, 165  
 SECTION: 17  
 TWP: 17N  
 RANGE: 34E





DAWSON COUNTY ROUNDABOUT

SCALE IN FEET







## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Fleet/ Fuel Center

Work Session: April 18, 2024

Prepared By: Shannon Harben

Voting Session: May 2, 2024

Presenter: Shannon Harben

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

Agenda Item Title: Presentation of Request for Fuel Center Updates

### Background Information:

The current fueling facility at Dawson County was installed in early 2009 and went on-line in approximately the middle of 2009. The fuel center is now 15 years old and has not had any updates to equipment or the technology in years. Most of the equipment on site is the original. As all probably remember this year the fuel center was out of service from February 14th to March 4th. This was due to dilapidated equipment and its age. Due to its age, it took longer to get parts making the break down take longer to repair. The breakdowns at the fuel center are getting more frequent and repair time is increasing. Last year we had an issue where the software failed in the leak detection equipment and the fuel center was out of service for a week before it could be repaired. The fuel center has consistent software issues, which require the assistance of the IT Department. The IT Department is in support of us upgrading our equipment to current technology that utilizes the Cloud for operation. The reality is the fuel center needs an update. It needs a new fuel dispenser, Veeter Root leak detection system, Fuel Master fuel distribution unit (fuel keys and transaction logging), a new in-ground diesel pump, and some EPD required upgrades. These are all badly needed upgrades to the fuel center. Keeping the fuel center consistently operating is also a cost savings to the county. On average, there is a savings of 50 cents per gallon on gasoline and 50 cents plus per a gallon on diesel fuel compared to convenience store prices. The only old equipment left would be the fuel lines and tanks.

Current Information:

After the breakdown of the fuel center, I requested a quote to update and replace the current fuel island dispenser, the Fuel Master system, the Veeter Root leak detection device, the underground diesel pump, new tank filler tube caps, pump well lids, and EPD required spill prevention on the tank filler tubes. I received this quote from MECO Atlanta. I used them for the quote because they are familiar with our fuel center and have completed repair that I could not over the years. I request the Board to approve moving forward with updating the fuel center with the listed repairs and updates, to be completed by MECO Atlanta since they have exclusive knowledge of our fuel center. Total costs are \$75,786 to include 10% county-controlled contingency. The quotes total \$68,886 and the proposed count-controlled contingency is \$6,900. I am recommending a county-controlled contingency because of the age of the fuel center and the repairs needed. According to Purchasing, this work does not have to bid out by Georgia State Law, which is \$100,000. However, our purchasing policy ordinance states that everything over \$25,000 must be put out to bid. I am asking that the board approve waiving the purchasing policy ordinance to bid the repairs and approve allowing Purchasing to issue a purchase order. This is due to the trust in the vendor and its history in maintenance and repairs since 2010.

Budget Information:

Applicable:  Not Applicable:

Budgeted: Yes  No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
350	4905	542100	\$0.00	\$0.00	\$75,786	

\*If this is a personnel-related request, has it been reviewed by Human Resources? N/A

\*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

N/A

Recommendation/Motion: Staff requests that the Board approve the updates to the fueling facility; to allow MECO of Atlanta, Inc. to perform the updates in the amount of \$75,786; to waive the requirement to the bid the project; and to determine the funds to be used for the update.

Department Head Authorization: Shannon Harben

Date: 4/5/2024

Finance Department Authorization: Vickie Neikirk

Date: 4/12/24

County Manager Authorization: J. Leverette

Date: 4/12/23

Comments/Attachments: \_\_\_\_\_

## MECO Terms and Conditions

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- K. No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L. Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M. Seller reserves the right to charge to the Customer one and one-half percent (1 1/2%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: \_\_\_\_\_

### FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

<b>\$2500 - \$9,999</b>	<b>MC/VISA - 1 %</b>	<b>AMEX - 2 %</b>
<b>\$ 10,000 +</b>	<b>MC/VISA - 2 %</b>	<b>AMEX - 4 %</b>



**Sales Quotation & Contract**

<b>MECO of Atlanta</b> 4471 Amwiler Road NW Doraville, GA 30360-2816 [770] 448-6933 Fax: [770] 447-0721	<b>MECO of Albany</b> 1922 Ledo Road Albany, GA 31707 [229] 446-1515 Fax: [229] 446-1513	<b>MECO of Jacksonville</b> 3626 Phoenix Avenue Jacksonville, FL 32206 [904] 354-6789 Fax: [904] 353-2647	<b>MECO of Macon</b> 4300 Interstate Drive Macon, GA 31210 [478] 757-9173 Fax: [478] 757-9311	<b>MECO of Savannah</b> 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376
---	--	---	---	---

**Quotation**

**To:** Dawson County Fleet  
 Attn: Shannon Harben  
 960 Burt Creek Rd.  
 Dawsonville, GA 30534  
 PH 706-265-3052  
 Sharben@dawsoncountyga.gov

**Date:** 3/28/2024  
**Terms:** Net 15 Days Or As Noted  
**F.O.B:** Job Site  
**Reference:** FMLive

Quantity	Description	Price	Total
1	<p><b>FUEL MASTER FMLIVE UPGRADE PACKAGE TO INCLUDE:</b>                      1-SYN-UPG5710 HEAD UPGRADE, CELLULAR, PROKEE, NO AIM, 2 HOSE, 50A                      1-SYN-FMLIVEBA/1+BI SUBSCRIPTION PRICE FOR FMLIVE SERVICES 1ST YEAR                      1-SYN-CLOUDBA/1 FMLIVE SETUP &amp; ACTIVATION                      1-SYN-PMLIVEBA/1+BI+CELL FMLIVE PROJECT MANAGEMENT                      1-SYN-FMLIVE-DB-CONSTRUCT FMLIVE DATABASE CONSTRUCTION OR CONVERSION                      1-SYN-SHIPPING AND HANDLING</p> <p style="text-align: right;"><b>Equipment Total</b> 14,398.00  <b>Appropriate Tax Rate</b> 0.00  <b>Installation Labor &amp; Materials Total</b> 5,375.00  <b>Grand Total</b> 19,773.00</p> <p style="text-align: center;"><b>SCOPE OF WORK TO INCLUDE:</b>                      A. UPGRADE THE EXISTING FUEL MASTER FMU PEDESTAL TO FMLIVE.                      B. INSTALL NEW FUEL MASTER FMLIVE HEAD UPGRADE ON EXISTING FMU PEDESTAL.                      C. ASSIST IN STARTUP AND PROGRAMMING OF THE NEW FUEL MASTER FMLIVE UNIT.                      D. FUEL MASTER TO WORK DIRECTLY WITH THE CUSTOMER TO CONVERT AND OR CONSTRUCT EXISTING DATA BASE TO FMLIVE VERSION.</p> <p style="text-align: center;"><b>PLEASE NOTE THE FOLLOWING:</b>                      1. THIS PROPOSAL IS BASED ON REUSING ALL EXISTING POWER AND COMMUNICATION WIRING FOR THE FMLIVE FUEL MASTER UPGRADE.                      2. THE CUSTOMER WILL WORK DIRECTLY WITH FUEL MASTER FOR DATABASED CONVERSION.                      3. THE NEW FMLIVE CONNECTION IS BASED ON CELLULAR COMMUNICATIONS. PROPOSAL BASED ON SITE HAVING ADEQUATE CELLULAR SERVICE.                      4. THIS PROPOSAL INCLUDES THE FIRST YEAR FMLIVE SUBSCRIPTION FEE. AFTER YEAR 1 FUEL MASTER WILL BILL THE CUSTOMER DIRECTLY AND THE ANNUAL SUBSCRIPTION FEE IS \$2988.                      5. SYNTech PROVIDES A STANDARD ONE YEAR WARRANTY ON NEW HARDWARE PURCHASED.</p>	14,398.00	14,398.00

**Acceptance of Proposal:**

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

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

**MECO Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## MECO Terms and Conditions

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J. Labor, materials and outside services for electrical, blackout, water and sewer work are not included in this Contract unless specified.
- K. No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L. Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M. Seller reserves the right to charge to the Customer one and one-half percent (1 1/2%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: \_\_\_\_\_

### FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

<b>\$2500 - \$9,999</b>	<b>MC/VISA - 1 %</b>	<b>AMEX - 2 %</b>
<b>\$ 10,000 +</b>	<b>MC/VISA - 2 %</b>	<b>AMEX - 4 %</b>





**Sales Quotation & Contract**

**MECO of Atlanta** 4471 Amwiler Road NW Doraville, GA 30360-2816 [770] 448-6933 Fax: [770] 447-0721  
**MECO of Albany** 1922 Ledo Road Albany, GA 31707 [229] 446-1515 Fax: [229] 446-1513  
**MECO of Jacksonville** 3626 Phoenix Avenue Jacksonville, FL 32206 [904] 354-6789 Fax: [904] 353-2647  
**MECO of Macon** 4300 Interstate Drive Macon, GA 31210 [478] 757-9173 Fax: [478] 757-9311  
**MECO of Savannah** 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376

**Quotation**

**To:** Dawson County Fleet  
 Attn: Shannon Harben  
 960 Burt Creek Rd.  
 Dawsonville, GA 30534  
 PH 706-265-3052  
 Sharben@dawsoncountyga.gov

**Date:** 3/28/2024  
**Terms:** Net 15 Days Or As Noted  
**F.O.B:** Job Site  
**Reference:** Upgrades

Quantity	Description	Price	Total
1	<b>VEEDER-ROOT TLS-450 PLUS UPGRADE PACKAGE TO INCLUDE:</b> <b>TLS-450 PLUS CONSOLE WITH THE FOLLOWING COMPONENTS</b> 1-V/R-860091-302 TLS-450 PLUS CONSOLE, TOUCHSCREEN, INTEGRAL PRINTER 1-V/R-333545-001 TLS-450 PLUS APPLICATION SOFTWARE 1-V/R-332812-001 UNIVERSAL SENSOR MODULE INTERFACE 1-V/R-332813-001 UNIVERSAL INPUT/OUTPUT INTERFACE MODULE 1-V/R-332972-006 CSLD SOFTWARE ENHANCEMENT MODULE 1-V/R-332972-008 RISK MANAGEMENT DIGITAL LINE LEAK DETECTION FOR DPLLD 2-V/R-859080-002 DIGITAL PRESSURIZED LINE LEAK DETECTOR WITH SWIFTCHECK	20,089.00	20,089.00
1	<b>GASBOY ATLAS X COMMERCIAL FLEET DISPENSER PACKAGE TO INCLUDE:</b> <b>GAS-9153GXTW2 F TWIN HOSE, TWIN PRODUCT, COMMERCIAL FLEET DISPENSER</b> WITH LIGHT, 10:1 PULSER, INTERNAL FILTERS WITH WATER ALERT, LOWER DOORS PAINTED SILVER, BRAND PANEL GASOLINE/DIESEL. <b>HOSE ASSEMBLIES:</b> 1 GAS-HA815 1" X 12', GREEN TRUCK DIESEL NOZZLE, MAGNETIC BREAKAWAY 1 GAS-HA807 3/4" X 12', BLACK UNLEADED NOZZLE, MAGNETIC BREAKAWAY <b>HOSE RETRIEVERS TO INCLUDE:</b> 1 GAS-G032659 HOSE CLAMP/SPRING REEL KITS 3/4" 1 GAS-G032669 HOSE CLAMP/SPRING REEL KITS 1" 2 GAS-M14476K001 ATLAS SUPPORT POST KITS	10,890.00	10,890.00
	<b>Equipment Total</b>		<b>32,767.00</b>
	<b>Appropriate Tax Rate</b>	<b>0.00</b>	<b>0.00</b>
	<b>Installation Labor &amp; Materials Total</b>		<b>6,503.00</b>
	<b>Veeder-Root Trade In Rebate Total</b>		<b>-2,000.00</b>
	<b>Grand Total</b>		<b>37,270.00</b>
	<b><u>SCOPE OF WORK TO INCLUDE:</u></b>		
	<b>VEEDER-ROOT</b> A. REMOVE (1) TLS-350 CONSOLE AND (2) PLLD'S. TURN IN FOR REBATE TO VEEDER-ROOT. B. INSTALL (1) NEW TLS-450 PLUS CONSOLE. C. INSTALL (2) NEW DPLLD ELECTRONIC LINE LEAK DETECTORS REUSING THE EXISTING WIRING. D. PROBE AND SUMP SENSORS TO REMAIN IN PLACE AND BE REUSED WITH NEW CONSOLE. E. RECONNECT EXISTING TANK MONITOR INTERFACE WITH FUEL MASTER FMU. F. RECONNECT EXISTING CAT 5 INTERFACE. G. PROGRAM AND STARTUP AND TRAIN PERSONNEL ON NEW SYSTEM. (MUST BE DONE AT TIME OF INSTALLATION). H. COMPLETE WARRANTY REGISTRATION.		

**Acceptance of Proposal:**

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

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

**MECO Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Sales Quotation & Contract**

<b>MECO of Atlanta</b> 4471 Amwiler Road NW Doraville, GA 30360-2816 [770] 448-6933 Fax: [770] 447-0721	<b>MECO of Albany</b> 1922 Ledo Road Albany, GA 31707 [229] 446-1515 Fax: [229] 446-1513	<b>MECO of Jacksonville</b> 3626 Phoenix Avenue Jacksonville, FL 32206 [904] 354-6789 Fax: [904] 353-2647	<b>MECO of Macon</b> 4300 Interstate Drive Macon, GA 31210 [478] 757-9173 Fax: [478] 757-9311	<b>MECO of Savannah</b> 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376
---	--	---	---	---

**Quotation**

**To:** Dawson County Fleet  
 Attn: Shannon Harben  
 960 Burt Creek Rd.  
 Dawsonville, GA 30534  
 PH 706-265-3052  
 Sharben@dawsoncountyga.gov

**Date:** 3/28/2024  
**Terms:** Net 15 Days Or As Noted  
**F.O.B:** Job Site  
**Reference:** Upgrades

Quantity	Description	Price	Total
	<p align="center"><b>SCOPE OF WORK TO INCLUDE:</b></p> <p><b>GASBOY FUEL DISPENSER:</b></p> <p>A. DEMO (1) GASBOY DUAL HOSE, DUAL PRODUCT DISPENSER AND HAUL OFF &amp; DISPOSE.</p> <p>B. INSTALL (1) NEW GASBOY ATLAS X MECHANICAL FLEET DISPENSER. ALL PIPING WORK TO BE COMPLETED ABOVE THE EXISTING IMPACT VALVES. REUSE THE EXISTING ELECTRICAL POWER AND COMMUNICATION WIRING FOR THE INSTALLATION OF THE NEW FUEL DISPENSER.</p> <p>C. INSTALL NEW FUEL AND NOZZLE HOSE ASSEMBLIES TO INCLUDE HIGH HOSE RETRIEVERS.</p> <p>D. PURGE OUT THE NEW FUEL DISPENSER TO INCLUDE METER CALIBRATION.</p> <p>E. COMPLETE WARRANTY REGISTRATION OF THE GASBOY FUEL DISPENSER.</p> <p align="center"><b>PLEASE NOTE THE FOLLOWING:</b></p> <p>1. PROPOSAL BASED ON REUSING THE EXISTING (2) TANK PROBES AND (2) PIPING SUMP SENSORS.</p> <p>2. PROPOSAL BASED ON REUSING THE EXISTING WIRING. IF ANY POWER OR COMMUNICATION WIRING HAS TO BE REPLACED THERE WILL BE ADDITIONAL COST THAT IS NOT INCLUDED IN THIS PROPOSAL.</p> <p>3. PROPOSAL BASED ON UTILIZING THE EXISTING CONFIGURATION IN THE TLS-350 TO PROGRAM THE NEW TLS-450 PLUS TANK MONITOR CONSOLE. IF THE TLS-350 CONSOLE IS NOT WORKING WHEN MECO DOES THE UPGRADE THE CUSTOMER MUST PROVIDE A TANK CHART FOR PROPER PROGRAMMING OF THE NEW VEEDER-ROOT TLS-450 PLUS CONSOLE.</p> <p>4. ALL PIPING WORK TO BE COMPLETED ABOVE THE EXISTING IMPACT VALVES. THIS PROPOSAL DOES NOT INCLUDE ANY COST FOR REPAIRS TO EXISTING PRODUCT LINES.</p> <p>5. THIS PROPOSAL DOES NOT INCLUDE ANY COST FOR TANK OR LINE TESTING.</p> <p>6. THIS PROPOSAL IS BASED ON CUSTOMER TRADING IN THE OLD VEEDER-ROOT TLS-350 CONSOLE AND (2) PLLD TRANSDUCER IN ORDER TO RECEIVE \$2000 TRADE IN REBATE. IF THE CUSTOMER DOES NOT WANT TO TRADE IN THIS EQUIPMENT THE REBATE DOES NOT APPLY.</p>		

**Acceptance of Proposal:**

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

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

**MECO Authorization:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## MECO Terms and Conditions

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J. Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- K. No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L. Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M. Seller reserves the right to charge to the Customer one and one-half percent (1 1/2%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O. Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: \_\_\_\_\_

### FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

<b>\$2500 - \$9,999</b>	<b>MC/VISA - 1 %</b>	<b>AMEX - 2 %</b>
<b>\$ 10,000 +</b>	<b>MC/VISA - 2 %</b>	<b>AMEX - 4 %</b>



**MECO of Atlanta** 4471 Amwiler Road NW Doraville, GA 30360-2816 [770] 448-6933 Fax: [770] 447-0721  
**MECO of Albany** 1922 Ledo Road Albany, GA 31707 [229] 446-1515 Fax: [229] 446-1513  
**MECO of Jacksonville** 3626 Phoenix Avenue Jacksonville, FL 32206 [904] 354-6789 Fax: [904] 353-2647  
**MECO of Macon** 4300 Interstate Drive Macon, GA 31210 [478] 757-9173 Fax: [478] 757-9311  
**MECO of Savannah** 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376

Quotation

To: Dawson County Fleet  
 Attn: Shannon Harben  
 960 Burt Creek Rd.  
 Dawsonville, GA 30534  
 PH 706-265-3052  
 Sharben@dawsoncountyga.gov

Date: 4/11/2024  
 Terms: Net 15 Days Or As Noted  
 F.O.B: Job Site  
 Reference: Repairs

Quantity	Description	Price	Total
	<b>PARTS PACKAGE FOR UNLEADED SUBMERGED PUMP REPAIR:</b>		
1	MOR-691-0700 1V 1.5" FULL PORT BALL VALVE	82.00	82.00
1	R/J-330020-843 SUMP DRI KIT	172.00	172.00
	<b>MANHOLE PARTS PACKAGE TO INCLUDE:</b>		
2	EMC-569106 8" LID DUCTILE BOLT-DOWN MONITOR WELL	53.00	106.00
2	EMC-A0717-039LID 39.5" STEEL MANHOLE LID REPLACEMENT	849.00	1,698.00
	<b>OPW PARTS PACKAGE TO INCLUDE:</b>		
1	OPW-71SO-400C VAPOR TIGHT OVERFILL PREVENT DROP TUBE (UNLEADED)	929.00	929.00
1	OPW-71SO-4000 NON VAPOR TIGHT OVERFILL PREVENT DROP TUBE (DIESEL)	919.00	919.00
2	OPW-634TT-7085 4" TIGHT FILL CAP	49.00	98.00
1	EMC-A0099-002 STAGE I VAPOR CAP	49.00	49.00
	<b>RED JACKET PARTS PACKAGE TO INCLUDE:</b>		
1	R/J-UMP75S1 3/4 HP REPLACEMENT MOTOR	1,034.00	1,034.00
1	R/J-111-661-5 25 MFD CAPACITOR	181.00	181.00
1	<b>FREIGHT CHARGES</b>	275.00	275.00
	<b>Equipment Total</b>		<b>5,543.00</b>
	<b>Appropriate Tax Rate</b>	<b>0.00</b>	<b>0.00</b>
	<b>Installation Labor &amp; Materials Total</b>		<b>6,300.00</b>
	<b>Grand Total</b>		<b>11,843.00</b>
	<b>SCOPE OF WORK TO INCLUDE:</b>		
	<b>UNLEADED SUMP STP PIPE REPAIR</b>		
	A. REPAIR/REPLACE ALL STEEL PIPING AND FITTINGS TO INCLUDE (1) BALL VALVE IN THE UNLEADED TANK SUMP.		
	B. PROVIDE NITROGEN TO PUSH PRODUCT BACK TO THE TANK TO VOID THE PRODUCT LINE.		
	C. REMOVE RESIDUAL FUEL FROM SUMP AND DISPOSE.		
	D. AIR TEST PRODUCT LINE TO ENSURE PRODUCT LINE IS TIGHT.		
	<b>OVERFILL PREVENT DROP TUBE UPGRADE</b>		
	A. DEMO THE EXISTING BALL FLOATS IN EACH TANK DIESEL/UNLEADED.		
	B. INSTALL (2) NEW OPW OVERFILL PREVENT DROP TUBES IN EACH FILL. PROPOSAL BASED ON BEING ABLE TO REMOVE THE EXISTING DROP TUBES.		
	C. PROVIDE 3RD PARTY TEST OF OVERFILL PREVENT DROP TUBES.		
	<b>MANHOLE LIDS</b>		
	A. REPLACE (2) MONITOR WELL MANHOLE LIDS AND (2) STP MANHOLE LIDS.		
	<b>DIESEL STP MOTOR REPLACEMENT</b>		
	A. REPLACE DIESEL SUBMERGED PUMP MOTOR AND CAPACITOR.		

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

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

MECO Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

**MECO of Atlanta**

4471 Amwiler Road NW  
Doraville, GA 30360-2816

[770] 448-6933  
Fax: [770] 447-0721

**MECO of Albany**

1922 Ledo Road  
Albany, GA 31707

[229] 446-1515  
Fax: [229] 446-1513

**MECO of Jacksonville**

3626 Phoenix Avenue  
Jacksonville, FL 32206

[904] 354-6789  
Fax: [904] 353-2647

**MECO of Macon**

4300 Interstate Drive  
Macon, GA 31210

[478] 757-9173  
Fax: [478] 757-9311

**MECO of Savannah**

311 Stiles Avenue  
Savannah, GA 31403

[912] 233-4523  
Fax: [912] 234-4376

Quotation

To: Dawson County Fleet  
Attn: Shannon Harben  
960 Burt Creek Rd.  
Dawsonville, GA 30534  
PH 706-265-3052  
Sharben@dawsoncountyga.gov

Date: 4/11/2024  
Terms: Net 15 Days Or As Noted  
F.O.B: Job Site  
Reference: Repairs

Quantity	Description	Price	Total
	<p align="center"><b>PLEASE NOTE THE FOLLOWING:</b></p> <p>1. THE EXISTING FLEXIBLE PRODUCT PIPING MAY BE BRITTLE DUE TO AGE. MECO WILL USE CAUTION WITH PIPING DURING THE DEMO OF THE STEEL FITTINGS BUT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR REPLACEMENT COST TO THE FLEXIBLE PRODUCT LINE.</p> <p>2. PLEASE NOTE THE INSTALLATION OF THE NEW OVERFILL PREVENT DROP TUBES IS BASED ON BEING ABLE TO REMOVE THE EXISTING DROP TUBES WITHOUT EXCAVATING. IF THE EXISTING DROP TUBES ARE UNABLE TO BE REMOVED AND REQUIRE EXCAVATION TO REMOVE THEM THERE WILL BE ADDITIONAL COST THAT IS NOT INCLUDED IN THIS PROPOSAL.</p>		

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

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

MECO Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

March 7, 2024

**Mr. Billy Thurmond, Chairman  
Dawson County Commission  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534**

**Re: Health Department  
Community Development Block Grant (CDBG)**

**Dear Chairman Thurmond:**

**Attached please find two copies of the contract for the Community Development Block Grant for the Health Department. GMRC staff will perform services associated with the preparation and submittal of the CDBG grant. Please sign and notarize both copies of the contract and return them to us for completion. We will return one fully executed copy for your files.**

**We are looking forward to working with Dawson County on this project and serving you in the future.**

**Sincerely,**

*Heather Feldman*

**Heather Feldman  
GMRC Executive Director**

**HF/gk**

**Enclosure**

PARTIES: Georgia Mountains Regional Commission;  
Dawson County

SUBJECT: Health Department  
Community Development Block Grant (CDBG)

TERM: March 1, 2024 through December 31, 2025

---

**AGREEMENT  
APPLICATION PREPARATION**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between the GEORGIA MOUNTAINS REGIONAL COMMISSION, a public agency, hereinafter referred to as the "Commission", and DAWSON COUNTY, hereinafter referred to as the "County".

**WITNESSETH**

WHEREAS, the County desires to engage the Commission to prepare a full grant application in connection with the Community Development Block Grant (CDBG) Program for the above-referenced project; and,

WHEREAS, the Commission desires to render such services and warrants that it possesses the capabilities to satisfactorily render such services.

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

1. **Engagement of the GMRC:** The County agrees to engage the Commission and the Commission agrees to perform services associated with the preparation of the CDBG application.
2. **Compensation:** The Commission shall perform the preparation of the application for a fee of \$1,000.00.
3. **Time of Performance:** The Commission will immediately initiate the preparation of the CDBG application for submittal.

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

DAWSON COUNTY

By: \_\_\_\_\_  
Billy Thurmond, Chairman

Subscribed and sworn to  
in my presence:

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

(Seal)

GEORGIA MOUNTAINS REGIONAL  
COMMISSION

By: \_\_\_\_\_  
Heather Feldman, Executive Director

By: \_\_\_\_\_  
Ken Schubring, Council Chairman

Subscribed and sworn to  
in my presence:

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

(Seal)