

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, JANUARY 21, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

UNFINISHED BUSINESS

1. Presentation of Review of Dawson County Employee Handbook's Paid Time Off Policy (Section 14.3) (*Tabled from the July 2, 2020, Voting Session*)- Human Resources Director Brad Gould

NEW BUSINESS

1. Presentation of Request to Accept 2021 Criminal Justice Coordinating Council K9 Grant- Sheriff's Office Chief Deputy Greg Rowan
2. Presentation of Center for Tech and Civic Life COVID-19 Response Grant Funding Approval Request- Chief Registrar / Board of Elections and Registration Chair Glenda Ferguson
3. Presentation of Request to Accept Georgia Child Passenger Safety Mini-Grant- Emergency Services Director Danny Thompson
4. Presentation of IFB #357-19 - Rock Creek Park Berm Construction - Change Order / Funding Request- Public Works Director David McKee / Purchasing Manager Melissa Hawk
5. Presentation of Harry Sosebee Road Right-of-Way and Development Agreement Acceptance- Public Works Director David McKee
6. Presentation of Green Infrastructure and Low Impact Development Program- Public Works Director David McKee
7. Presentation of Elected Official Salaries- Human Resources Director Brad Gould
8. Presentation of an Intergovernmental Agreement with the City of Dawsonville and the Dawson County Board of Elections and Registration Relating to the 2021 Municipal Elections for the City of Dawsonville- County Attorney Angela Davis
9. Presentation of Board Appointments:
 - a. **EMS Advisory Council**
 - i. Danny Thompson- *reappointment* (Term: January 2021 through December 2022)
 - ii. Robby Lee- *reappointment* (Term: January 2021 through December 2022)
 - b. **Health Board**
 - i. Billy Thurmond- *reappointment* (Term: January 2021 through December 2024)
 - c. **Planning Commission (District 3 Alternate)**
 - i. Jean Maryanski- *appointment* (Term: January 2021 through December 2021)

10. Presentation of 2021 Board of Commissioners Vice Chair Appointment- Chairman Billy Thurmond

[11.](#) Discussion of Financing Options for Purchase of Ladder Truck- Chief Financial Officer Vickie Neikirk

12. Discussion of Study Concerning Cost of Services by Land Use Type (Residential / Commercial / Agriculture)- Commissioner Chris Gaines

13. Discussion of City Impact Fees- Commissioner Tim Satterfield

[14.](#) County Manager Report

15. County Attorney Report

****A Voting Session meeting will immediately follow the Work 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 AGENDA FORM

Department: Human Resources

Work Session: 01.21.2021

Prepared By: Brad Gould

Voting Session: 02.4.2021

Presenter: Brad Gould

Public Hearing: Yes _____ No X

Agenda Item Title: To address the One-time pay out of up to 40 hours of PTO per year.

Background Information:

When adopting the new hand book, the BOC approved the handbook with the stipulation that section 14.3 One-Time Pay out of up to 40 hours of PTO per year be removed and presented again during the June 18, 2020, BOC meeting. This was moved to the July voting session and subsequently tabled until January 2021.

Current Information:

The county currently does not have any type of PTO "pay-out" program in place.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Brad Gould

Date: 1/13/2021

Finance Dept. Authorization: Vickie Neikirk

Date: 1/13/21

County Manager Authorization: David Headley

Date: 1/13/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

See Attached for language that was removed.

14.3. Paid Time Off (PTO)

The purpose of paid time off (PTO) is to provide paid time away from work for any reason, to include but is not limited to vacation, doctor or dental Appointments, family/individual sickness, hazardous weather conditions, and other events that may occur during an employee's scheduled work day. Individual Departments and divisions may establish a more restrictive policy regarding usage of PTO due to Departmental operating necessities.

Employees may receive a one-time pay out of up to 40 PTO hours each calendar year, for any unused PTO.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Sheriff Office__

Work Session: _01-21-21_____

Prepared By: _Laurie Whalen_

Voting Session: _01-21-21_____

Presenter: Greg Rowan

Public Hearing: Yes _____ No

Agenda Item Title: B19-8-011 K9 Grant (CJCC) Award_____

Background Information:

This is for acceptance of the grant award 2021 K9 (CJCC). It is for salary expenses related to the K9 program in the Sheriff's Office. The department has received this grant for several years.

Current Information:

The grant year runs from January 1, 2021, through December 31, 2021, in the amount of \$112,204 with no local match. We request a review and vote to accept award, both tonight.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250		3322				

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: _____ Vickie Neikirk_____

Date: __1/12/21__

County Manager Authorization: David Headley

Date: 01/12/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL**

SUBGRANT AWARD

SUBGRANTEE: Commissioner of Roads & Revenue Dawson County

IMPLEMENTING

AGENCY: Dawson County BOC

FEDERAL FUNDS: \$ 112,204

MATCHING FUNDS: \$ 0

PROJECT NAME: Multi-Jurisdictional Task Force

TOTAL FUNDS: \$ 112,204

SUBGRANT NUMBER: B19-8-011

GRANT PERIOD: 01/01/21-12/31/21

This Award is hereby made in the amount and for the period shown above for a Subgrant under the Anti-Drug Abuse Act of 1988, Public law 100-690, Title VI, Subtitle C.

The award is made in accordance with the plan set forth in the application of the Subgrantee and subject to any attached special conditions.

The Subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Anti-Drug Abuse Act of 1988. This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 01/01/21

Typed Name & Title of Authorized Official

58-6011882-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	14xxx	1	01/01/21	9		**	B19-8-011
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	14xxx				

ITEM CODE	DESCRIPTION 25 CHARACTERS	6	EXPENSE ACCT	AMOUNT
1	Multi-Jurisdictional Task Force		624.41	\$ 112,204



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Elections & Registration

Work Session: 01.21.21

Prepared By: Glenda Ferguson

Voting Session: 01.21.21

Presenter: Glenda Ferguson

Public Hearing: Yes No

Agenda Item Title: Presentation of CTCL COVID-19 Response Grant Funding Approval Request

Background Information:

Center for Tech and Civic Life ("CTCL"), a private nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), see attached article.

Current Information:

Due to the time restraint of this grant (deadline 12/5/20) and the county holiday schedule, we moved ahead with applying for the grant. Grant deadline was extended to December 15, 2020.

- See attached required Safe Voting Plan requesting funds to offset the January 5, 2021, Runoff Election costs.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 1/12/21

County Manager Authorization: David Headley

Date: 01/12/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

1. Attached CTCL invitation email & article
2. Participating counties spreadsheet
3. CTCL acceptance letter with attached Safe Voting Plan included

Glenda Ferguson

From: CTCL Grants Team <grants@techandcivicliflife.org>
Sent: Thursday, November 19, 2020 9:17 AM
To: Glenda Ferguson
Subject: CTCL COVID-19 Grant Funds Available for January Runoff

Hello,

Thank you for your public service to deliver a safe and secure November general election in Georgia. But we know your critical work doesn't stop there.

With this in mind, you're invited to submit a request for a CTCL COVID-19 Response Grant to support the continued safe, secure administration of the January 2021 Georgia runoff election.

To submit an application to this open call, please complete the short request form (available here: <https://www.techandcivicliflife.org/wp-content/uploads/2020/11/Template-Georgia-Runoff-Safe-Voting-Plan-Template.docx>) and submit it with your application using the online portal on the CTCL website (<https://www.techandcivicliflife.org/georgia-open-call/>).

The application deadline is Friday, December 4, 2020.

Please note: All Georgia counties are eligible to apply for grant funds. Every eligible election department that is verified as legitimate will be approved for a grant. The minimum CTCL COVID-19 Response Grant amount awarded is \$5,000 (unless a jurisdiction submits a request for a lower dollar amount).

For more information visit: <https://www.techandcivicliflife.org/georgia-open-call/>.

Questions? Please let us know.

Thank you again,
CTCL Grants Team



CENTER FOR
TECH AND
CIVIC LIFE

OUR WORK
DONATE

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NEWS & EVENTS



Election Officials / November 17, 2020

CTCL COVID-19 Response Grants Available for Georgia Runoff



The COVID-19 pandemic continues to impact American civic life, especially the administration of safe elections. And with the November 2020 general election nearly behind us, CTCL is focusing philanthropic support to directly help Georgia election offices lead a safe and secure runoff election in January 2021.

This means CTCL COVID-19 Response grant funds continue to be available to all Georgia counties. Every eligible Georgia election department that is verified as legitimate will be approved for a grant. The minimum CTCL COVID-19 Response grant amount award is \$5,000 (unless a county submits a request for a lower dollar amount.)

Georgia election offices may use grant funds for costs associated with January runoff:

- Election equipment and supplies
- Personnel
- Voting locations
- Voter education

The application deadline is Friday, December 4th.

From submitting materials to receiving funds, Georgia counties can expect the process to take about 2 weeks.

Georgia counties that have previously applied for a CTCL grant

If your Georgia election office has already applied for a CTCL COVID-19 Response grant, welcome back. You need to take new actions in order to receive additional grant funds.

1. Complete a Safe Voting Plan (SVP). This should take you no longer than 1 hour. [Download the SVP template, docx, 36kb.](#)
2. Email the SVP to grants@techandcivicliflife.org.
3. After submitting your SVP, you'll receive an updated grant agreement via email.
4. Funds will be disbursed using the method you selected in your earlier application.
5. Your grant report will be due July 31, 2021.

Georgia counties that are applying for a CTCL grant for the first time

If this is the first time you're applying for a CTCL COVID-19 Response grant, welcome to the program. You need to submit a Safe Voting Plan and an application. In total, completing the materials will take you about 90 minutes.

1. Complete a Safe Voting Plan (SVP). This should take you no longer than 1 hour. [Download the SVP template, docx, 36kb.](#)

2. After you complete your SVP, attach it to your grant application. Completing the application should take you about 30 minutes. To speed up your application process, collect the following beforehand:
 - Safe Voting Plan
 - Number of active registered voters in your county as of September 1, 2020
 - Number of full-time staff (or equivalent) on the election team as of September 1, 2020
 - Election office 2020 budget as of September 1, 2020
Election office W-9
 - Local government body who needs to approve the grant funding (if any)
 - What government official or government agency the grant agreement should be addressed to
3. After submitting your application and SVP, you'll be verified by the CTCL team.
4. Once you're verified, you'll receive a grant agreement via email. Be sure to add grants@techandcivicliflife.org to your email contacts so initial grant correspondence makes it to your inbox.
5. You need to sign and return the grant agreement.
6. Next, you'll be asked for disbursement information. The disbursement process takes 2-3 days.
7. Finally, your grant report will be due July 31, 2021.

Questions about the CTCL COVID-19 Response Grant application process, timeline, eligible expenses, or reporting? Please email us at help@techandcivicliflife.org.

RECENT NEWS

CTCL Program Awards Over 2,500 COVID-19 Response Grants

20 Ways Election Officials Increased Accessibility During the November Election

A First Look at CTCL Grant Program Impact

Celebrating Election Hero Day



CENTER FOR TECH AND CIVIC LIFE Sign up for our email of election administration best practices, ELECTricity.

hello@techandcivicliflife.org

Media Inquiries:

Email -

press@techandcivicliflife.org

Phone - (872) 204-5714

First Name

Email Address

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Key funders and partners

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Known Grants to Georgia Counties by the Center for Tech and Civic Life

for 2020 General Election with Grant Spending per Capita and Voting Comparisons

Georgia County	Grant Amount (if known)	Population (2019)	Grant Giving Per Capita	2016 Votes (Rep)	2020 Votes (Rep)	Votes Changed 2016-20	% Change 2016-20	2016 Votes (Dem)	2020 Votes (Dem)	Votes Changed 2016-20	% Change 2016-20
Barrow	-			21,105	26,804	5,699	27%	6,580	10,453	3,873	59%
Berrien	-			5,408	6,419	1,011	19%	1,041	1,269	228	22%
Bulloch	-			14,476	18,386	3,910	27%	8,812	11,243	2,431	28%
Camden	\$34,195	54,666	\$0.63	12,287	15,251	2,964	24%	5,914	7,967	2,053	35%
Carroll	\$66,776	119,992	\$0.56	29,983	37,476	7,493	25%	12,422	16,238	3,816	31%
Charlton	-			2,950	3,419	469	16%	1,004	1,103	99	10%
Chatham	-			43,649	53,237	9,588	22%	58,998	78,254	19,256	33%
Chattahoochee	-			746	880	134	18%	593	667	74	12%
Cherokee	\$611,293	258,773	\$2.36	80,611	99,587	18,976	24%	25,203	42,794	17,591	70%
Clayton	\$3,060,197	292,256	\$10.47	11,740	15,813	4,073	35%	75,908	95,476	19,568	26%
Cobb	\$5,600,000	760,141	\$7.37	152,602	165,459	12,857	8%	159,416	221,846	62,430	39%
Columbia	-			43,060	50,013	6,953	16%	18,863	29,236	10,373	55%
Dekalb	\$4,000,000	759,297	\$5.27	47,531	58,373	10,842	23%	239,131	308,227	69,096	29%
Dougherty	\$300,000	87,956	\$3.41	10,227	10,454	227	2%	23,224	24,577	1,353	6%
Douglas	\$1,662,490	146,343	\$11.36	24,803	25,451	648	3%	30,971	42,809	11,838	38%
Early	-			2,552	2,722	170	7%	2,165	2,437	272	13%
Floyd		98,498		24,045	29,123	5,078	21%	9,127	12,008	2,881	32%
Forsyth	-			69,801	85,122	15,321	22%	23,427	42,203	18,776	80%
Fulton	\$6,000,000	1,063,937	\$5.64	110,372	137,240	13,868	24%	281,875	381,144	99,269	35%

Gwinnett	\$4,100,000	936,250	\$4.38	146,463	166,413	19,950	14%	165,063	241,827	76,764	47%
Henry	\$487,793	234,561	\$2.08	45,641	48,187	2,546	6%	49,902	73,276	23,374	47%
Jackson	-			21,754	29,497	7,743	36%	4,469	7,642	3,173	71%
Lanier	-			1,984	2,509	525	26%	805	1,019	214	27%
Lee	-			10,641	12,007	1,366	13%	3,166	4,558	1,392	44%
Lincoln	-			2,759	3,179	420	15%	1,271	1,435	164	13%
Lowndes	Unknown Amount (possibly \$346,000 - see Link/Note (2))		117,406	21,308	25,691	4,383	21%	14,614	20,117	5,503	38%
Lumpkin	\$14,604	32,955	\$0.44	9,613	12,163	2,550	27%	2,226	3,126	900	40%
Macon-Bibb	\$557,000	153,095	\$3.64	24,129	28,368	4,239	18%	37,088	46,325	9,237	25%
Madison	-			9,195	11,326	2,131	23%	2,423	3,411	988	41%
Muscogee (CTCL)	\$412,245	195,769	\$2.11	26,901	30,049	3,148	12%	39,602	49,529	9,927	25%
Muscogee (Other Grant)	\$210,675 (Schwarzenegger)	-	Not counting Schwarz. grant	-	-	-	-	-	-	-	-
Newton	-			20,907	23,869	2,962	14%	21,936	29,794	7,858	36%
Paulding	-			44,646	54,525	9,879	22%	18,004	29,704	11,700	65%
Polk	-			11,006	13,589	2,583	23%	2,863	3,658	795	28%
Rabun	-			6,287	7,474	1,187	19%	1,443	1,984	541	37%
Randolph	-			1,270	1,391	121	10%	1,597	1,671	74	5%
Richmond	\$386,279	202,518	\$1.91	24,441	26,781	2,340	10%	48,707	59,124	10,417	21%
Rockdale	\$276,681	90,896	\$3.04	13,463	13,012	-451	-3%	23,206	31,244	8,038	35%
Spalding	-			15,636	18,057	2,421	15%	9,347	11,784	2,437	26%
Troup	\$57,500	62,922	\$0.91	15,643	18,143	2,500	16%	9,597	11,578	1,981	21%
Twiggs	-			2,034	2,370	336	17%	1,970	2,044	74	4%
United Government of Athens-Clarke County	-			12,691	14,446	1,755	14%	29,514	36,048	6,534	22%
Ware	-			8,508	9,865	1,357	16%	3,436	4,211	775	23%
Wilkinson	-			2,332	2,664	332	14%	1,893	2,075	182	10%
TOTAL:	\$27,627,053			1,207,200	1,416,804	14,604	17%	1,478,816	2,007,135	528,319	36%



January 8, 2021

Dawson County, Georgia
Board of Elections and Registration
96 Academy Avenue
Dawsonville, GA 30534

Dear Glenda Ferguson,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Dawson County, and the special circumstances Dawson County faces administering elections in 2020 or runoff elections related to elections in 2020, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Dawson County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$21,912.13 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Dawson County in 2020 or in runoff elections related to elections in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and

regulations of your state and jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Due to special circumstances Grantee faces administering elections in 2020 or runoff elections related to elections in 2020, Grantee has produced a plan for safe and secure election administration in 2020 or in runoff elections related to elections in 2020, including an assessment of election administration needs and budget estimates for such assessment (“Safe Voting Plan”). The Safe Voting Plan is attached to this agreement. Grantee shall expend the total amount of grant funds listed in the Safe Voting Plan as detailed in the Safe Voting Plan, but may reallocate funds between budget items listed in the Safe Voting Plan or to any other permissible public purpose listed in the online grant application with notice by electronic mail to CTCL. Such reallocation does not require the permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through January 31, 2021 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by January 31, 2021.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Board of Elections and Registration (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through January 31, 2021 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicle.org.

On behalf of CTCL, I extend my best wishes in your work.



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLE.ORG

Sincerely,

Tiana M. Johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

Safe Voting Plan Grant Request: Georgia January Runoff Election

- **Submitted to:** Center for Tech and Civic Life
- **County Name:** Dawson
- **Applicant Name:** Glenda Ferguson
- **Date:** December 15, 2020

Snapshot: Safe Voting Plan

What is your county's plan for safely serving voters in the January 2021 Georgia Runoff election? Please complete the Safe Voting Plan Snapshot below to share an overview, including differences, if any, between your personnel, sites, and outreach for the November General and January Runoff.

Personnel		
	2021 January Runoff Election (planned)	2020 November General Election (actual)
# of full time staff (FTEs)	3	3
# of poll workers	35	45
# of other temporary election staff	2	2
Voting Sites		
	2021 January Runoff Election (planned)	2020 November General Election (actual)
# of ballot drop boxes	1	1
# of drive-through voting sites	0	0
# of early vote sites	1	1
# of Election Day polling	3	3

places		
Outreach		
	2021 January Runoff Election (planned)	2020 November General Election (actual)
Non-partisan voter education	<p><i>Briefly describe planned 2021 January runoff non-partisan voter education activities:</i></p> <p>County website, Facebook page, County newsletter, newspaper; 2020 Election calendar brochure with Early Voting dates, times, barcodes for phones to download State website, My Voter Page references, etc. An all in one yearly election info tool created annually.</p>	<p><i>Briefly describe 2020 November general election non-partisan voter education activities:</i></p> <p>Same as 2021.</p>
Voting materials in languages other than English	<p><i>Briefly describe planned 2021 January runoff voter materials provided in languages other than English:</i></p> <p>None presently</p>	<p><i>Briefly describe 2020 November general election voter materials provided in languages other than English:</i></p> <p>None presently</p>

Grant Request: Use of Funds

To support the planning and operationalization of safe, secure election administration for the **Georgia January 5 Runoff Election, Dawson County** is requesting funds for the following public purposes (**check all that apply**):

Equipment & Supplies

- Ballot drop boxes
- Personal protective equipment (PPE) for staff, poll workers, or voters
- Drive-through voting site equipment or supplies
- Vote-by-mail voting equipment or supplies
- Other election administration equipment

Personnel

- Temporary staffing
- Poll worker recruitment funds, hazard pay, and/or training expenses

Locations

- Election department real estate costs
- Early vote site real estate, cleaning, or set-up expenses
- Polling place real estate, cleaning, or set-up expenses for Election Day

Voter Education

- Non-partisan voter education
- Voting materials in languages other than English

Grant Request: Budget

CTCL COVID-19 Response Grant Request Budget

Please only include expenses which are not already funded or for which a funding source is not already identified

Equipment and Supplies

Expense	Unit Cost (\$ USD)	Units	Total Cost (\$ USD)
Ballot drop boxes			
Personal protective equipment (PPE) for staff, poll workers, or voters	Alcohol \$1.24 Kleenex 4pk \$5.97 Bacterial Soap \$1.97	20 4 10	\$24.80 \$23.88 \$19.70 Total = \$68.38
Drive-through voting site equipment or supplies	N/A		
Vote-by-mail equipment or supplies	1.40 ea (absentee ballots for vendor rollover voters) Ballot Printing/Test Deck \$650 Postage \$568.75 Security Paper for AIP/Emergency Ballots	1100 875 ballots 875 x .65 20 reams (500) x .13 ea.	\$1540.00 \$650 \$568.75 \$1300.00 Total = \$4058.75
Other election administration equipment	Printer Stand \$45 Keyboard/Mouse-\$30 Replacement laptops Locked rolling carts for Absentee Ballot security Poll worker water/refreshments (coffee, etc.) \$42.50 Misc office supplies (copy paper, pens; sticky finger, folders, etc.)	2 2 2 @\$800 ea 2 @ 200 ea 5 Gal water/coffee, etc.	\$90.00 \$60.00 \$1600.00 \$400.00 \$42.50 Total = \$2192.50

Personnel

Expense	Unit Cost (\$ USD)	Units	Total Cost (\$ USD)
Temporary staffing	Mgrs. \$15 Asst Mgrs/ \$12.50	3 8	\$12,680.00

For both Advance & Election Day Advance> 9 hr days for 12 days & Election Day> 14 hr days Clerks & Assts & 16 hr day for Mgrs	Temp Staff \$12.50 Poll workers \$10 \$12,680	2 24	
Poll worker recruitment funds, hazard pay, and/or training expenses	Same as above 2 hour training \$820	Same as above	\$820.00

Space

Expense	Unit Cost (\$ USD)	Units	Total Cost (\$ USD)
Election department real estate costs	N/A at this time. We need more space to hold existing equipment, a bigger, voting area for social distancing. Instead of requesting big money for more equipment we do not have room for, but need; would this grant consider funds for a new facility for the Elections office?		\$2,000,000 ?
Polling place rental and cleaning expenses for early voting or Election Day	Truck Rental \$220 Distribution Team \$15 hr to setup & takedown \$1072.50 Mgrs/Assts 4 hrs to p/u supplies & setup \$480	1 4 workers 1 Mgr/2 Assts.	\$220.00 \$1072.50 \$480.00 Total = \$1772.50

Voter Education

Expense	Unit Cost (\$ USD)	Units	Total Cost (\$ USD)
Non-partisan voter education	L&A Testing \$20 Voting Ads \$175 ea Sample Ballot copies/colored paper signage	1 2 2-3 reams paper	\$300.00 \$20.00 Total = 320.00
Voting materials in languages other	N/A		

21,912.13
2,000,000.00
 2,221,912.13

than English





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **01.21.21**

Prepared By: **Danny Thompson**

Voting Session: **2.4.21**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Request to Accept the Mini Grant Car Seat**

Background Information:

Georgia Department of Public Health, Injury Prevention Program is designed to provide funding to public safety agencies in Georgia. This funding is to provide agencies in support of injury reduction programs. Dawson County has had this grant for two years.

Current Information:

Dawson County has received notification that we have been awarded this grant. There is no cost to the taxpayers. We will receive six convertibles and four high backs a month. These seats are offered to Dawson County residents who meet the financial assistance requirements.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve agenda item

Department Head Authorization: FDI

Date: 12.31.20

Finance Dept. Authorization: Vickie Neikirk

Date: 1/5/21

County Manager Authorization: David Headley

Date: 01/05/21

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 01/21/2021

Prepared By: Melissa Hawk

Voting Session: 02/04/2021

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: IFB #357-19 Rock Creek Park Berm Construction – Change Order/Funding Request

Background Information:

The stream from the Etowah River overflows at Rock Creek Park during heaving rains. This causes the soccer fields, the walking path and the area around the pavilion to flood with each event.

An IFB to construct a berm received 6 offers, with an award being made to Townley Construction for \$56,156.60, with budgeted SPLOST VI funds.

Current Information:

A change order has been created at the request of the county for additional work for the berm's construction. This cost is \$66,586.00 for 506 linear feet being added to the berm's length and the cost of asphalt paving.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
					\$66,586.00	

Recommendation/Motion: To accept the bids approve the work within the change order and to fund the additional \$66,586.00 from SPLOST VI Funds.

Department Head Authorization: David McKee

Date: 01/08/2021

Finance Dept. Authorization: Vickie Neikirk

Date: 1/14/21

County Manager Authorization: David Headley

Date: 01/14/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation

Attachment F - AIA form G701

CHANGE
ORDER 1

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT:
Rock Creek Park
Berm Construction

CHANGE ORDER NUMBER: 1
DATE: 3/25/20
ARCHITECT'S PROJECT NO.: 357-19
CONTRACT DATE: 11/19/19
CONTRACT FOR: Rock Creek Park Berm

TO CONTRACTOR:
Townley Construction

The Contract is changed as follows:
--Additional Cost For 506 LF of Berm @ 51,536.00
---Additional Cost For Asphalt Paving @ 19,050.00

APPROVED: _____
Construction Management

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was 56,156.80
Net change by previously authorized Change orders _____
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was 58,156.80
The (Contract Sum) (Guaranteed maximum price) will be (increased) by this Change Order in the amount of 66,586.00
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be 124,742.80

The Contract Time will be _____
The date of Substantial Completion as of the date of this Change Order therefore is _____

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Ensite Civil Consulting
ARCHITECT
3384 Elliott Family Pkwy
Address
Dawsonville, GA 30534
BY CA
DATE 1-18-21

Townley Construction
CONTRACTOR
1021 War Hill Park Rd
Address
Dawsonville, GA 30534
BY [Signature]
DATE 1-18-21

[Signature]
OWNER
25 Justice Way
Address
Dawsonville, GA 30534
BY _____
DATE 1-19-21



War Hill Park

Photo by: Michelle Wittmer Grabowski



IFB #357-19 ROCK CREEK PARK BERM CONSTRUCTION – CHANGE ORDER/FUNDING REQUEST

WORK SESSION – JANUARY 21, 2021



Background and Overview



- ❖ The stream from the Etowah River overflows at Rock Creek Park during heavy rains. This causes the soccer fields, the walking path and the area around the pavilion to flood with each event.
- ❖ It was decided to utilize the budgeted SLOST VI Funds allocated to the Park and Recreation Department to construct a new 304 LF berm near the stream bank.
- ❖ Six offers were received for the IFB, with a contract being awarded to Townley Construction, approved by County Manager at a value of \$56,156.60.
- ❖ Prior to bidding and in compliance with the Georgia Erosion and Sedimentation Act, the County's Storm Water Manager, Bryan Young, received a variance for the berm from the Georgia Environmental Protection Division's Watershed Protection Branch on October 4, 2019.
- ❖ Pursuant to DNR Rule 391-3-7-.05(2)(a), the approved authorization allows the county to encroach within the 25-foot buffer adjacent to State waters as shown in on the map within this presentation.

EPD Approved Variance Stipulations

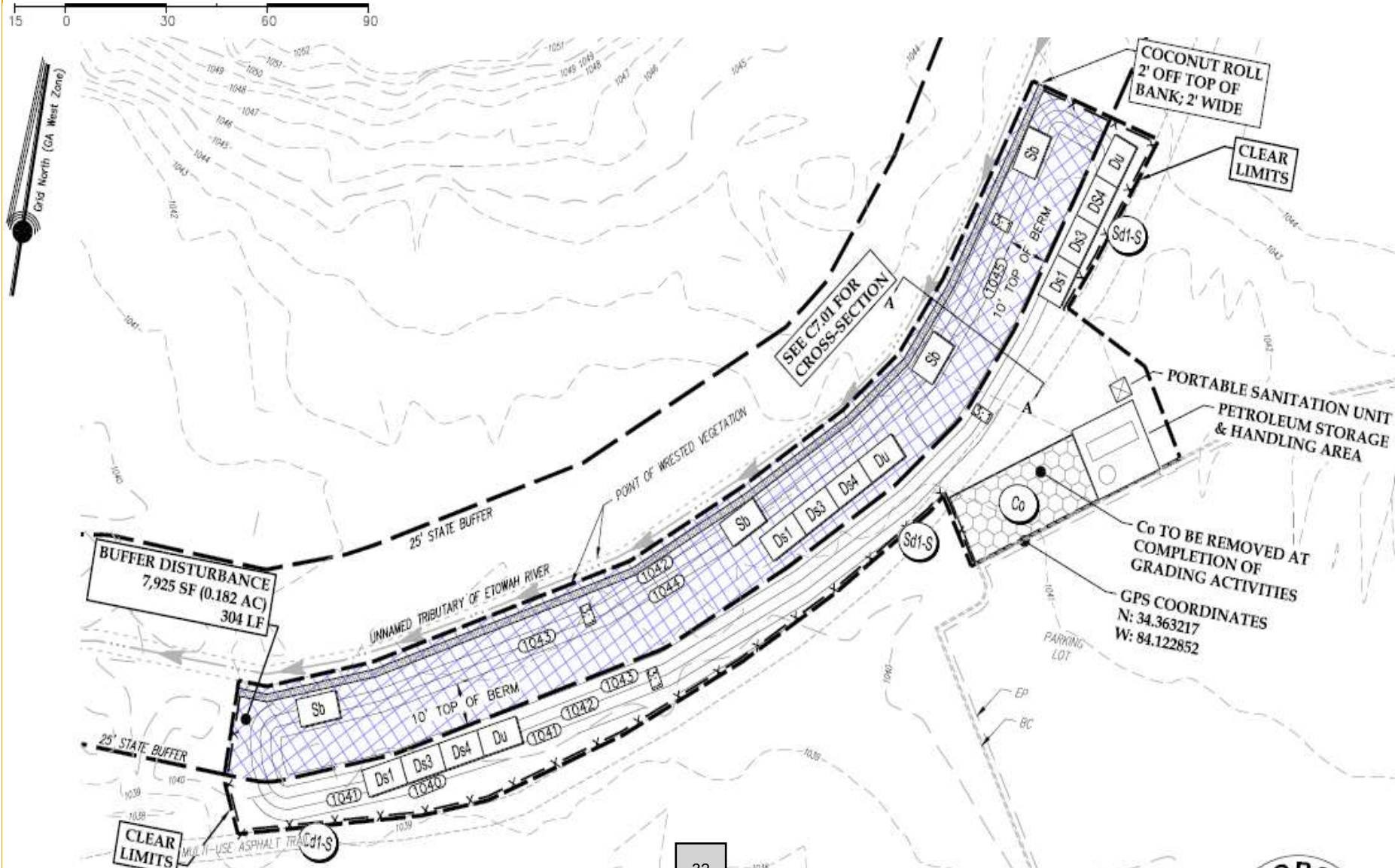


- ❖ The authorization approval stipulates the work must be completed by October 3, 2024 and is subject to the following conditions:
 - All graded slopes 3:1 or greater must be hydroseeded and covered with GA DOT approved wood fiber matting or coconut fiber matting. GA DOT approved matting incorporated with seed and fertilizer is approved as an alternate. All slopes must be properly protected until permanent vegetative stand is established;
 - The amount of land cleared during construction must be kept to a minimum;
 - All disturbed areas must be seeded, fertilized and mulched ASA final grade is achieved and protected until permanent vegetation is established;
 - A double row of GA DOT type “C” silt fence must be used between activities and State waters;
 - Buffer variance conditions must be incorporated into any Land Disturbing Activity Permit issued by Dawson County;
 - This project must be conducted in strict adherence to the approved erosion and sedimentation control plan and any Land Disturbing Activity Permit issued by Dawson County.

Aerial View of Location



Berm Construction Original Drawing

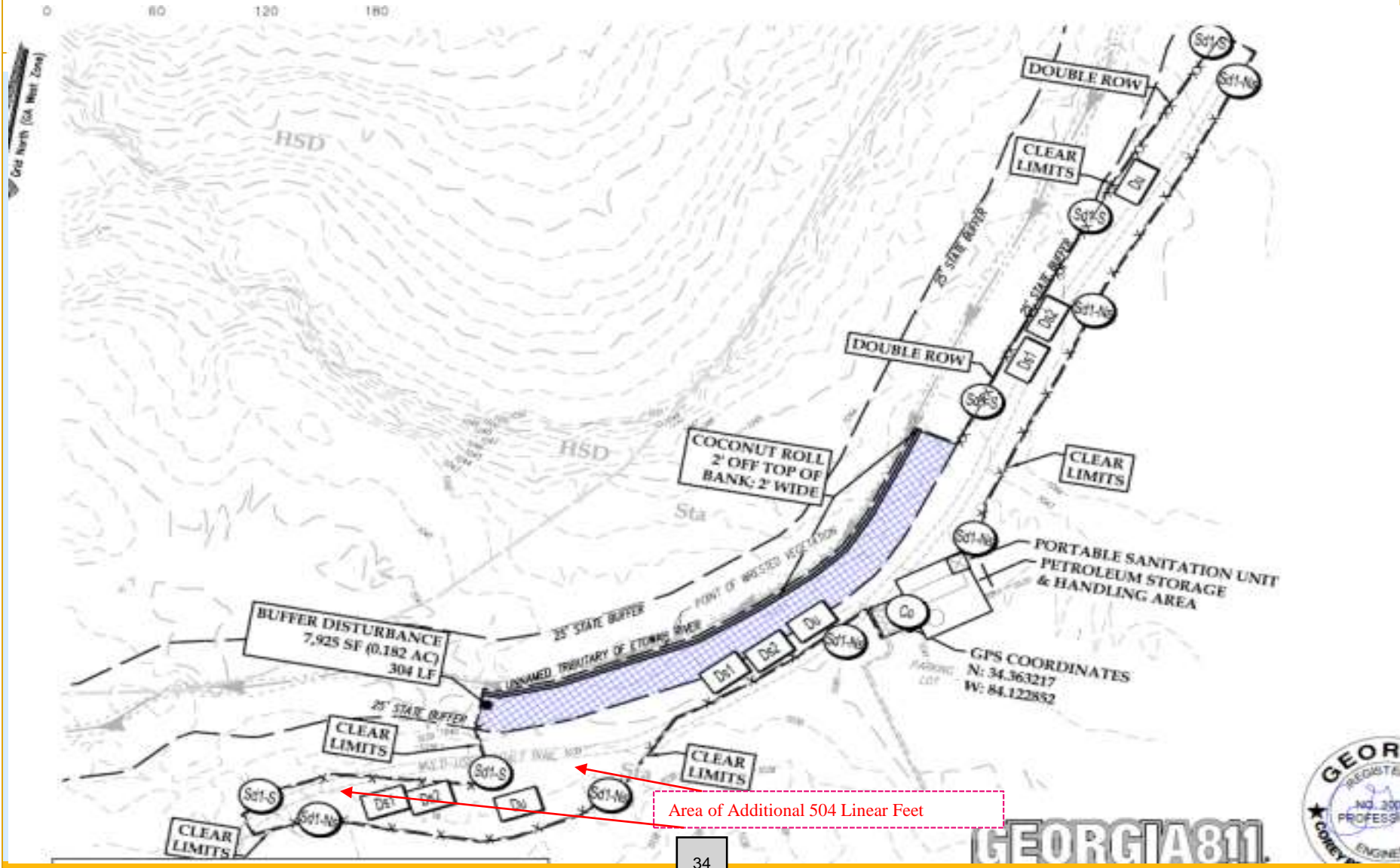


Change Order Explanation



- ❖ Events experienced in 2020 revealed that the length of the berm as is would not remedy the flooding.
- ❖ The project was placed on hold until new drawings containing a solution could be received from Ensite Civil Consulting, LLC.
- ❖ An additional 506 linear feet has been added to the berm length for a total of 810 linear feet.

Berm Construction Amended Drawing



Staff Recommendation



Staff recommends to approve the work within the change order and to fund the additional \$70,586.00 from SPLOST VI Funds.

THANK YOU



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-21-21

Prepared By: David McKee

Voting Session: 1-21-21

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: Harry Sosebee Road ROW Acceptance and Development Agreement

Background Information:

On June 20, 2019, the Board approved the master plan and zoning conditions for a residential planned community at the corner of Harry Sosebee Road and Lumpkin Campground Road. One of the zoning conditions stipulated that the developer was to construct a new road to replace Harry Sosebee Road beginning at the westernmost corner along Harry Sosebee Road and continuing to a roundabout at the intersection of Lumpkin Campground Road and Lee Castleberry Road.

Current Information:

The contractor has completed the road construction with the exception of one storm water crossing and the tie-in to the existing Harry Sosebee Road. The road will be closed for this last step. It is requested that the ROW be accepted to allow for Harry Sosebee Road to be opened to the traveling public. All work will be completed when the roadway is open. The developer will provide a standard one-year warranty from defects in workmanship or materials. County attorney's office has reviewed and revised the documents for approval.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff recommends approval of the acceptance of Harry Sosebee road and Development agreement.

Department Head Authorization: David McKee

Date: 1-12-21

Finance Dept. Authorization: Vickie Neikirk

Date: 1/12/21

County Manager Authorization: David Headley

Date: 1/12/2021

County Attorney Authorization:

Date:

Comments/Attachments:

Development agreement, ROW deed, plats

**DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF THE
REALIGNMENT OF HARRY SOSEBEE ROAD**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into as of ___ day of January 2021 (the “**Effective Date**”), by and among **PR LAND INVESTMENTS, LLC**, a Georgia limited liability company (“**PR Land**”), **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“**Forestar**”) and **DAWSON COUNTY**, a political subdivision of the State of Georgia (the “**County**”).

RECITALS:

WHEREAS, PR Land is the owner of certain real property located in Dawson County, Georgia, more particularly described in **Exhibit “A”** attached hereto (the “**PR Land Tract**”); and

WHEREAS, Forestar is the owner of certain real property located in Dawson County, Georgia, more particularly described in **Exhibit “B”** attached hereto (the “**Forestar Tract**”); and

WHEREAS, PR Land is also the owner of certain real property located in Dawson County, Georgia, more particularly described in **Exhibit “C”** attached hereto (the “**ROW Tract**”); and

WHEREAS, PR Land has developed the PR Land Tract as a residential subdivision in accordance with the CONSTRUCTION PLANS for: PIEDMONT TRACT (POD A) SUBDIVISION, PIEDMONT TRACT (POD B) SUBDIVISION, HARRY SOSEBEE ROAD REALIGNMENT prepared by Ensite Civil Consulting , LLC and approved by the County on or about November 14, 2019 (the “**Approved Plans**”); and

WHEREAS, Forestar has developed the Forestar Tract as a residential subdivision in accordance with the Approved Plans; and

WHEREAS, PR Land and Forestar (collectively, the “**Developers**”) have commenced construction of the realigned section of Harry Sosebee Road (the “**New Road**”) within the ROW Tract in accordance with the Approved Plans and in compliance with the conditions of zoning case ZA 19-06 (the “**Zoning**”); and

WHEREAS, the parties desire to provide for the terms and conditions upon which: (i) the New Road shall be completed and accepted by the County into the County’s system of maintained roadways; and (ii) PR Land and Forestar shall receive approval of final plats for the subdivisions constructed within the PR Land Tract and the Forestar Tract (each, a “**Final Plat**”).

NOW THEREFORE, for and in consideration of the Ten Dollars (\$10.00) in hand paid by the parties, one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

CONSTRUCTION AND ACCEPTANCE OF THE REALIGNED SECTION OF HARRY
SOSEBEE ROAD

1.1 Construction. Developers shall complete construction of the New Road within the ROW Tract, including the temporary connection to Lumpkin Campground Road as a four-way stop, it being the parties' understanding that the County is constructing of a roundabout in this location, in accordance with the Approved Plans and the Zoning (the "New Road Construction").

1.2 Right of Way Acceptance. In conjunction with the submittal of the first Final Plat for approval by the County, PR Land shall submit to the County a Right-of-Way Deed for the ROW Tract in the form attached hereto as **Exhibit "D"** (the "ROW Deed"). Acceptance of the ROW Deed by the County shall not signify acceptance of the New Road into the County's system of maintained roadways. However, submission of the ROW Deed shall be deemed by the County as sufficient to meet the requirement of Section 303 (Public Access) of the Dawson County Subdivision Regulations.

1.3 Construction, Maintenance, and Acceptance of the New Road. This Agreement authorizes Developers to enter upon and disturb the ROW Tract following acceptance of the ROW Deed for purposes of installing and maintaining the New Road, subject to requirements of this Agreement and the direction of the Public Works Director or his authorized designee. In accordance with Section 909.1 of the Dawson County Subdivision Regulations, final approval of the New Road Construction shall be granted and the New Road shall be accepted for maintenance by the County in accordance with the following provisions:

(a) Developers will provide the Public Works Director with soil compaction reports and proof roll approvals before filling and for the subgrade. Four (4) out of five (5) tests shall exceed 95% standard proctor type testing. Compaction tests shall be performed at every utility crossing and must pass Dawson County requirements. Copies of all reports will be provided to the Public Works Director and Director of Planning and Development.

(b) Developers will hire a Licensed Testing and Engineering Facility to carry out the testing required in this paragraph when inspections are not provided by the County.

(c) All testing will be done in accordance with Georgia Department of Transportation specifications and standards.

(d) Developers shall coordinate the timing and progress of the New Road Construction with the Public Works Director. Representatives of the County shall be entitled to inspect the progress of the New Road Construction at all reasonable times. Developers shall provide the County with written notice of substantial completion of the New Road Construction. Absent the County's reasonable objection that the work is defective or not substantially complete, the 12-month Warranty Period referenced in Section 1.4 below shall begin on the date such notice was issued.

(e) Developers' contractor(s) for the New Road Construction shall be required to maintain commercially reasonable liability insurance.

(f) Developers shall keep the ROW Tract free from accumulation of waste materials or rubbish. At completion of the New Road Construction, Developers shall leave the ROW Tract in a clean condition and shall promptly remove from and about the ROW Tract any waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

(g) Developers, their consultants, agents, servants, partners, employees, heirs, successors, assigns, other representatives, and/or any other person acting on their behalf, hereby agree to indemnify and hold the County, its consultants, agents, servants, partners, employees, heirs, successors, assigns, elected officials, other representatives, and/or any other person acting on its behalf, harmless from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments, and claims for attorneys' fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, irrespective of any judicial or administrative determination of ownership, control, or maintenance (collectively, "Losses"), arising from any Defects, as defined in Section 1.4 below, until Final Acceptance of the New Road Construction as set forth more particularly in Section 1.4 below.

(h) Developers shall replace or repair any portion of the public rights of way or public facilities damaged or destroyed directly or indirectly, arising out of the Developers' performance or wrongful non-performance of its duties with respect to the New Road Construction. The County reserves the right to perform any necessary replacement/repair and charge the cost to Developers.

(i) Developers shall post with the County a maintenance bond substantially in the form attached hereto as **Exhibit "E"**.

1.4 Warranty and Final Acceptance. Developers hereby warrant that the New Road Construction shall have been completed and in place for a period of twelve (12) months (the "Warranty Period") and shall, upon inspection at the end of the Warranty Period, be found to be free from defective workmanship or material and from sink-holes or other settling (collectively, "Defects"). If, in the County's sole but reasonable discretion, Defects are determined to exist at the end of the Warranty Period, then Developers shall repair such Defects within sixty (60) days of notice of such Defects from the County. If the New Road Construction is determined to be free from Defects at the end of the Warranty Period, the County shall provide written confirmation of its final acceptance of the work ("Final Acceptance").

ARTICLE 2

MISCELLANEOUS

2.1 Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are actually received, whether same are personally delivered, transmitted by electronic email or sent by, sent by FedEx or other overnight delivery service from which a receipt may be obtained evidencing the

date and time delivery was made; provided, however, if sent by electronic mail, such notice shall be deemed to have been received if sent p.m. on a business day; otherwise, on the next business day. Any notice of default hereunder that is sent via email must also be delivered via an overnight delivery service. Notice given in any other manner shall not be effective, even if actually received by the party to be notified. The addresses of the signatories to this Agreement are set forth below:

To PR Land: PR Land Investments, LLC
Attention: JD Espana, Jr., Manager and Michael Miller
285 Parkway 515
Woodstock, Georgia 30188
Email: jdespana@piedmontresidential.com
dmm@piedmontinv.com

With copies to: The Abram Law Group, LLC
Attention: Richard S. Abram, Esq.
1200 Ashwood Parkway, Suite 560
Atlanta, Georgia 30338
Email: rich@abramlawgroup.com

To Forestar: Forestar (USA) Real Estate Group, INC.
3330 Cumberland Boulevard, Suite 275
Atlanta, Georgia 30339
Attn: Brian M. Blythe
E-Mail: brianblythe@forestargroup.com

With copies to: GREENFIELD BOST & KLIROS, P.C.
980 Hammond Drive, Suite 740
Atlanta, GA 30328
Attn: William L. Bost III
E-Mail: wbost@gbklaw.com

To County: Dawson County, Georgia
Attention: David McKee, Public Works Director
60 Transportation Lane
Dawsonville, GA 30534
Email: dmckee@dawsoncounty.org

With copies to: Jarrard & Davis, LLP
Attention: Sarah VanVolkenburgh, Esq.
222 Webb Street
Cumming, GA 30040
Email: sarahv@jarrard-davis.com

or to such other address as either party hereto shall from time to time designate to the other party by five (5) days' notice in writing as herein provided.

2.2 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

2.3 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

2.4 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

2.5 Time. Time is of the essence of this Agreement.

2.6 Nonwaiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

2.7 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia without regard to its conflict of laws rules.

2.8 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that except as hereinafter provided, none of the parties hereto may assign their rights or delegate their duties and responsibilities under this Agreement without the prior written consent of the other parties.

2.9 Dates. If the date for performance of any action under this Agreement shall fall on a Saturday, Sunday or legal holiday, such date for performance automatically shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. TIME IS OF THE ESSENCE with respect to the performance and observance of any of the obligations under this Agreement by each Owner.

2.10 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement and attached to this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each such exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

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

2.12 References. All references to Sections shall be deemed to refer to the appropriate Section of this Agreement. Unless otherwise specified in this Agreement, the terms "herein,"

“hereof,” “hereunder” and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Section or Sections hereof.

2.13 No Obligations to Third Parties. None of the obligations and duties of the parties under this Agreement shall in any way or in any manner be deemed to create any obligation of the parties to, or any rights in, any person or entity other than the parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

PR LAND INVESTMENTS, LLC, a
Georgia limited liability company

By: _____(SEAL)

Name: _____

Title: _____

**FORESTAR (USA) REAL ESTATE
GROUP, INC.** , a Delaware corporation

By: _____(SEAL)

Name: _____

Title: _____

DAWSON COUNTY, a political
subdivision of the State of Georgia

By: _____(SEAL)

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit “A” – PR Land Tract

Exhibit “B” – Forestar Tract

Exhibit “C” – ROW Tract

Exhibit “D” – ROW Deed

Exhibit “E” – Maintenance Bond

Exhibit "A"

PR Land Tract

Exhibit "B"

Forestar Tract

Exhibit "C"

ROW Tract

COUNTY: Dawson

PROJECT: Realigned Harry Sosebee Rd

TAX ID#: a portion of 107 013

Fee Simple Right of Way

ALL THAT TRACT OF LAND LYING IN LAND LOT 496 OF THE 13TH DISTRICT, SOUTH SECTION OF DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR WITH CAP SET AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 495 AND 496 OF SAID DISTRICT WITH THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE AND RUNNING ALONG SAID LAND LOT LINE AND THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (VARIABLE RIGHT-OF-WAY), NORTH 00°48'54" WEST A DISTANCE OF 28.30 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID LAND LOT LINE AND CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 89°12'50" EAST A DISTANCE OF 49.83 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE SOUTH 00°47'10" EAST A DISTANCE OF 14.37 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 216.89 FEET (SAID ARC HAVING A RADIUS OF 310.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 49°59'51" EAST A DISTANCE OF 212.49 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 29°57'16" EAST A DISTANCE OF 215.23 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 334.86 FEET (SAID ARC HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 55°52'53" EAST A DISTANCE OF 323.55 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 05°26'53" EAST A DISTANCE OF 35.28 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 84°33'07" EAST A DISTANCE OF 96.10 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 10°21'39" WEST A DISTANCE OF 25.00 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 76.02 FEET (SAID ARC HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 77°37'40" EAST A DISTANCE OF 75.88 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 71°44'31" EAST A DISTANCE OF 426.88 FEET TO A 1/2-INCH REBAR WITH CAP SET;

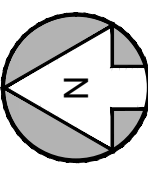
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CONTAINING 105,192 SQUARE FEET OR 2.415 ACRES AS DEPICTED ON THE ATTACHED EXHIBIT "A-1".

13

14

52



NORTH ARROW
NAD '83
GA WEST

N/F
PR ACQUISITIONS LLC
A PORTION OF
DB 1247, PG 257
DB 1247, PG 253
PN: 107 013

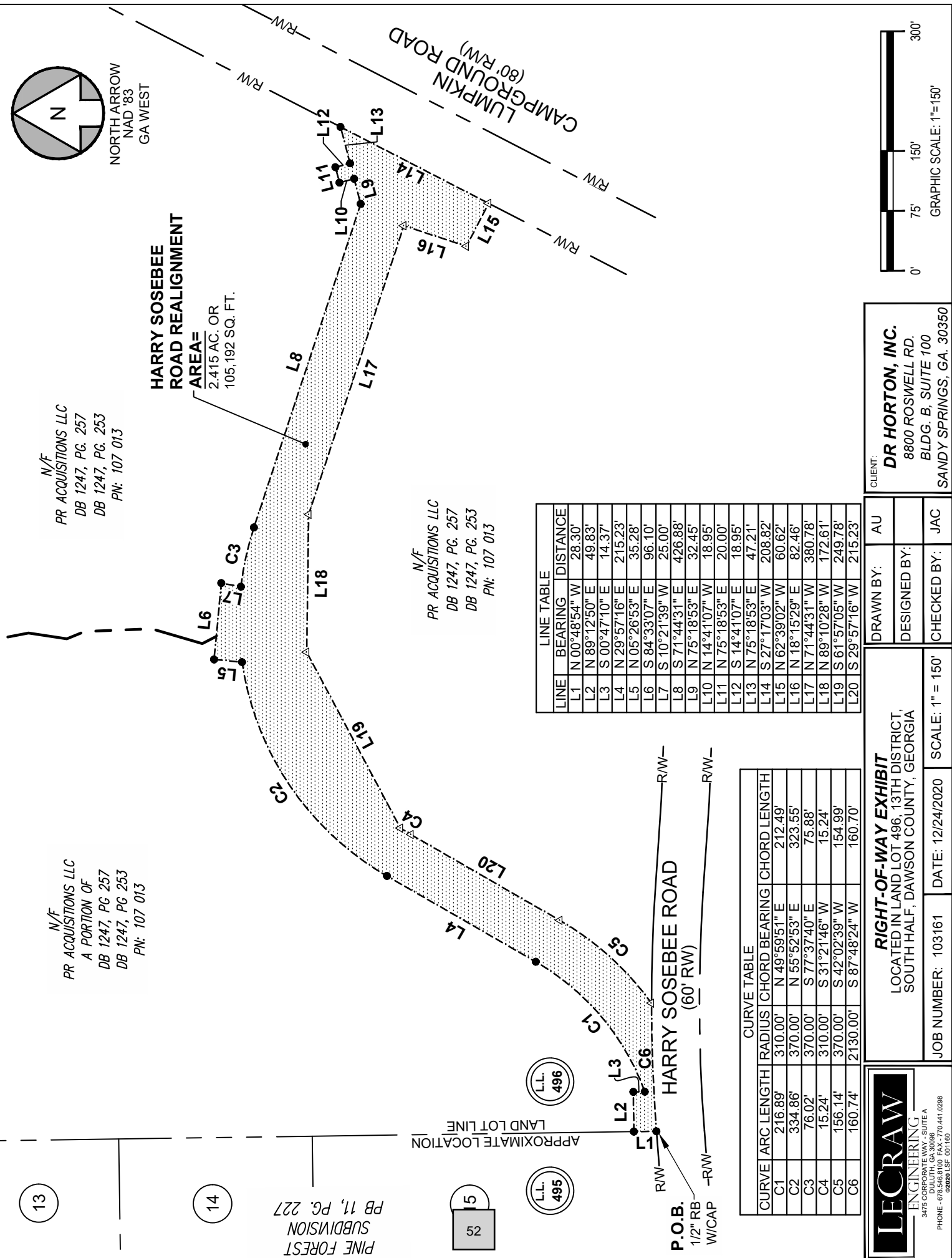
N/F
PR ACQUISITIONS LLC
DB 1247, PG. 257
DB 1247, PG. 253
PN: 107 013

HARRY SOSEBEE
ROAD REALIGNMENT
AREA=
2,415 AC. OR
105,192 SQ. FT.

APPROXIMATE LOCATION
LAND LOT LINE

LL 495
LL 496

PINE FOREST
SUBDIVISION
PB 11, PG. 227



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°48'54" W	28.30'
L2	N 89°12'50" E	49.83'
L3	S 00°47'10" E	14.37'
L4	N 29°57'16" E	215.23'
L5	N 05°26'53" E	35.28'
L6	S 84°33'07" E	96.10'
L7	S 10°21'39" W	25.00'
L8	S 71°44'31" E	426.88'
L9	N 75°18'53" E	32.45'
L10	N 14°41'07" W	18.95'
L11	N 75°18'53" E	20.00'
L12	S 14°41'07" E	18.95'
L13	N 75°18'53" E	47.21'
L14	S 27°17'03" W	208.82'
L15	N 62°39'02" W	60.62'
L16	N 18°15'29" E	82.46'
L17	N 71°44'31" W	380.78'
L18	N 89°10'28" W	172.61'
L19	S 61°57'05" W	249.78'
L20	S 29°57'16" W	215.23'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	216.89'	310.00'	N 49°59'51" E	212.49'
C2	334.86'	370.00'	N 55°52'53" E	323.55'
C3	76.02'	370.00'	S 77°37'40" E	75.88'
C4	15.24'	310.00'	S 31°21'46" W	15.24'
C5	156.14'	370.00'	S 42°02'39" W	154.99'
C6	160.74'	2130.00'	S 87°48'24" W	160.70'

LECRAW
ENGINEERING
3475 CORPORATE WAY, SUITE A
SANDY SPRINGS, GA 30350
PHONE: 678.548.9100 FAX: 770.441.0288
©2020 LSF 001160

RIGHT-OF-WAY EXHIBIT
LOCATED IN LAND LOT 496, 13TH DISTRICT,
SOUTH HALF, DAWSON COUNTY, GEORGIA

JOB NUMBER: 103161 DATE: 12/24/2020 SCALE: 1" = 150'

CLIENT:
DR HORTON, INC.
8800 ROSWELL RD.
BLDG. B, SUITE 100
SANDY SPRINGS, GA. 30350

DRAWN BY: AU
DESIGNED BY:
CHECKED BY: JAC

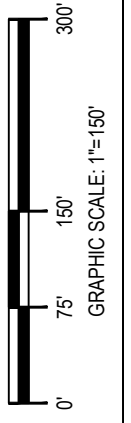


Exhibit "D"

ROW Deed

Please return to:
Sarah VanVolkenburgh
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA
COUNTY OF DAWSON

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this ____ day of December, 2020, between **PR LAND INVESTMENTS, LLC**, hereinafter called “Grantor,” and **DAWSON COUNTY**, a political subdivision of the State of Georgia, hereinafter called “Grantee;”

WITNESSETH, that Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto Grantee, all that tract or parcel of land lying and being in Land Lot 496 and of the 13th District, 1st Section, Black GMD of Dawson County, Georgia, as more particularly described on the attached Exhibit A:

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, “Grantor” and “Grantee” shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

Signed, sealed, and delivered this ____ day of _____, 2020 in the presence of:

Grantor:
PR LAND INVESTMENTS, LLC

Unofficial Witness

by: _____
J D España, Jr., Manager

Notary Public
My commission expires:

EXHIBIT "A"

COUNTY: Dawson

PROJECT: Realigned Harry Sosebee Rd

TAX ID#: a portion of 107 013

Fee Simple Right of Way

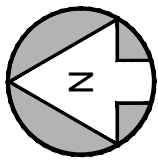
ALL THAT TRACT OF LAND LYING IN LAND LOT 496 OF THE 13TH DISTRICT, SOUTH SECTION OF DAWSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR WITH CAP SET AT THE INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 495 AND 496 OF SAID DISTRICT WITH THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE AND RUNNING ALONG SAID LAND LOT LINE AND THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (VARIABLE RIGHT-OF-WAY), NORTH 00°48'54" WEST A DISTANCE OF 28.30 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID LAND LOT LINE AND CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 89°12'50" EAST A DISTANCE OF 49.83 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE SOUTH 00°47'10" EAST A DISTANCE OF 14.37 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 216.89 FEET (SAID ARC HAVING A RADIUS OF 310.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 49°59'51" EAST A DISTANCE OF 212.49 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 29°57'16" EAST A DISTANCE OF 215.23 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 334.86 FEET (SAID ARC HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 55°52'53" EAST A DISTANCE OF 323.55 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 05°26'53" EAST A DISTANCE OF 35.28 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 84°33'07" EAST A DISTANCE OF 96.10 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 10°21'39" WEST A DISTANCE OF 25.00 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 76.02 FEET (SAID ARC HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 77°37'40" EAST A DISTANCE OF 75.88 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 71°44'31" EAST A DISTANCE OF 426.88 FEET TO A 1/2-INCH REBAR WITH CAP SET;

EXHIBIT "A" (continued)

THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 75°18'53" EAST A DISTANCE OF 32.45 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 14°41'07" WEST A DISTANCE OF 18.95 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 75°18'53" EAST A DISTANCE OF 20.00 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 14°41'07" EAST A DISTANCE OF 18.95 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 75°18'53" EAST A DISTANCE OF 47.21 FEET TO A 1/2-INCH REBAR WITH CAP SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LUMPKIN CAMPGROUND ROAD (80-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 27°17'03" WEST A DISTANCE OF 208.82 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (VARIABLE RIGHT-OF-WAY), NORTH 62°39'02" WEST A DISTANCE OF 60.62 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 18°15'29" EAST A DISTANCE OF 82.46 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 71°44'31" WEST A DISTANCE OF 380.77 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, NORTH 89°10'28" WEST A DISTANCE OF 172.61 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 61°57'05" WEST A DISTANCE OF 249.78 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 15.24 FEET (SAID ARC HAVING A RADIUS OF 310.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 31°21'46" WEST A DISTANCE OF 15.24 FEET) TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE, SOUTH 29°57'16" WEST A DISTANCE OF 215.23 FEET TO A POINT; THENCE CONTINUING ALONG SAID PROPOSED RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 156.14 FEET (SAID ARC HAVING A RADIUS OF 370.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 42°02'39" WEST A DISTANCE OF 154.99 FEET) TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF HARRY SOSEBEE ROAD (60-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 160.74 FEET (SAID ARC HAVING A RADIUS OF 2130.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 87°48'24" WEST A DISTANCE OF 160.70 FEET) BACK TO THE **POINT OF BEGINNING**.

CONTAINING 105,192 SQUARE FEET OR 2.415 ACRES AS DEPICTED ON THE ATTACHED EXHIBIT "A-1".



NORTH ARROW
NAD '83
GA WEST

N/F
PR ACQUISITIONS LLC
DB 1247, PG. 257
DB 1247, PG. 253
PN: 107 013

**HARRY SOSEBEE
ROAD REALIGNMENT**
AREA=
2,415 AC. OR
105,192 SQ. FT.

N/F
PR ACQUISITIONS LLC
DB 1247, PG. 257
DB 1247, PG. 253
PN: 107 013

N/F
PR ACQUISITIONS LLC
A PORTION OF
DB 1247, PG 257
DB 1247, PG 253
PN: 107 013

PINE FOREST
SUBDIVISION
PB 11, PG. 227

APPROXIMATE LOCATION
LAND LOT LINE

495
496

P.O.B.
1/2" RB
W/CAP

HARRY SOSEBEE ROAD
(60' RW)

LINE	BEARING	DISTANCE
L1	N 00°48'54" W	28.30'
L2	N 89°12'50" E	49.83'
L3	S 00°47'10" E	14.37'
L4	N 29°57'16" E	215.23'
L5	N 05°26'53" E	35.28'
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C6	160.74'	2130.00'	S 87°48'24" W	160.70'



GRAPHIC SCALE: 1"=150'

CLIENT:
DR HORTON, INC.
8800 ROSWELL RD.
BLDG. B, SUITE 100
SANDY SPRINGS, GA. 30350

DRAWN BY: AU
DESIGNED BY:
CHECKED BY: JAC

RIGHT-OF-WAY EXHIBIT
LOCATED IN LAND LOT 496, 13TH DISTRICT,
SOUTH HALF, DAWSON COUNTY, GEORGIA

JOB NUMBER: 103161 DATE: 12/24/2020 SCALE: 1" = 150'

LECRAW
ENGINEERING
3475 CORPORATE WAY, SUITE A
PHOENIX, AZ 85018
PHONE: 678.548.8100 FAX: 770.441.0288
©2020 LSF 001160

“Exhibit E”

Maintenance Bond

MAINTENANCE BOND

DAWSON COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as DEVELOPER, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “Developer’s Surety”), are held and firmly bound unto Dawson County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County for maintenance of Infrastructure as described below in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Developer’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written development agreement with the County, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”), for the construction and maintenance of a realigned section Harry Sosebee Road (hereinafter referred to as the “Infrastructure”) within the area more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the “ROW Tract”); and

WHEREAS, the Infrastructure contemplated by the development agreement is to be approved by the Dawson County Public Works Director, subject to ratification by the Dawson County Board of Commissioners, under the terms that a maintenance bond is required of said Principal and good and sufficient surety payable to Dawson County, and conditioned that the Principal shall maintain the Infrastructure in accordance with all applicable federal and state laws

and with all applicable County regulations, including but not limited to the Dawson County Subdivision Regulations, as well as the Contract.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely maintain and repair the Infrastructure as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including but not limited to any damages for delay and costs of maintenance and repair of the Infrastructure, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance by the Principal;
 - a. The Developer's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Developer's Surety;
 - b. The means, method or procedure by which the Developer's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The term of this Bond shall expire upon the later of both: a) the County's written determination regarding the applicable punch list that all items of Infrastructure are complete and can be released; and b) the County's issuance to Principal of a release letter regarding this bond.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the principal and Developer's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this ____ day of _____, 20__.

(Name of Principal)

By: _____
Name, Title: _____

(SEAL)

Attest:

By: _____
Name, Title: _____
Date: _____

(Name of Developer's Surety)

By: _____
Name, Title: _____

(SEAL)

Attest:

By: _____
Name, Title: _____
Date: _____

(ATTACH EXHIBIT A & SURETY'S POWER OF ATTORNEY)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-21-21

Prepared By: David McKee

Voting Session: 2-4-21

Presenter: David McKee

Public Hearing: Yes No x

Agenda Item Title: Green Infrastructure & Low Impact Development Program Approval

Background Information:

In 2014 Dawson County was required by GA EPD to create a Municipal Stormwater Permit (MS4). The permit was revised and reissued in 2017. The permit regulates all stormwater controls within the MS4 area, which is primarily around the southern 400 corridor and reaching east and west along Dawson Forest. Dawson County Public Works reviews, inspects and enforces the MS4 permit requirements, along with submits annual reports to EPD. Part of our MS4 permit requires Dawson to develop and approve a Green Infrastructure and Low Impact Development program.

Current Information:

The Purpose of the GI/LID Program is to further encourage, track the use of, inspect, and maintain GI/LID best management practices (BMPs) in Dawson County for commercial development. GI/LID refers to a broad range of stormwater practices and structures for a variety of purposes, including water quality improvement and combined sewer overflow reduction. It includes a diverse set of site planning techniques (i.e. protection of conservation areas), site design techniques (i.e. reducing impervious surface), and LID structures (i.e. bio-retention areas, enhanced swales, pervious pavement). Maintenance is the responsibility of the land owner or contractor. Program requires a maintenance agreement to be filed with Dawson County Public Works.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff recommends approval of the Green Infrastructure & Low impact development program

Department Head Authorization: David McKee

Date: 1-13-21

Finance Dept. Authorization: Vickie Neikirk

Date: 1/13/21

County Manager Authorization: David Headley

Date: 1-13-2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

PowerPoint, Program, Maintenance Agreement

Dawson County Green Infrastructure / Low Impact Development Program

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Background

Small Phase II Municipal Separate Storm Sewer System (MS4) along with the National Pollutant Discharge Elimination System (NPDES) permits were issued to Dawson County in 2014, and reissued in 2017. Dawson County Public Works Department implements most stormwater management efforts within the MS4 area, Dawson County is responsible for regulating, enforcing land disturbance permits, sedimentation and erosion control inspections, and enforcement within the MS4 area. The stormwater system serves all developed and undeveloped properties within the designated MS4 area. The geographic area of Dawson County is detailed in the following exhibit (Exhibit 1). In compliance with the Phase II MS4 permit effective December 17th 2017, permittees are required to develop a Green Infrastructure (GI) / Low Impact Development (LID) Program.

EXHIBIT 1
 Geographic Area of Dawson County
Green Infrastructure / Low Impact Development Program

Jurisdiction	Size of MS4 (sq/mi)
Designated MS4 Area	13.4

The predominant soil type within Dawson Counties MS4 area is Hydrologic Soil Group B which indicates the Soil having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep, or deep, and moderately well drained, or well drained soils that have moderately fine to moderately coarse textures. These soils have a moderate rate of water transmission. Appendix A displays a map of the soils, within Dawson County.

Purpose

The Purpose of the GI/LID Program is to further encourage, track the use of, inspect, and maintain GI/LID best management practices (BMPs) in Dawson County for commercial development. The objectives of the program are to:

1. Evaluate the feasibility and site applicability of various GI/LID BMPs (practices and structures) that best support the overall stormwater management
2. Develop an inventory of GI/LID BMPs within the Dawson County’s designated MS4 area, and identify procedures to track the addition of future applicable GI/LID BMPs
3. Identify the most effective approach for integrating GI/LID into the Dawson County’s current stormwater and development review programs, including developing an inspection and/or maintenance program, as applicable

While Dawson County encourages the use of GI/LID, the ultimate intent of establishing a GI/LID program is to ensure these practices and structures are designed, implemented, and maintained by their respective owners for improved watershed protection

As outlined in the Phase II permit, the GI/LID Program Document includes the following sections related to the GI/LID elements above:

1. GI/LID Program
2. GI/LID Structure Inventory
3. GI/LID Inspection Program
4. Ordinance Review

GI/LID Program

Permit Requirement

Per Phase II MS4 permit requirements, existing permittees must have a program describing the GI/LID techniques and practices to be implemented by the permittee by February 15, 2020. The program shall include procedures for evaluating the feasibility and site applicability of different GI/LID techniques and practices, and various structures and practices to be considered.

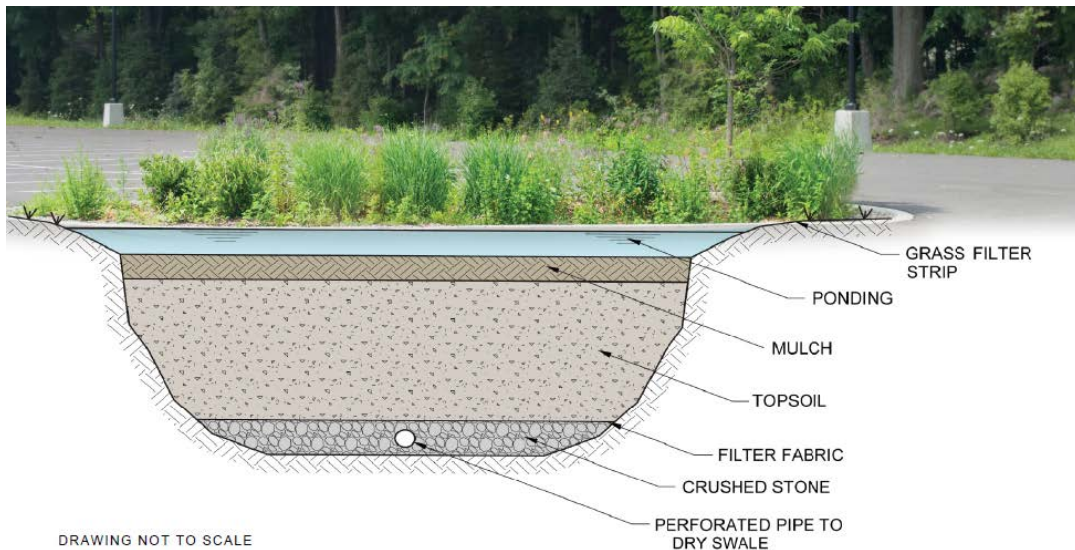
Definition of GI/LID

GI/LID refers to a broad range of stormwater practices and structures for a variety of purposes including water quality improvement and combined sewer overflow reduction. It includes a diverse set of site planning techniques (i.e. protection of conservation areas), site design techniques (i.e. reducing impervious surface), and LID structures (i.e. bio-retention areas, enhanced swales, pervious pavement).

The Georgia Environmental Protection Division (GAEPD) define GI/LID as including the following:

- o Better Site Planning Techniques (i.e. protection of conservation areas)
- o Better Site Design Techniques (i.e. reducing roadway lengths and widths, reducing parking lot footprints)
- o Low Impact Development Structures (i.e. bioretention areas, permeable pavement, vegetated filter strips, rain gardens)

Example of Green Infrastructure/LID Bioretention Area



GI/LID BMPs in Dawson County

In an effort to promote the use of GI/LID where it is feasible, Dawson County will allow the use of all GI/LID structures, better site planning techniques, and better site design techniques that are included in the 2016 GSMM Volume 2, Dawson County will focus on utilizing the following structures outlined in Appendix B (Exhibit B.1) including:

1. Bioretention Area
2. Enhanced Dry Swales
3. Enhanced Wet Swales
4. Filter Strips
5. Infiltration Practices
6. Permeable Paver Systems

Appendix B provides a summary of structures categorized as GI/LID (Exhibit B.1) and a summary of better site planning and design techniques (Exhibit B.2). The detailed descriptions in Volume 2 of the GSMM provide information related to design criteria, advantages/disadvantages, maintenance needs, pollutant removal calculations, stormwater management suitability, implementation considerations, runoff reduction credits and other useful information.

Dawson County understands that the feasibility and successful utilization of individual structures and techniques is site-dependent and therefore uses the information provided in Exhibits B.1 and B.2 to determine specific procedures that may be included on a development or re-development site. As part of the plan review process (outlined in subsequent sections of this document), Dawson County works with applicants to determine appropriate features based on the characteristics of a site.

Example of Vegetative Filter Strip



GI/LID Structure Inventory

Dawson County Current GI/LID Inventory

Currently there are 4 documented GI/LID structures in Dawson County. However, Dawson County will maintain list of completed inventory of stormwater structures that was developed after the date of designation. This new inventory will be documented in Dawson County's 2020 annual report

Permit Requirements

Per Phase II MS4 permit requirements, permittees must develop an inventory of privately owned non-residential and publicly owned water quality-related GI/LID structures located within the permittee's jurisdiction, and at a minimum, constructed on or after March 7th 2015, including the total number of each type of structure (e.g., bioswales, pervious pavement, rain gardens, cisterns, and green roofs).

Permittees must also track the addition of new water quality-related GI/LID structures through the plan review process and ensure the structures are added to the inventory.

Existing Plan Review Process

Dawson County is the local permit issuing authority for any Land Disturbing Activities (LDA). The local issuing authority is responsible for processing LDA applications, maintaining a list of active LDA permits, conducting inspections / maintenance reports, and enforcing local protective ordinances and (GESA) Georgia Erosion and Sedimentation Control Act.

Dawson County will work with owners/operators and developers to determine appropriate features based on the characteristics of the site. Dawson County will continue to refer to guidance from the update to the GSMM with regards to feasibility and site applicability of GI/LID practices and will recommend a site feasibility study to determine the applicability of the six GI/LID structures of interest by Dawson County. Dawson County will provide a table of Site Feasibility of Focused GI/LID Structures (Exhibit 3) to developers for use in their assessment, and will encourage the developer to consider the setting of the BMP, construction cost, maintenance burden, size limitations, and soil percolation rates in determining how stormwater requirements will best be met. When a permittee follows this process, Dawson County will document the information provided by the developer that was used to determine site applicability or non-applicability. This information will be attached to the permit file.

In determining the feasibility for new GI/LID structures, a site feasibility study will occur that will investigate the applicability of the 6 GI/LID structures of interest in Dawson County (Exhibit 3). The setting of the BMP, construction cost, maintenance burden, size limitations, and soil percolation rates will be considered.

EXHIBIT 3
Site Feasibility of Focused GI/LID Structures
Green Infrastructure / Low Impact Development Program

BMP Type	Appropriate Setting	Soil Feasibility	Construction Cost	Maintenance Burden	Runoff Reduction	WQv/TSS
Bioretention Area	Sitewide	0.5 in/hr minimum infiltration rate	Medium-High	Medium	50-100%	80%
Enhanced Dry Swale	Upland	Engineered Media	Medium	Low	50-100%	80%
Enhanced Wet Swale	Floodplain	No restrictions	Medium	Low	0%	80%
Filter Strip	Sitewide	0.25 in/hr minimum infiltration rate	Low	Low	10-25%	50%
Infiltration Practices	Upland	0.5 in/hr minimum infiltration rate	High	High	100%	100%
Permeable Pavers	Upland	No restrictions	High	High	50-100%	80%

In addition to the soil feasibility criteria listed in Exhibit 3, Dawson County considers other factors when reviewing site plans for GI/LID structures:

- Pretreatment measures should be used to prevent clogging of the basin bottom if runoff is expected to contain heavy sediment loads.
- Setback Requirements (Per Dawson County Future Land Use Resolution)
- Environmental Health required distances

During the plan review process, Dawson County will consider the following conditions when determining GI/LID practices are not feasible for a specific site:

- Minimum soil infiltration rate cannot be achieved.
- Minimum clearance of high-water table cannot be achieved. GSMM states that a high-water table within two (2) feet deems the project infeasible of GI/LID practices.
- Minimum land area requirements for the proposed structure cannot be achieved.
- Minimum setbacks to property lines, building foundations, wells, septic systems, or surface waters cannot be achieved.
- Minimum space requirements for necessary pretreatment measures cannot be achieved.
- Separation between infiltration practice and confining layers cannot be achieved. GSMM states that from the bottom of the infiltration practice to the confining layers is two (2) feet.
- Utility conflicts cannot be resolved.
- Contaminants that cannot be remediated are present

GI/LID Structure Inspection and Maintenance Program

Permit Requirements

Per Phase II MS4 permit requirements, permittees must:

- Conduct inspections and/or ensure that inspections are conducted on 100% of the total privately owned non-residential and publicly owned GI/LID structures within a 5-year period, beginning on February 15th 2020. Provide the number and/or percentage of the total structures inspected during the reporting period in each annual report.
- Conduct maintenance on the publicly owned GI/LID structures, as needed, beginning on February 15th 2020. Provide the number and/or percentage of the total structures maintained during the reporting period in each annual report.
- Develop procedures for ensuring privately-owned non-residential GI/LID structures are maintained as needed. Provide GI/LID maintenance agreements for stormwater structures to EPD for review with the 2018 annual report. Upon EPD approval, implement the procedures and provide documentation in each subsequent annual report.

GI/LID Inspection and Maintenance Program

Exhibit 4 summarizes the GI/LID inspection and maintenance responsibilities by Dawson County.

EXHIBIT 4

GI/LID Inspection and Maintenance Responsibilities

Green Infrastructure / Low Impact Development Program

Location	Inspection Responsibility	Maintenance Responsibility
Within public right-of-way	Dawson County	Dawson County
Private non-residential	Dawson County	Property Owner (Dawson County ensures that maintenance agreement has been completed by owner)
Private residential	Property Owner	Property Owner
Dawson County facilities	Dawson County	Dawson County

GI/LID Inspection Program

As directed by GAEPD, 100 percent of the total privately owned non-residential and publicly owned GI/LID BMPs are inspected within the 5-year period. Dawson County will perform inspections of all publicly-owned GI/LID BMPs. Dawson County is responsible for verifying inspections for privately-owned non-residential BMPs as well as inspecting each privately-owned non-residential structure every 5 years.

Privately Owned Non-Residential Structures

Privately owned non-residential structures are required to be maintained by individual property owners. Private non-residential property owners are required to complete a signed and notarized maintenance agreement. If Dawson County identifies non-compliance with the maintenance agreement, the first step to bring the site into compliance is for a Dawson County staff member to conduct a site visit or phone call to the property owner.

Property owners who fail to maintain their stormwater systems will be notified of the violation. If within thirty (30) days (or twenty-four (24) hours if there is an immediate danger to public safety), no actions are taken, Dawson County may enter the property and correct the failure. The cost for the repair work will result in a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

Additionally, failure to maintain stormwater controls in accordance with maintenance agreements may be subject to the enforcement actions outlined in section 7 subsection 1 and 2 of Dawson County Stormwater Ordinance. If Dawson County determines that a responsible person has failed to comply such provisions, it will issue a written notice of violation, and if the responsible parties do not address the violations, they may be subject to penalties such as stop work orders, revocation of permit, civil penalties or criminal penalties for intentional and flagrant violations. Non-residential structures are subject to future inspections by county personnel to verify maintenance activities were performed. Dawson County Stormwater Manager documents all maintenance agreements, inspection forms, property owner communication, and if applicable, documentation of any enforcement actions, and provides this information to EPD with each annual report. Appendix C contains example inspection forms.

Publicly Owned Structures

For publicly owned GI/LID structures, Dawson County prioritizes inspections similar to MS4 structure prioritization, which is based on proximity to a documented complaint. Inspections are completed by trained staff, and during each inspection, conditions are documented on an inspection form. Forms provided in the GSMM for each GI/LID structure are used to complete inspections. Inspections are prioritized based on structure location, subdivision age, accessibility, or concern. Once the higher-priority inspections are completed, any remaining inspections are conducted by Dawson County to ensure the required number of inspections occurs on an annual basis (i.e., 100 percent in the 5-year period). This approach allows staff to respond efficiently to known problems, while documenting the condition of other structures in adjacent areas.

Inspections of applicable GI/LID BMPs are documented on the inspection form and, at a minimum, attempt to identify the following information:

- adequate access to GI/LID BMPs via drainage easements and berms;
- stormwater facilities that require sediment removal, grassing, outlet control structure repair, and erosion control;
- accumulation of sediment or debris at the discharge of outfall structures;
- stormwater collection and transfer structures that are not properly maintained or damaged.

If an issue is found or a complaint filed, a work order is initiated. Emergency situations are addressed immediately while routine inspections are prioritized based upon the assessed conditions recorded in the inventory.

GI/LID Maintenance Program

As directed by GAEPD, Dawson County conducts maintenance on publicly-owned GI/LID structures on an as-needed basis. Dawson County ensures maintenance of privately-owned non-residential GI/LID structures. With regard to responsibility:

- Publicly-owned structures: Dawson County would maintain any GI/LID structures located on Dawson County property.
- Privately-owned non-residential structures: The property owner is responsible for maintenance of the GI/LID structures. Dawson County ensures that proper maintenance is performed by the owner through a notarized maintenance agreement signed by the owner/operator

Maintenance needs vary for each of the GI/LID BMPs and may include such actions as proper drainage, replacing mulch and plants, removing sediment, sweeping/vacuuming, dewatering, invasive species removal, planting, and removing trash/debris. Dawson County utilizes the GSMM to identify maintenance needs for structures included in the inventory.

Maintenance activities follow the same pattern as the inspections, since most structures being repaired or maintained are included as a work order as the result of an inspection. Once maintenance is conducted, information is documented regarding the efforts, final condition, and follow-up needs of the structure. Dawson County will provide the number and/or percentage of public GI/LID BMPs maintained during the reporting period in each annual report.

GI/LID Program Implementation Schedule

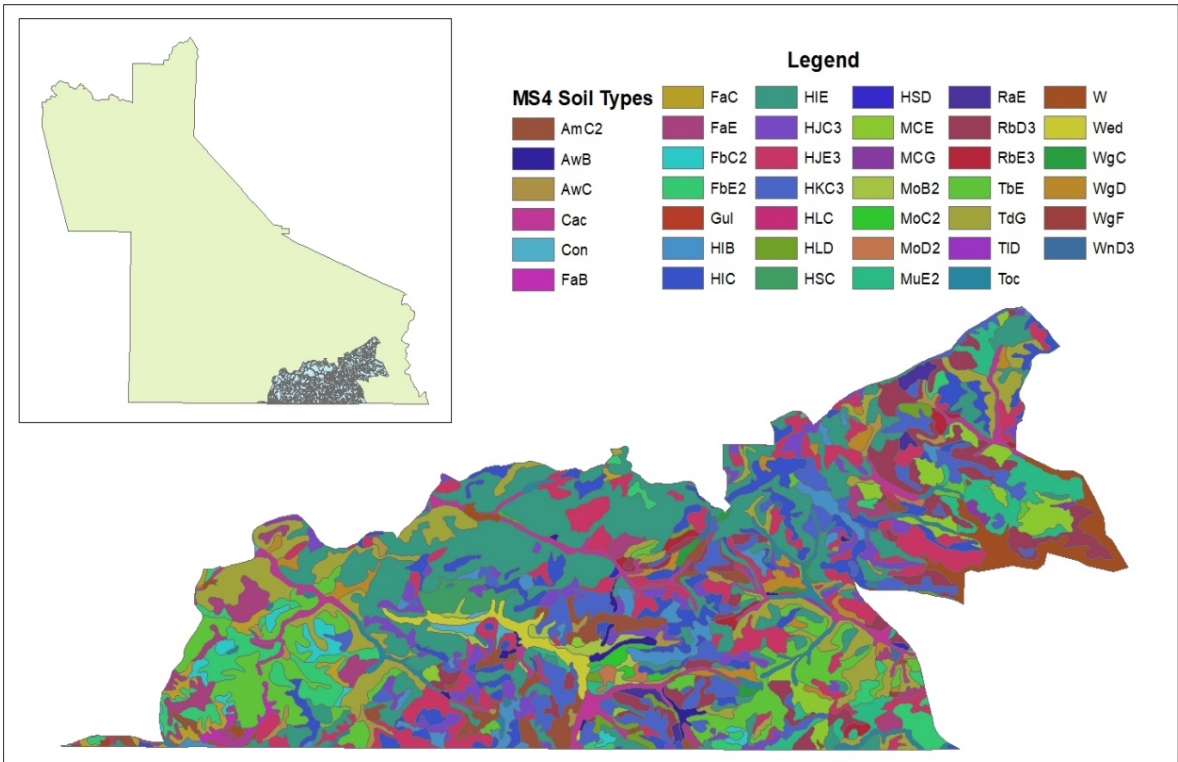
The GI/LID program outlined above will be implemented according to the following schedule:

- Effective immediately, Dawson County will conduct the following:
 - Submit revised inventories with permitted site feasibility sheets to be turned in each years MS4 Annual Report
 - Conduct inspections on public and private non-residential GI/LID BMPs so that each structure is inspected once every 5 years or 20% of the total structures
 - Conduct maintenance, as needed, on Dawson County-owned GI/LID
 - Coordinate with private non-residential property owners to ensure that needed maintenance is conducted on GI/LID structures included in the inventory, if not enforcement action could be taken

Appendix A – Maps of Soils in Dawson County



Dawson County: MS4 Soil Map



Created By: Public Works

Appendix B – GI/LID Structures and Better Site Planning and Design Techniques

EXHIBIT B.1

Summary of Potential GI/LID Structures in Dawson County

BMP Structure	Location in Volume 2 GSMM 2016 (Section and PDF page #)	Description	Runoff Reducti on	Stormwater Management and Treatment							Site Applicability					Cost Considerations		
			RR	WQv / TSS	CP v	Qp25 / Qf	Total Phosphorus	Total Nitrogen	Fecal Coliform	Metals	LID/ GI	Drainage Area (ac)	Space Req'd (% of Imperv. Drainage Area)	Max Site Slope	Minimum Head (Elevation Difference)	Depth to Water Table	Construction Cost	Maintenance Burden
Bioretention Areas	Section 4.2 (page 398)	Bioretention areas are shallow stormwater basins or landscaped areas that utilize engineered soils and vegetation to capture and treat stormwater runoff. Bioretention areas may be designed with an underdrain that returns runoff to the conveyance system or designed without an underdrain to exfiltrate runoff into the soil.	Yes	80%	†	†	80%	60%	90%	95%	Yes	5 max	3 - 6%	20%	3 ft .	2 ft.	Med - High	Med
Enhanced Dry Swales	Section 4.8 (page 454)	Enhanced swales are vegetated open channels that are designed and constructed to capture and treat stormwater runoff within dry or wet cells formed by check dams or other structures.	Yes	80%	†	X	50%	50%	X	40%	Yes	5 max	10 - 20%	4%	3 - 5 ft.	2 ft.	Med	Low
Enhanced Wet Swales	Section 4.8 (page 454)	Enhanced swales are vegetated open channels that are designed and constructed to capture and treat stormwater runoff within dry or wet cells formed by check dams or other structures.	No	80%	†	X	25%	40%	X	20%	Yes	5 max	10 - 20%	4%	1 ft.	Below	Med	Low
Filter Strips	Section 4.9 (page 466)	Grass channels are vegetated open channels that provide "biofiltering" of stormwater runoff as it flows across the grass surface.	Minimal	50%	†	X	25%	20%	X	30%	Yes	5 max	10%	4%	< 1 ft.	2 ft.	Low	Low
Infiltration Practices	Section 4.12 (page 490)	An infiltration practice is a shallow excavation, typically filled with stone or an engineered soil mix, which is designed to temporarily hold stormwater runoff until it infiltrates into the surrounding soils. Infiltration practices are able to reduce stormwater quantity, recharge the groundwater, and reduce pollutant loads.	Yes	100 %	†	†	100%	100%	100 %	100%	Yes	5 max	2 - 3%	6%	1 ft.	2 ft.	High	High
Permeable Paver Systems	Section 4.15 (page 508)	A permeable paver system is a pavement surface composed of structural units with void areas that are filled with pervious materials such as gravel, sand, or grass turf. The system is installed over a gravel base course that provides structural support and stores stormwater runoff that infiltrates through the system into underlying permeable soils.	Yes	80%	†	†	50%	50%	N/A* *	60%	Yes	N/A	No restrictions	6%	2 - 4 ft.	2 ft.	High	High

- √ BMP can meet the stormwater management or treatment requirement
- † BMP may meet the stormwater management or treatment requirement depending on size, configuration, and site constraints
- X BMP may contribute but is not likely to fully meet the stormwater management or treatment requirement

EXHIBIT B.2

Summary of Potential Better Site Planning and Design Techniques in Dawson County

Better Site Planning Techniques	Location in Volume 2 GSMM 2016 (Section and PDF page #)	Description
Preserved Undisturbed Natural Areas	Section 2.3.2 (page 269)	Important natural features and areas such as undisturbed forested and vegetated areas, natural drainageways, stream corridors, wetlands and other important site features should be delineated and placed into conservation areas.
Preserve Riparian Buffers	Section 2.3.2 (page 270)	Naturally vegetated buffers should be delineated and preserved along perennial streams, rivers, lakes, and wetlands.
Avoid Floodplains	Section 2.3.2 (page 271)	Floodplain areas should be avoided for homes and other structures to minimize risk to human life and property damage, and to allow the natural stream corridor to accommodate flood flows.
Avoid Steep Slopes	Section 2.3.2 (page 273)	Steep slopes should be avoided due to the potential for soil erosion and increased sediment loading. Excessive grading and flattening of hills and ridges should be minimized.
Minimize Siting on Porous or Erodible Soils	Section 2.3.2 (page 274)	Porous soils such as sand and gravels provide an opportunity for groundwater recharge of stormwater runoff and should be preserved as a potential stormwater management option. Unstable or easily erodible soils should be avoided due to their greater erosion potential.
Fit Design Practice to Terrain	Section 2.3.2.2 (page 276)	The layout of roadways and buildings on a site should generally conform to the landforms on a site. Natural drainageways and stream buffer areas should be preserved by designing road layouts around them. Buildings should be sited to utilize the natural grading and drainage system and avoid the unnecessary disturbance of vegetation and soils.
Locate Development in Less Sensitive Areas	Section 2.3.2.2 (page 278)	To minimize the hydrologic impacts on the existing site land cover, the area of development should be located in areas of the site that are less sensitive to disturbance or have a lower value in terms of hydrologic function.
Reduce Limits of Clearing and Grading	Section 2.3.2.2 (page 279)	Clearing and grading of the site should be limited to the minimum amount needed for the development and road access. Site footprinting should be used to disturb the smallest possible land area on a site.
Utilize Open Space Development	Section 2.3.2.2 (page 280)	Open space site designs incorporate smaller lot sizes to reduce overall impervious cover while providing more undisturbed open space and protection of water resources.
Consider Creative Development Design	Section 2.3.2.2 (page 282)	Planned Unit Developments (PUDs) allow a developer or site designer the flexibility to design a residential, commercial, industrial, or mixed-use development in a fashion that best promotes effective stormwater management and the protection of environmentally sensitive areas.
Reduce Roadway Lengths and Widths	3.3.3.1 (page 89)	Strategies to reduce impervious cover by making streets narrower while still meeting transportation objectives.
Reduce Building Footprints	3.3.3.4 (page 106)	Reducing footprint size of commercial building and residences by using alternate or taller buildings while maintaining the same floor to area ratio (the ratio of building square footage to lot size)
Reduce the Parking Footprint/ Reducing Paved Parking and Walking Areas	3.3.3.3 (page 101)	Reducing the footprint of paved parking lots, driveways, and sidewalks to reduce imperviousness
Reduce Setback and Frontages	3.3.2.3 (page 78)	Reduce front yard building setback to 20 feet to reduce the required length of driveways and sidewalks. Reduce side yard setback to 25 feet or less and frontage length to 80 feet or less to allow for denser development and shorter road lengths.

EXHIBIT B.2**Summary of Potential Better Site Planning and Design Techniques in Dawson County**

Better Site Planning Techniques	Location in Volume 2 GSMM 2016 (Section and PDF page #)	Description
Use Fewer or Alternative Cul-de-Sacs/ Alternative Roadway Components	3.3.3.2 (page 95)	Alternatives to large cul-de-sacs and curb-and gutter stormwater conveyance
Create Parking Lot Stormwater "Islands"	2.3.1.2 (page 267)	Reduction of impervious cover
Use Buffers and Undisturbed Areas	2.3.1.2 (page 267)	Utilization of natural features for stormwater management
Use Natural Drainageways Instead of Storm Sewers	2.3.1.2 (page 267)	Utilization of natural features for stormwater management
Use Vegetated Swale Instead of Curb and Gutter	2.3.1.2 (page 267)	Utilization of natural features for stormwater management
Use Soil Restoration Practices to Improve Native Soils	2.3.1.2 (page 267)	Utilization of natural features for stormwater management
Drain Rooftop Runoff to Pervious Area	2.3.1.2 (page 267)	Utilization of natural features for stormwater management

Appendix C – BMP Inspection Forms

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or other) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					

Bioretention Area					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Mulching depth of 3-4 inches is maintained. Comment on mulch depth.					
Native plants were used in the practice according to the planting plan.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Bioretention Area:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

Dry Enhanced Swale/Wet Enhanced Swale					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet Structure					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet structure is mowed and grass clippings are removed (for dry enhanced swale).					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Weir – area is free of trash, debris, and sediment is less than 25% of the total depth of the weir.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Rock Lined Plunge Pools – area is free of trash debris and sediment. Rock thickness in pool is adequate.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
For dry enhanced swale, no evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
Plants were used in the practice according to the planting plan.					

Dry Enhanced Swale/Wet Enhanced Swale					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Vegetation within and around practice is maintained per landscaping plan. Grass clippings are removed.					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
No evidence of undesirable vegetation.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, tips of leaves turning brown or yellow, blackened roots, etc.).					
Plants seem to be healthy and in good condition. Comment on condition of plants.					
No evidence of erosion around the sides of the check dam.					
Cleanout caps are in place and in good condition (for dry enhanced swale).					
The underdrain appears to be unclogged evidenced by water exiting the practice freely (for dry enhanced swale).					
Pea gravel diaphragm or other flow spreader is clean and working properly.					
Emergency Overflow					
Emergency overflow is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Outlet Structure					
Outlet structure is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
Results					
Overall condition of Enhanced Swale:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please explain why in the appropriate comment box.					

Grass Channel					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc.					
Area around the inlet is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet.					
No signs of clogging or damage around the inlet.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Filter Strip or Grass Channels – area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion.					
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
No evidence of erosion in the practice.					
No evidence of long-term ponding or standing water in the ponding area of the practice (examples include: stains, odors, mosquito larvae, etc).					
No undesirable vegetation located within the practice.					
No evidence of use of fertilizer on plants (fertilizer crusting on the surface of the soil, blackened roots, etc.).					
Grass within and around practice is maintained at the proper height (3-4 inches). Grass clippings are removed.					
Grass cover seems healthy with no bare spots or dying grass.					

Grass Channel					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
No accumulating sediment within the grass channel.					
Outlet					
Outlet is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding.					
Results					
Overall condition of Grass Channel:					
Additional Comments					
Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, etc. removed).					
Inlet					
Drainage ways (overland flow or pipes) to the practice are free of trash, debris, large branches, etc. Drainage ways are in good condition.					
Area around the inlet structure is mowed and grass clippings are removed.					
No evidence of gullies, rills, or excessive erosion around the inlet structure.					
Water is going through structure (i.e. no evidence of water going around the structure).					
Diversion structure (high flow bypass structure or underdrain) is free of trash, debris, or sediment. Comment on overall condition of diversion structure and list type.					
Pretreatment (choose one)					
Forebay – area is free of trash, debris, and sediment.					
Forebay – No undesirable vegetation.					
Forebay – No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Forebay – No signs of standing water.					
Filter Strip– area is free of trash debris and sediment. Area has been mowed and grass clippings are removed. No evidence of erosion or sediment accumulation.					
Filter Strip – No signs of unhealthy grass, bare or dying grass. Grass height is maintained to a height of 6 – 15 inches.					
Filter Strip– No signs of erosion, rills, or gullies. Erosion protection is present on site.					
Filter Strip – No undesirable vegetation.					
Filter Strip – No signs of standing water (examples include: stains, odors, mosquito larvae, etc).					

Infiltration Practice					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Main Treatment					
Main treatment area is free of trash, debris, and sediment.					
Erosion protection is present on site (i.e. turf reinforcement mats). Comment on types of erosion protection and evaluate condition.					
Structure seems to be working properly. No settling around the structure. Comment on overall condition of structure.					
No signs of ponding water more than 48 hours after a rain storm event (examples include: stains, odors, mosquito larvae, etc).					
No undesirable vegetation growing within the practice.					
Native plants were used in the practice according to the landscaping plan.					
Observation well is capped and locked when not in use					
Flow testing has been performed on infiltration practice to determine if underdrain is clogged.					
Emergency Overflow and Outlet Structure					
Area is free of trash, debris, and sediment.					
No evidence of erosion, scour, or flooding around the structure.					
No signs of sediment accumulation.					
Grass height of 6 – 15 inches is maintained.					
Results					
Overall condition of Infiltration Practice:					
Additional Comments					
Notes: *If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.					

Permeable Bricks/Blocks					
Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
General Inspection					
Access to the site is adequately maintained for inspection and maintenance.					
Area is clean (trash, debris, grass clippings, leaves, etc. removed).					
Area around the practice is mowed and grass clippings are removed. No signs of bare or dead grass.					
No evidence of gullies, rills, or erosion around the practice.					
Water is permeating the bricks/blocks (i.e. no evidence of water going around the practice).					
Bricks/blocks are structurally sound. No signs of cracks or splitting.					
Aggregate between the bricks/blocks is reasonable.					
No evidence of long-term ponding or standing water in the practice.					
Grass in the concrete grid is healthy, no dead grass or bare spots.					
Grass in the concrete grid is mowed and grass clippings are removed.					
Structure seems to be working properly. No signs of the bricks/blocks settling. Comment on overall condition of bricks/blocks.					
Vegetation within and around practice is maintained. Grass clippings are removed.					
No exposed soil near the bricks/blocks that could cause sediment accumulation within the practice.					
Cleanout caps are present and not missing (if applicable).					
The underdrain system has been flushed properly and there is no sign of clogging (if applicable).					
Results					
Overall condition of Permeable Bricks/Blocks:					

Permeable Bricks/Blocks

Maintenance Item	Condition				Comment
	Good	Marginal	Poor	N/A*	
Additional Comments					
<p>Notes: * If a specific maintenance item was not checked, please check N/A and explain why in the appropriate comment box.</p>					

**STORMWATER MANAGEMENT
STORMWATER FACILITY
BMP/GREEN INFRASTRUCTURE/LOW IMPACT DEVELOPMENT
INSPECTION AND MAINTENANCE AGREEMENT**

Dawson County, Georgia
Stormwater Management Office
(706) 344-3500 ext. 42233

THIS Agreement made and entered into this _____ day of _____, 20____, by and between (Full Name of Owner) _____ hereinafter called the "Landowner", and Dawson County, Georgia hereinafter called the "County."

WHEREAS, the Landowner is the owner of certain real property described as (Dawson County Tax Map/Parcel Identification Number) _____ as recorded by deed in the land records of Dawson County, Georgia at Deed Book _____ Page _____, hereinafter called the "Property;" and

WHEREAS, the Landowner is proceeding to, or has, made improvements on the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as (Name of Plan/Development) hereinafter called the "Plan," which is expressly incorporated herein by reference, as approved, or to be approved, by the County, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the County requires that onsite stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowner's association;

WHEREAS, the Georgia Stormwater Management Manual addresses issues relating to the operation and/or maintenance of stormwater systems; and

WHEREAS, the Landowner, its successors and assigns, understands that the execution and adherence to the provisions of this Agreement is a condition precedent to the County's permitting, and/or approving the final plat for the Property and subdivision located thereon;

NOW THEREFORE, in consideration of the foregoing premises and mutual agreements the parties hereby agree as follows:

1. The on-site stormwater management/BMP and Green infrastructure/LID facilities shall be constructed, operated, and maintained by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan, as well as in accordance with State and federal law, the Georgia Stormwater Management Manual, and any and all applicable County ordinances.
2. The Landowner, its successors and assigns, including any homeowner's association, shall adequately maintain the stormwater facilities and improvements on the Property. Adequate Maintenance required by this Agreement shall include, but is not limited to,

scheduled and corrective maintenance of all Stormwater Facilities including Green Infrastructure/Low Impact Development Integrated Management Practices, and improvements intended to manage and/or control stormwater on the Property, with such facilities and improvements to expressly include, but not be limited to pipes, channels structures, vegetation, berms, outlet structures, pond areas, access roads, or any other improvement relating to stormwater on the Property, but excluding any such improvements located on, under, or within any publicly owned rights of way (the “Stormwater Facilities and Improvements”). Adequate maintenance is herein defined as keeping such Stormwater Facilities and Improvements in good working condition such that they satisfactorily perform their intended design functions.

3. The Landowner, its successors and assigns, shall inspect all Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices and Improvements and submit an inspection report to the County on an annual basis. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Facilities and Improvements located on the Property. Each annual inspection shall include a full and complete inspection of all Stormwater Facilities and Improvements located on the Property. Any and all deficiencies identified during such inspections shall be noted in the inspection report submitted to the County. The inspection report shall also include a detailed plan for any and all repairs to the Stormwater Facilities and Improvements necessary to correct any deficiencies identified during the inspection, with the repair plan to be prepared by a professional engineer, or some other duly qualified professional, licensed in the State of Georgia.
4. The Landowner, its successors and assigns, hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities and Improvements as deemed necessary by the County for purposes of protecting the public health, safety or welfare, for purposes of investigating or inspecting any reported or suspected deficiencies in the Stormwater Facilities and Improvements on the Property, for purposes of responding to or investigating citizens’ complaints relating to the management or control of stormwater on the Property, or for any other purpose deemed necessary by the County. The County shall provide the Landowner, its successors and assigns, with a copy of the any inspection findings, as well as a directive to commence with any required repairs. To the extent that the County does not agree with or to the contemplated repairs proposed by the Landowner, the County may submit an alternate repair plan to the Landowner.
5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices and Improvements on the Property in good working condition acceptable to the County, or fails to make repairs as specified in the inspection report within a reasonable time frame as established by the County, with such timeframe not to be shorter than thirty (30) days, the County may enter upon the Property and take any and all action necessary to correct deficiencies identified in the inspection report. The Landowner, its successors and assigns, shall be responsible for any and all fees and expenses incurred by the County in taking such corrective action. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner outside the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that this Agreement imposes no obligation or responsibility on the County to

routinely maintain or repair any Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices, and Improvements located on the property

6. The Landowner, its successors and assigns, will perform all work necessary to keep the Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices, and Improvements in good working condition as required by the approved Plan, as well as by State and federal law, the Georgia Stormwater Management Manual, and any and all applicable County ordinances.
7. In the event that the County performs or undertakes work of any kind pursuant to this Agreement or expends any funds or resources in performance of said work for labor, use of equipment, supplies, material, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt of same.
8. This Agreement shall impose no liability on the County with respect to the maintenance or repair of any Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices, and Improvements on the Property, nor does the County assume any obligation or duty to undertake or perform any action allowed for, or permitted by, this Agreement. The Landowner, its successors and assigns, further agrees to indemnify and hold the County harmless from any liability arising out of the management, operation, maintenance, or failure of any Stormwater Facilities and Improvements subject to this Agreement.
9. Notwithstanding any right extended to the County pursuant to this Agreement, it is expressly recognized and acknowledged that the County retains all prosecutorial rights and remedies available to it, including the enforcement of any and all applicable County ordinances, against the Landowner, its successors and assigns, relating to the operation, maintenance, and/or repair of Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices, and Improvements located on the Property.
10. This Agreement shall be recorded among the land records of Dawson County, Georgia, and shall constitute an agreement running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner's association.

WITNESS the following signatures and seals

Company/Corporation/Partnership Name

{Seal}

By: Signature

Print Name

Print Title

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2_____.

Notary Public

My Commission Expires: _____

{Notary Seal}

**Attachment A
Responsible Person**

The Landowner hereby identifies the responsible person or position responsible for ensuring that the inspection and maintenance of the Stormwater Facilities, Green Infrastructure/Low Impact Development Integrated Management Practices, and Improvements is accomplished according to the inspection and maintenance schedule prepared by the engineer of record for this

Property: Address or Name of Property

as _____.

Name and Title of Responsible Person

Results of the inspections shall be submitted annually to Dawson County.

Inspection reports shall be submitted to:

Dawson County
Stormwater Management Office
25 Justice Way, Suite 2322
Dawsonville, GA 30534

If the responsible entity or contact person changes Dawson County shall be notified in writing of the change not later than thirty (30) days from the effective date of such change.

Responsible Entity

Contact Name

Signature

Address

City, State, Zip Code

Phone Number

Green Infrastructure/LID Program



David McKee
Public Works Director

Background

- Small Phase II Municipal Separate Storm Sewer System (MS4) along with the National Pollutant Discharge Elimination System (NPDES) permits were issued to Dawson County in 2014, and reissued in 2017. Dawson County Public Works Department implements most stormwater management efforts within the MS4 area, Dawson County is responsible for regulating, enforcing land disturbance permits, sedimentation and erosion control inspections, and enforcement within the MS4 area. The stormwater system serves all developed and undeveloped properties within the designated MS4 area.

Permit Requirement

- Per Phase II MS4 permit requirements, existing permittees must have a program describing the GI/LID techniques and practices to be implemented by the permittee by February 15, 2020. The program shall include procedures for evaluating the feasibility and site applicability of different GI/LID techniques and practices, and various structures and practices to be considered.
- After revisions the GI/LID program was accepted by EPD on October 5th 2020

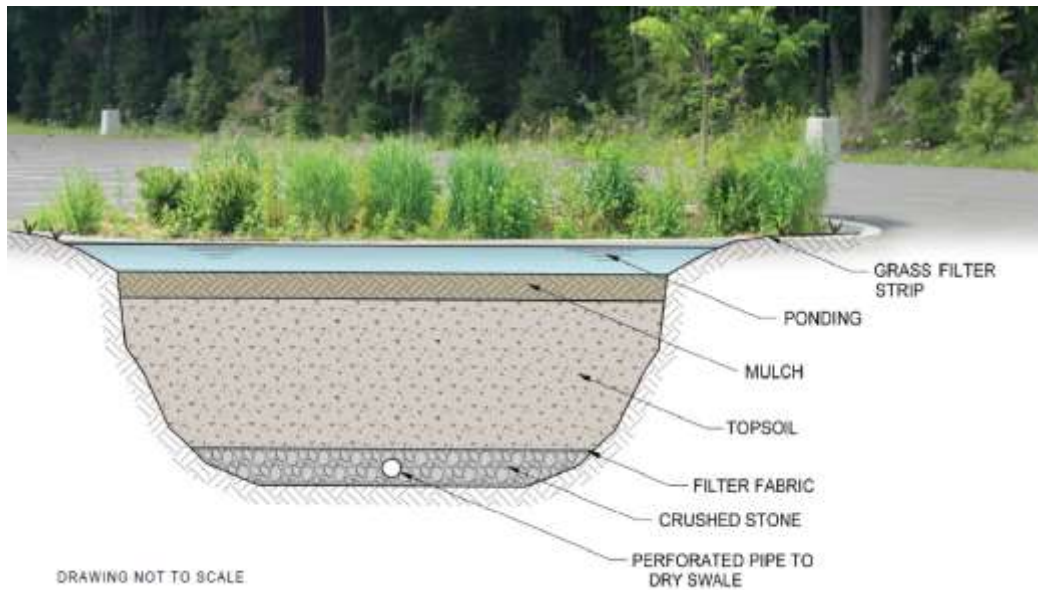
Definition of Green Infrastructure/ Low Impact Development

- GI/LID refers to a broad range of stormwater practices and structures for a variety of purposes including water quality improvement and combined sewer overflow reduction. It includes a diverse set of site planning techniques (i.e. protection of conservation areas), site design techniques (i.e. reducing impervious surface), and LID structures (i.e. bio-retention areas, enhanced swales, pervious pavement).
- The Georgia Environmental Protection Division (GAEPD) define GI/LID as including the following:
 - Better Site Planning Techniques (i.e. protection of conservation areas)
 - Better Site Design Techniques (i.e. reducing roadway lengths and widths, reducing parking lot footprints)
 - Low Impact Development Structures (i.e. bioretention areas, permeable pavement, vegetated filter strips, rain gardens)

Purpose

- The Purpose of the GI/LID Program is to further encourage, track the use of, inspect, and maintain GI/LID best management practices (BMPs) in Dawson County for commercial development. The objectives of the program are to:
 1. Evaluate the feasibility and site applicability of various GI/LID BMPs (practices and structures) that best support the overall stormwater management
 2. Develop an inventory of GI/LID BMPs within the Dawson County's designated MS4 area, and identify procedures to track the addition of future applicable GI/LID BMPs
 3. Identify the most effective approach for integrating GI/LID into the Dawson County's current stormwater and development review programs, including developing an inspection and/or maintenance program, as applicable
- While Dawson County encourages the use of GI/LID, the ultimate intent of establishing a GI/LID program is to ensure these practices and structures are designed, implemented, and maintained by their respective owners for improved watershed protection

Examples of GI/LID



Bioretention Pond



Vegetative Filter Strip

GI/LID use in Dawson County

- In an effort to promote the use of GI/LID where it is feasible, Dawson County will allow the use of all GI/LID structures, better site planning techniques, and better site design techniques that are included in the 2016 GSMM Volume 2 including:
 1. Bioretention Area
 2. Enhanced Dry Swales
 3. Enhanced Wet Swales
 4. Filter Strips
 5. Infiltration Practices
 6. Permeable Paver Systems

Feasibility of GI/LID

- Dawson County will work with owners/operators and developers to determine appropriate features based on the characteristics of the site. Dawson County will continue to refer to guidance from the update to the GSMM with regards to feasibility and site applicability of GI/LID practices and will recommend a site feasibility study to determine the applicability of the six GI/LID structures of interest by Dawson County.
- In determining the feasibility for new GI/LID structures, a site feasibility study by the developer will occur that will investigate the applicability of the 6 GI/LID structures of interest in Dawson County. The setting of the BMP, construction cost, maintenance burden, size limitations, and soil percolation rates will be considered.

Commercial Plan Review of GI/LID in Dawson County

- **During the plan review process, Dawson County will consider the following conditions when determining GI/LID practices are not feasible for a specific site:**
 - Minimum soil infiltration rate cannot be achieved.
 - Minimum clearance of high-water table cannot be achieved. GSMM states that a high-water table within two (2) feet deems the project infeasible of GI/LID practices.
 - Minimum land area requirements for the proposed structure cannot be achieved.
 - Minimum setbacks to property lines, building foundations, wells, septic systems, or surface waters cannot be achieved.
 - Minimum space requirements for necessary pretreatment measures cannot be achieved.
 - Separation between infiltration practice and confining layers cannot be achieved. GSMM states that from the bottom of the infiltration practice to the confining layers is two (2) feet.
 - Utility conflicts cannot be resolved.
 - Contaminants that cannot be remediated are present

Inspection and Maintenance

- As directed by GAEPD, 100 percent of the total privately owned non-residential and publicly owned GI/LID BMPs are inspected within the 5-year period. Dawson County will perform inspections of all publicly-owned GI/LID BMPs. Dawson County is responsible for verifying inspections for privately-owned non-residential BMPs as well as inspecting each privately-owned non-residential structure every 5 years.
- Privately owned non-residential structures are required to be maintained by individual property owners. Private non-residential property owners are required to complete a signed and notarized maintenance agreement. If Dawson County identifies non-compliance with the maintenance agreement, the first step to bring the site into compliance is for a Dawson County staff member to conduct a site visit or phone call to the property owner.

Implementation

- The GI/LID program outlined above will be implemented according to the following schedule:
 - Effective immediately, Dawson County will conduct the following:
 - Submit revised inventories with permitted site feasibility sheets to be turned in each years MS4 Annual Report
 - Conduct inspections on public and private non-residential GI/LID BMPs so that each structure is inspected once every 5 years or 20% of the total structures.
 - Conduct maintenance, as needed, on Dawson County-owned GI/LID
 - Coordinate with private non-residential property owners to ensure that needed maintenance is conducted on GI/LID structures included in the inventory, if not enforcement action could be taken

Questions?



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: HR

Work Session: 01.21.21

Prepared By: Brad Gould

Voting Session: 02.04.21

Presenter: Brad Gould

Public Hearing: Yes No

Agenda Item Title: Presentation of increase of elected official 2021 salaries not approved by the General Assembly.

Background Information:

The General Assembly establishes salaries for newly elected officials and those serving additional terms. For the 2021 term, the state revised base salaries that incorporated prior state COLAs and added 5% to base salaries - with the exception of the 2019 local and 2020 state COLAs, which were calculated in the total salary.

Current Information:

The county commissioners, magistrates and coroners did not receive an increase for 2021 from the state. The BOC has the option to add local supplements or COLAs to these salaries.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Brad Gould/HR Director

Date: 01/13/2021

Finance Dept. Authorization: Vickie Neikirk

Date: 1/13/21

County Manager Authorization: David Headley

Date: 1/13/2021

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

STATE OF GEORGIA
COUNTY OF DAWSON

**INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON COUNTY, THE
DAWSON COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY
OF DAWSONVILLE RELATING TO THE 2021 MUNICIPAL ELECTIONS IN THE CITY
OF DAWSONVILLE**

THIS INTERGOVERNMENTAL AGREEMENT, by and between **DAWSON COUNTY**, a county government authorized by the laws of the State of Georgia (hereinafter referred to as the “County”), the **DAWSON COUNTY BOARD OF ELECTIONS AND REGISTRATION**, an appointed Board of Dawson County (hereinafter referred to as the “Board”) and the **CITY OF DAWSONVILLE**, a municipal corporation authorized by the laws of the State of Georgia (hereinafter referred to as the “City”) relating to municipal elections for the City;

WITNESSETH:

WHEREAS, the County by and through the Board conducts all county-wide and/or state-wide elections within Dawson County; and

WHEREAS, the Board has previously assisted the City with the conduct of the City elections; and

WHEREAS, the City has by ordinance authorized the County to conduct the City elections as contemplated by O.C.G.A. § 21-2-45; and

WHEREAS, the City has requested and the County has agreed to allow its Board to conduct on behalf of the City any city elections called for in the year 2021;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

With respect to any general municipal election and any specially called municipal election to be held in 2021, the Board shall conduct all such elections for the City at the Offices of the Board or such other precinct locations as determined by the Board. The City shall notify the Board as soon as reasonably practical of the intended date all such municipal elections.

2.

The Board shall perform all duties as set forth and labeled as “County” in Exhibit A attached hereto and incorporated herein by reference. The City shall perform all duties as set forth and labeled as “City” in Exhibit A attached hereto and incorporated herein by reference. To the limited extent legally necessary to affect the purposes of this agreement, the City hereby appoints the Board as its Municipal Superintendent and Absentee Ballot Clerk for municipal elections in accordance with O.C.G.A. §§ 21-2-70.1 and 21-2-380.1.

3.

Where the County is responsible for holding a non-City election on the same date as a City election, the City shall reimburse the County for only those additional expenses incurred by the Board that are specifically due to the City election; provided that if the only other simultaneous election held by the County is at the request of the Dawson County School Board, the City shall be responsible for the expenses incurred with respect to the

City election and the County shall make arrangements with the School Board for the costs of the election as pertains to the School Board matters. Except in the circumstances discussed in the preceding sentence, the City shall reimburse the County for the all of expenses incurred by the Board associated with any general or special municipal election. Expenses shall be submitted to the City within sixty (60) days of the conclusion of each election covered by this agreement (except as provided below), and such expenses shall be paid by the City within thirty (30) days of the date of such invoice. Should additional expenses arise more than thirty (30) days after the conclusion of each election (e.g. reasonable legal fees associated with responding to and redacting in connection with Open Records Act requests for election information when such requests seek documents submitted by the City to the County) the County shall promptly notify the City and shall have sixty (60) days from the date of incurring such expenses to request reimbursement, and the City shall thereafter have thirty (30) days to pay from the date of each such invoice.

4.

As a part of the duties of the Board, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided, however, that the Board shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A. In the event of a legal challenge to any City election, which legal challenge does not involve the alleged negligent, intentionally wrongful, or otherwise improper action of the Board, its agents or employees, the City shall at the request of the Board furnish legal counsel to the Board through its designated City Attorney or through other legal counsel concerning municipal election matters when deemed necessary by

the Board, but in no event shall this agreement give the City or its City Attorney the right to control the Board of Elections in municipal election matters, and will not bar the Board from seeking other legal counsel at its own expense

5.

This agreement may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract agreement no fewer than one hundred twenty (120) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the agreement. This agreement shall expire upon completion of all duties by the parties, but in no event shall the agreement extend beyond 50 years.

6.

All elections conducted for the City by the Board shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

7.

This agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of January 1, 2021.

[SIGNATURES ON FOLLOWING PAGE]

DAWSON COUNTY

BY: _____
BILLY THURMOND, CHAIRMAN

ATTEST:

KRISTEN CLOUD, COUNTY CLERK

Date: _____

CITY OF DAWSONVILLE

BY: _____
MIKE EASON, MAYOR

ATTEST:

BEVERLY BANISTER, CITY CLERK

Date: _____

**DAWSON COUNTY BOARD OF ELECTIONS
AND REGISTRATION**

BY: _____
GLENDA FERGUSON, CHAIRPERSON

ATTEST:

ASSISTANT TO BOARD OF ELECTIONS

Date: _____

Exhibit “A”
MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY/COUNTY:	City	Advertise Call for Election w/Qualifying (city prefers 2 weeks) City sets and publishes qualifying fees by February 1, 2021. File reports and statements in accordance with the requirements of O.C.G.A. 21-5-34 and 21-5-50 on municipalities
COUNTY ELECTION SUPERINTENDENT:	County	Candidate Qualification (fees made payable to City) (Qualifying times: Special called 2.5 days – General 4 days)
COUNTY ELECTION SUPERINTENDENT:	County	Inventory Absentee/Election Supplies
	County/State	Design Ballot
	State	Create Ballot Project
	County/Tattnall Prtg.	Print ICC Scanner Ballots; Absentee/Provisional/Challenged/Emergency
COUNTY TECHNICAL CUSTODIAN:	County	Election Management System (EMS): Upload Project & Scanner Flash Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Sample Ballot
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election
ADVANCE VOTING PRECINCT BOARD (3) : County - Chief Manager County - Assistant Manager (2) County - Clerks (4-5)	County	Absentee Mail-in NO ID / NO Reason required
		BMD Advance Voting PHOTO ID / NO Reason required
ELECTION DAY PRECINCT BOARD (3): County - Chief Manager County - Assistant Managers (2) County - Clerks (4-5)	County	Conduct Election Day Voting – 7 A.M. – 7 P.M.
ABSENTEE BALLOT TABULATION BOARD (3) : County - Chief Manager County - Assistant Managers (2)	County	Tabulate votes – ICC & BMD Voting equipment
COUNTY TECHNICAL CUSTODIAN	County	Elections Management System (EMS): Download Election Results
PROVISIONAL BALLOT PROCESSING (if applicable)	County	Verify eligibility; process and count- include w/certification
COUNTY ELECTION SUPERINTENDENT / BOER	County	E Consolidation / Certification



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 1/21/21

Prepared By: Vickie Neikirk

Presenter: Vickie Neikirk

Public Hearing: Yes_ No _____

Agenda Item Title: Discussion of financing options for purchase of Ladder Truck for Emergency Services

Background Information:

On Dec 3, 2020, the BOC voted to approve the purchase of a ladder truck to be used by Emergency Services for fire suppression. At that time, the board requested information be provided on financing options to be decided at a later date.

Current Information:

To be provided during the work session.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization:

Date: 1/12/21

Finance Dept. Authorization: Vickie Neikirk

Date: 1/12/21

County Manager Authorization: David Headley

Date: 1/12/2021

County Attorney Authorization: _____

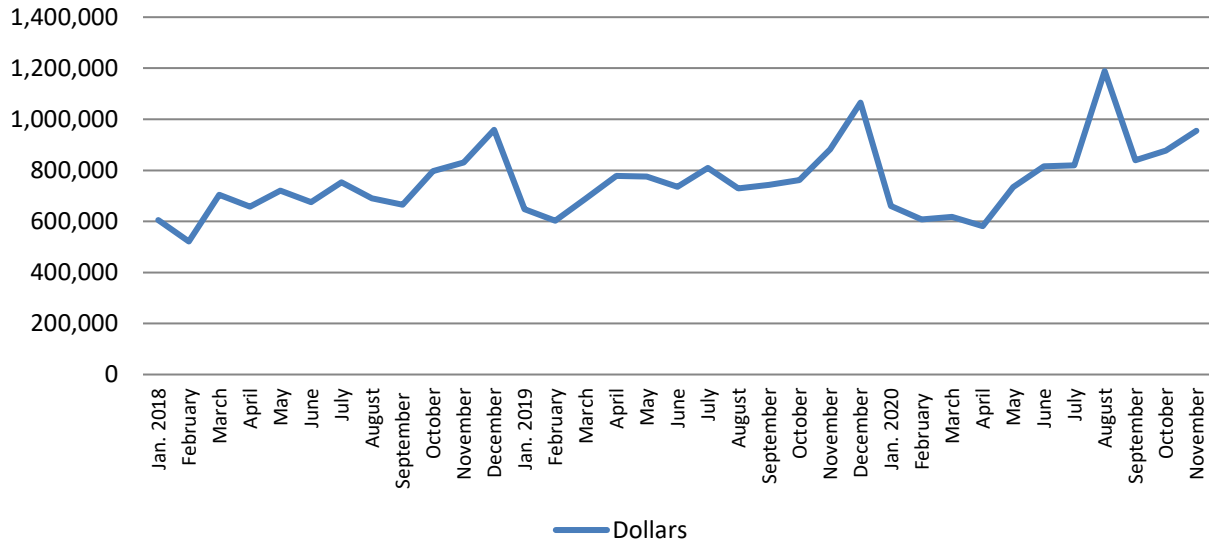
Date: _____

Comments/Attachments:

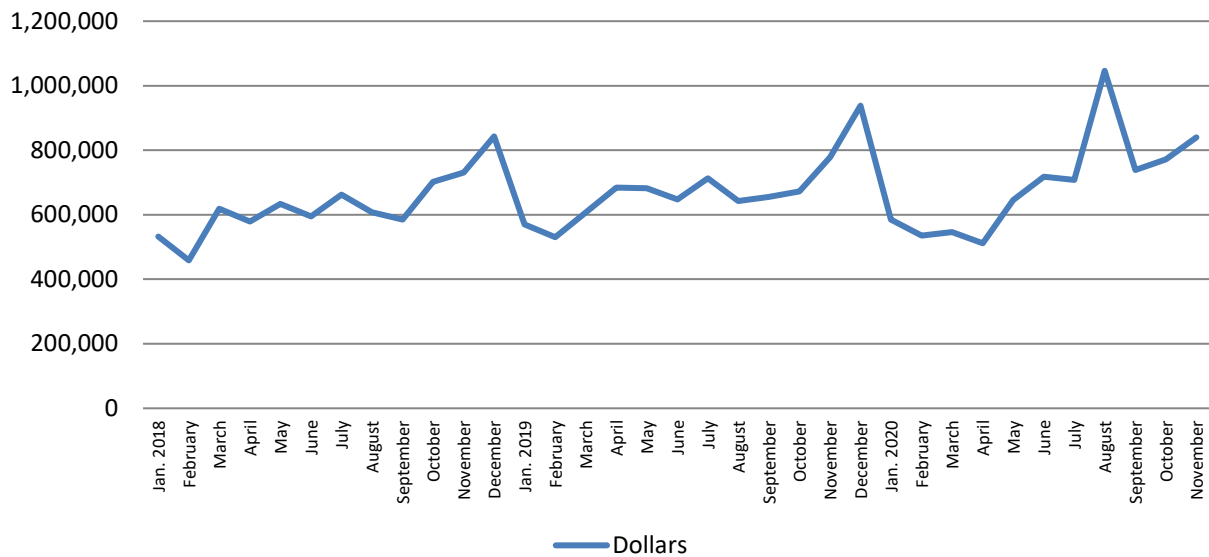


Key Indicator Report
December 2020

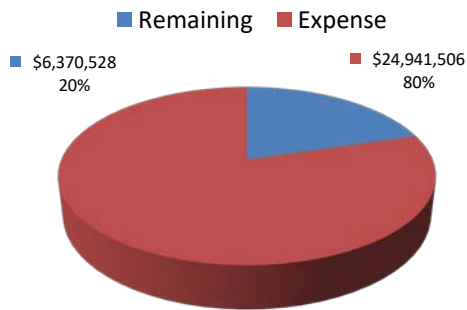
SPLOST VI COLLECTION CHART



LOST COLLECTION CHART

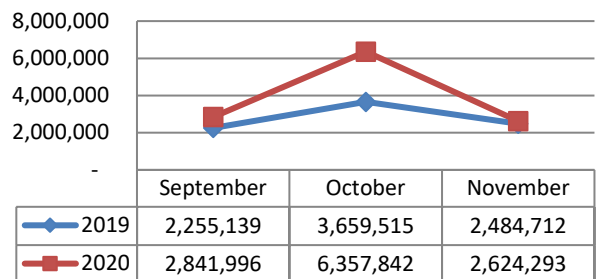


Budget

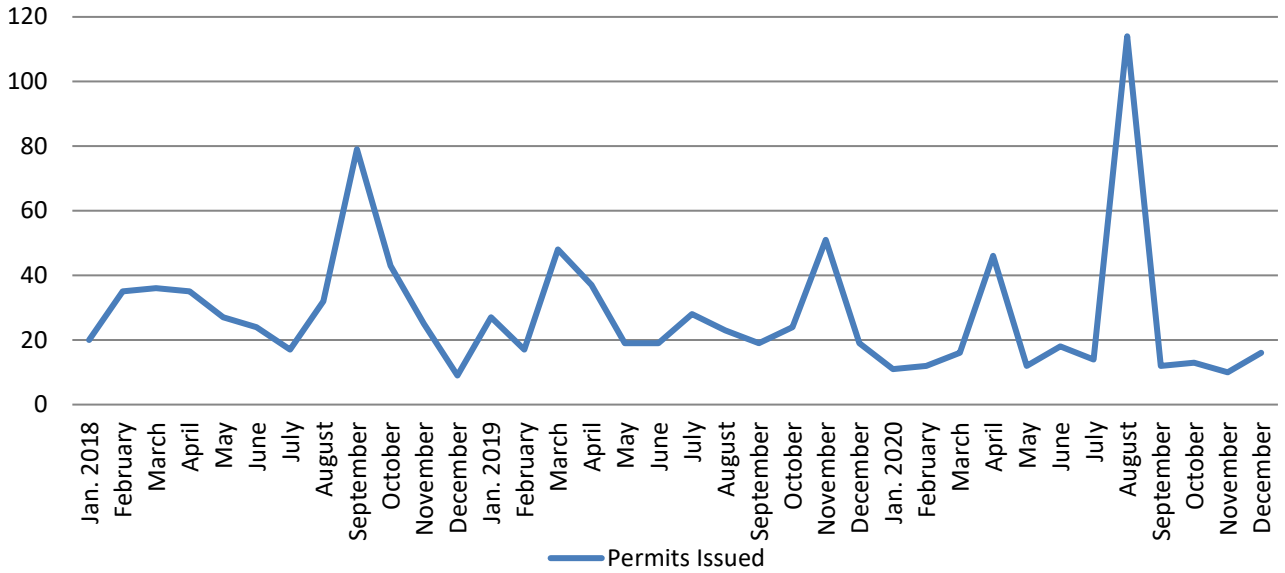


Through 11/30/2020

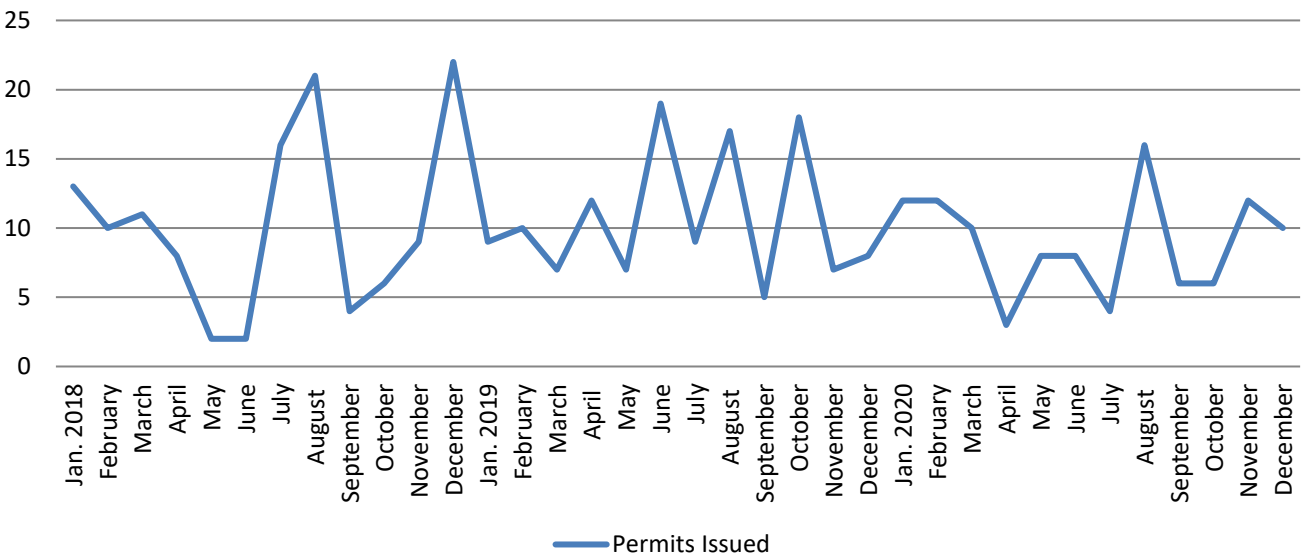
All Revenue Per Month



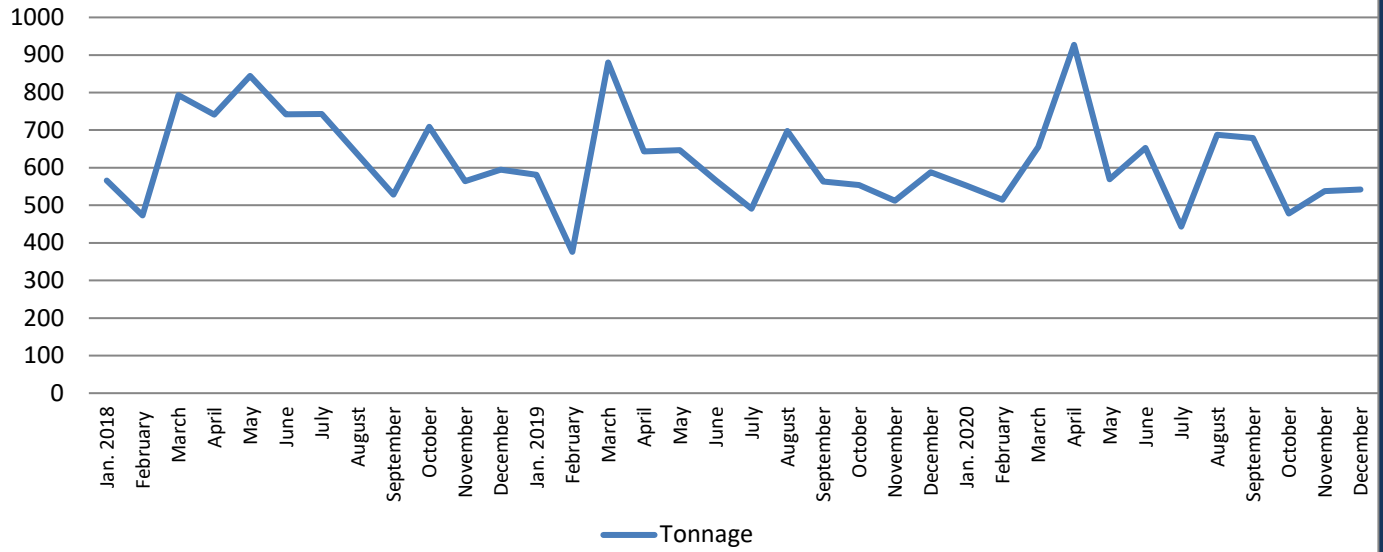
SINGLE FAMILY HOME BUILDING PERMITS ISSUED



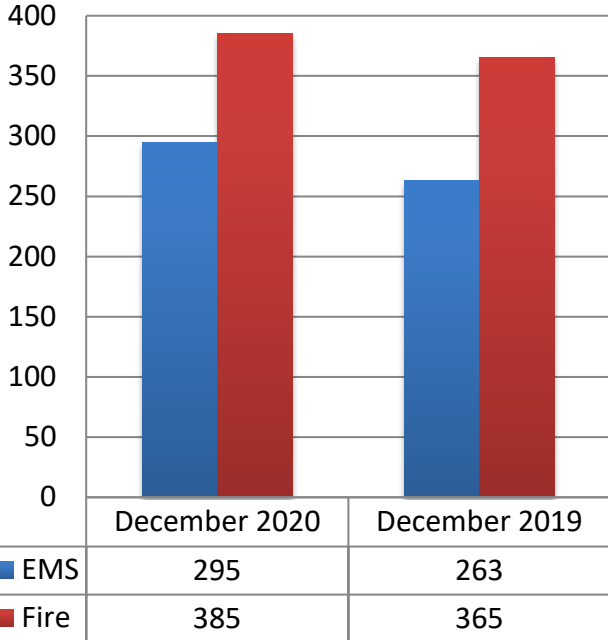
COMMERCIAL BUILDING PERMITS ISSUED



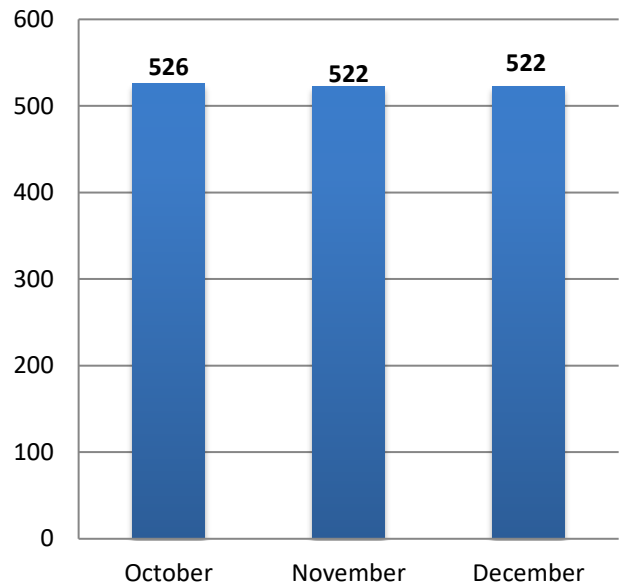
TRANSFER STATION TONNAGE COLLECTION



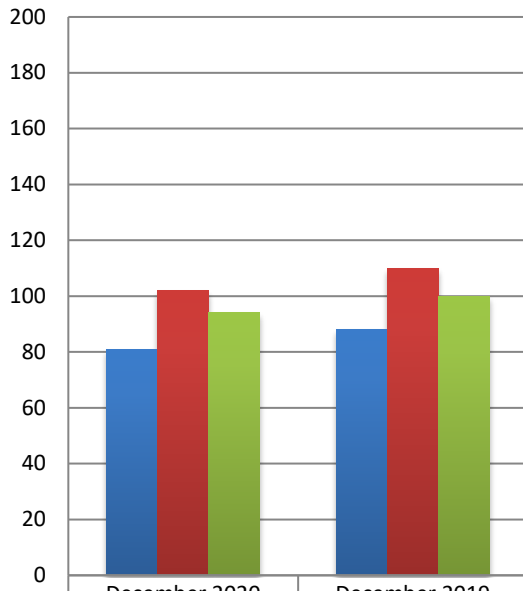
EMS/Fire Calls for Service



Number of County Employees

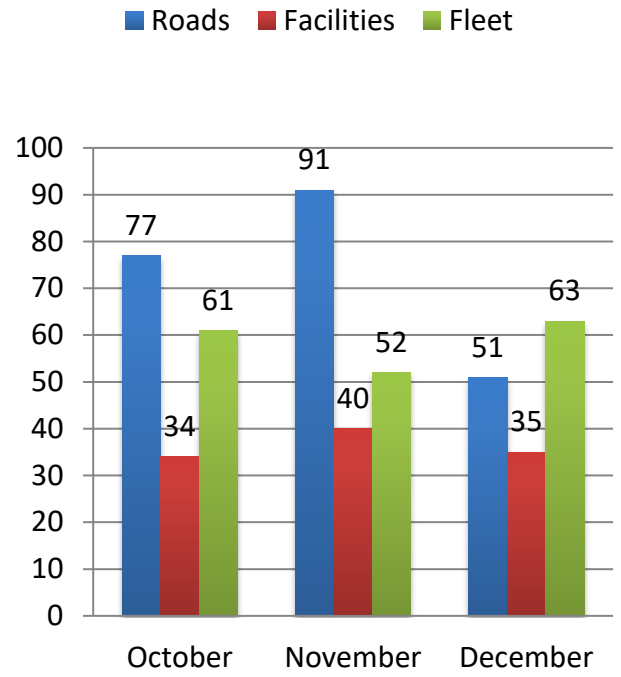


Inmate Population



Lowest Daily Count	81	88
Highest Daily Count	102	110
Daily Average	94	100

Repair Requests





Dawson County Board of Commissioners

Elections/Registrar Monthly Report – December 2020

- **New Applications/Transfers In:** 300
- **Changes/Duplicates:** 12,158 (larger numbers due to Advance Voting credit for voting)
- **Cancelled/Transferred Out:** 123
- **Total Processed:** 12,581

HIGHLIGHTS

Voter Registration Projects:

- Reports and task lists items in preparation for the General/Special Election Runoff being completed daily.
- Secretary of State absentee ballot application request portal (<https://ballotrequest.sos.ga.gov/>) requests daily up to December 30th cutoff date for the upcoming January 5, 2020 General/Special Election Runoff.
- E-mail, fax & mail in of absentee ballot requests is being processed daily, as well as returned ballots. Total issued as of 12/31/20 = 2820; of those 2275 have been returned.
- Early opening and bundling of absentee ballots for the January Runoff began 12/21/20 daily until complete.

Elections Projects:

- 2020/2021 Election Calendar:
 - GE State & Federal Runoff January 5, 2021
 - Special Election for SPLOST VII March 16, 2021
 - Municipal General Election November 2, 2021
- Instructional emails, weekly webinars and phone calls continue from the State Election Office.
- January 5, 2021 Runoff Advance Voting finalized on December 30, 2020. Total 8169 in person voting.
- Begin IGA process with City of Dawsonville for November Municipal General Election.
- November Municipal election qualifying dates for two city council seats set for August 16-19 8:30-4:30 daily.
- January Runoff Election equipment & supplies ready for distribution to the polls.
- Poll workers are scheduled for Day of Election, Polling locations custodian(s) notified.
- Finalize end of year ethics reporting with public officials/candidates.

Highlights of plans for upcoming month:

- Continue task list items for January 5, 2020 Runoff.
- Equipment Distribution & Setup for January Runoff.
- Begin task lists for March County Special Election & Municipal General Election
- Board of Elections & Registration January monthly meeting is changed to January 11, 2021 to include certification of the January 5, 2021 Runoff at 96 Academy Avenue.



Dawson County Board of Commissioners

Dawson County Emergency Services Monthly Report – December 2020

Fire Responses	OCT	NOV	DEC		EMS Responses	OCT	NOV	DEC		EMS Revenue		
2018	291	278	289		2018	230	222	223		2019	DEC	\$68, 566.94
2019	363	322	365		2019	264	242	263		2020	DEC	\$73,325.46
2020	390	343	385		2020	255	232	295		6.94% increase from last year		

Plan Review and Inspection Revenue Total		Business Inspections Total	
		Final Inspections	Annual & Follow Up Inspections
County	\$1,450.00	26	123
City	\$0.00	4	9

HIGHLIGHTS: Dawson County Emergency Services Projects			
Training Hours Completed by Staff	2,093.70 hours	Fire Investigations	0
PR Detail	0	CPR Training per Individual	0
Smoke Detector Installations	3	Stop the Bleed Training per Individual	0
Search & Rescue	0	Child Safety Seat Installations	0
Swift Water /Water Rescue	0	Plan Reviews	3

Types of Fires Total – 7			
(11) 111-118: Structure Fire Building, Cooking, Chimney- Flue, Incinerator, Fuel Burner-Boiler	2	(14) 141-143: Natural Vegetation Fire Forest, Woods, Wildland, Brush, Grass	1
(12) 121-123: Fire in Mobile but Fixed Structure Mobile Home, Motor Home, RV, Camper, Portable Building	0	(15) 151-155: Outside Rubbish Fire Rubbish, Trash, Waste, Dump, Landfills, Dumpsters	1
(13) 131-138: Mobile/Vehicle Property Fire Passenger, Road Freight, Transport, Rail, Water Vehicles, Aircraft, Campers/RV, Off Road Vehicles, Heavy Equipment	3	(16) 161-164: Special Outside Fire Storage, Equipment, Gas/Vapor, Mailbox	0

Total Water Usage – 450 gallons			
Etowah Water	450 gallons	Pickens County	0 gallons
City of Dawsonville	0 gallons	Big Canoe	0 gallons
Forsyth County	0 gallons	Other	0 gallons



Dawson County Board of Commissioners

Facilities Monthly Report –December 2020

- **Total Work Orders: 35**
- **Community Service Workers: 0**

HIGHLIGHTS:

- * Outside lights installed at the Library
- * Repaired sink hole with new piping at Veterans Memorial Park
- * Painting project completed for painting of the exterior Margie W Center/Concrete Wall to match the old Senior Center
- *Renewed painting on four (4) elevators inside and out at the Government Center



DAWSON COUNTY, GA

Where Quality of Life Matters

FACILITIES DEPARTMENT

MONTHLY REPORT

For Period Covering the Month of December 2020

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Outside lights installed	Library
2	Four (4) large trees removed	Chappell Building
3	New awning installed at Ag Center from storm damage	Ag Center
4	Repaired sink hole with new piping	Veterans Memorial Park
5	Project completed of ext painting of Margie W Ctr/Concrete Wall to match new Senior Ctr	Old Senior Center
6	Replaced motor at Main gate	Transfer Station
7	Renewed painting on 4 elevators inside and out	Government Center
8	Working on issues with generator at Gov Center and FS #1	Gov Ctr/FS #1
9	Meeting with Fire Chief to complete Fire Station #8	Fire Station #8
10	Completed building inspection on Public Works, Fleet/Transfer on Warranty Issues	Public Wks/Fleet/Transfer
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	Total Work Orders for the month = 35	Facilities
27	Total Community Service for the month = 0	Facilities

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

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

Dawson County Board of Commissioners

Finance Monthly Report – December 2020

FINANCE HIGHLIGHTS

- **LOST Collections:** \$839,832 – up 7.9% compared to 2019
- **SPLOST Collections:** \$954,260 – up 8.2% compared to 2019; 24.43% over projections for November 2020; Total SPLOST VI collections: \$45,152,952
 - \$811,121– County Portion (85%)
 - \$143,139– City Portion (15%)
- **TAVT:** \$181,214 – up 41.2% compared to 2019
- **See attached Revenue and Expenditure Comparison for 2020**
- **Total County Debt:** \$2,805,100 (See attached Debt Summary)
- **Audit Status:** Elected Officials field work for 2020 audit to occur in mid-February.
- **EMS Billing Collections:** \$58,050 for November 2020; \$708,535 YTD
- **Budget Status:** FY 2021 Budget approved 12/3/2020
- **Monthly Donations/Budget Increases:** \$116,373
 - Passport Fees - \$560
 - Donations - \$700
 - Use of Fund Balance (Dish Network installation and monthly charges) - \$19,713
 - City's portion of Perimeter Road paving (reimbursed by City) - \$95,400

PURCHASING HIGHLIGHTS

Formal Solicitations

- Purchase of 2010 Mobile Building – Sheriff

Informal Solicitations

- None

Quotes for less than \$25,000 this month

- Gasoline – Fleet Maintenance
- Diesel – Fleet Maintenance
- Painting of Government Center Elevators – Facilities
- Furniture for Fire Station #8 – Fire
- Piano for New Senior Center – Senior Services

Purchase for less than \$25,000 that did not receive required quotes

- Labor/Maintenance of Control Board – Sheriff
- Purchase of Cameras/DVRs - Sheriff
- Installation of Cameras/DVRs – Sheriff
- Inmate Clothing Bags/Vacuum – Sheriff
- Mobile Radios/Mics – Sheriff
- Ammunition - Sheriff

Pending Projects

- Inmate Commissary & Banking Services
- Inmate Telephone/Video Visitation
- Awaiting Delivery of New Vehicles
- Upfitting of Sheriff's Office Vehicles

Work in Progress

- Land Use Resolution Update
- Design-Build of Fire Station 8
- Piping Project
- 400 Overlay Update
- 53 Overlay
- Energov Update

Future Bids

- Rock Creek Park Turf for 3 Soccer Fields
- Install Soil Vapor Extraction System at Closed Landfill
- Security Maintenance at Dawson County Government Center & Sheriff's Office

Future Bids – SPLOST VI

- Pothole Patching Machine – Roads
- Water Filtration System for DCGC & DCSO – Facilities
- 2020 Capital & SPLOST Projects

Purchase for more than \$25,000 that did not receive required sealed bids

- Silencers, weapon sites, uniforms, ammo magazines, pouches, flashlights, communication headsets, holsters - Sheriff

Budget to Actual

	Actual at 11/30/2020	Percent of Budget Actually Collected/ Expended	2020 BOC (2) Approved Budget	Over(Under) Approved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 28,706,272	91.68%	\$ 31,312,034	\$ (2,605,762)	-8.32%
Expenditures	24,941,506	79.65%	31,312,034	(6,370,528)	-20.35%
	<u>\$ 3,764,766</u>	<u>12.02%</u>	<u>\$ -</u>	<u>\$ 3,764,766</u>	<u>12.02%</u>

***NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

(1) Reporting actuals as of 11/30/2020 because revenue collections are 30 days behind. The LOST revenues for the month of November 2020 were received in December 2020.

(2) Change in total budget due to account adjustments:

\$ 29,911,503	Original Budget
\$ 102,016	Carryover Balances
\$ 939,558	January
\$ 3,395	February
\$ 4,599	March
\$ 29,118	April
\$ 1,436	May
\$ 455	June
\$ 1,535	July
\$ 5,726	August
\$ 41,950	September
\$ 154,370	October
\$ 116,373	November
	December
<u>\$ 31,312,034</u>	Revised Budget

**ACTUAL COMPARISON
JANUARY - DECEMBER 2020**

MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	YTD
2019 REVENUE	1,134,666	1,995,263	2,040,647	2,113,040	2,263,675	2,220,932	2,161,636	2,213,497	2,255,139	3,659,515	2,484,712	3,866,437	28,409,160
2020 REVENUE	1,270,151	2,149,916	2,256,958	1,984,127	2,046,586	2,284,093	2,423,070	2,467,239	2,841,996	6,357,842	2,624,293		28,706,272
% CHANGE	12%												1%
2019 EXPENSE	1,348,755	1,963,354	3,248,843	1,926,009	1,903,876	2,189,771	1,880,719	3,280,544	2,411,755	2,151,494	1,803,546	3,005,127	27,113,794
2020 EXPENSE	1,891,343	3,111,473	2,310,296	1,947,487	1,975,746	2,299,611	2,239,179	1,390,157	2,517,171	3,115,109	2,143,935		24,941,506
%CHANGE	40%												-8%
2020 Total Rev-Exp	\$ (621,192)	\$ (961,557)	\$ (53,338)	\$ 36,641	\$ 70,840	\$ (15,517)	\$ 183,891	\$ 1,077,082	\$ 324,825	\$ 3,242,733	\$ 480,359	\$ -	\$ 3,764,766

REVENUE
 YTD 2019 24,542,723
 YTD 2020 28,706,272
 % Changed 16.96%

EXPEDITURES
 YTD 2019 24,108,667
 YTD 2020 24,941,506
 % Changed 3.45%

*NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

DAWSON COUNTY LOST COLLECTION ANALYSIS

LOST COLLECTIONS BY SALES MONTH	2019									2020								
	TAVT \$			TAVT %			TOTAL OF LOST & TAVT			TAVT \$			TAVT %			TOTAL OF LOST & TAVT		
	2019 LOST	\$ CHANGE	%CHANGE	TAVT	CHANGE	CHANGE	TAVT	\$ CHANGE	% CHANGE	2020 LOST	\$ CHANGE	%CHANGE	TAVT	CHANGE	CHANGE	TAVT	\$ CHANGE	% CHANGE
JANUARY	570,415	38,245	7.2%	120,669	3,069	2.61%	691,084	41,314	6.36%	585,076	14,660	2.57%	197,780	77,111	63.9%	782,856	91,771	13.28%
FEBRUARY	530,367	71,785	15.7%	96,559	8,769	9.99%	626,926	80,554	14.74%	535,152	4,785	0.9%	162,878	66,319	68.7%	698,029	71,104	11.3%
MARCH	607,250	(11,817)	-1.9%	106,566	(21,172)	-16.57%	713,816	(32,989)	-4.42%	546,172	(61,078)	-10.1%	163,568	57,003	53.5%	709,740	(4,076)	-0.6%
APRIL	684,280	105,444	18.2%	159,706	34,786	27.85%	843,986	140,230	19.93%	511,547	(172,733)	-25.2%	103,305	(56,401)	-35.3%	614,852	(229,134)	-27.1%
MAY	682,561	49,033	7.7%	106,055	6,001	6.00%	788,616	55,034	7.50%	645,955	(36,605)	-5.4%	164,494	58,439	55.1%	810,449	21,833	2.8%
JUNE	647,688	53,030	8.92%	138,540	32,962	31.22%	786,229	85,993	12.28%	717,680	69,992	10.8%	193,280	54,739	39.5%	910,959	124,731	15.9%
JULY	712,698	49,937	7.53%	158,500	47,723	43.08%	871,198	97,660	12.63%	707,901	(4,797)	-0.7%	171,205	12,706	8.0%	879,106	7,908	0.9%
AUGUST	642,212	34,845	5.74%	156,919	35,077	28.79%	799,131	69,921	9.59%	1,046,184	403,971	62.9%	171,212	14,294	9.1%	1,217,396	418,265	52.3%
SEPTEMBER	655,385	70,050	11.97%	149,733	34,398	29.82%	805,118	104,448	14.91%	739,021	83,636	12.8%	173,450	23,718	15.8%	912,471	107,354	13.3%
OCTOBER	671,934	(29,636)	-4.22%	158,056	34,432	27.85%	829,990	4,796	0.58%	771,452	99,518	14.8%	185,115	27,059	17.1%	956,567	126,577	15.3%
NOVEMBER	778,488	47,429	6.49%	128,302	36,839	40.28%	906,791	84,268	10.25%	839,832	61,344	7.9%	181,214	52,912	41.2%	1,021,046	114,256	12.6%
DECEMBER	938,398	95,358	11.31%	148,608	58,037	64.08%	1,087,006	153,395	16.43%		(938,398)	-100.0%		(148,608)	-100.0%	0	(1,087,006)	-100.0%
<i>Prorata Distribution(June)</i>		3,291					3,291			606	(2,684)	-81.6%		0		606	(2,684)	
<i>Prorata Distribution (Dec.)</i>		2,236					2,236			1,100	(1,135)	-50.8%		0		1,100	(1,135)	
TOTAL	\$ 8,127,204	\$ 573,703		\$1,628,212			9,755,416	\$884,624	120.77%	\$ 7,647,678	\$ (479,525)		\$1,867,501			9,515,179	(\$239,101)	

FY20 LOST & TAVT	9,515,179
FY19 LOST & TAVT	9,755,416
FY18 LOST & TAVT	\$8,871,741
FY17 LOST & TAVT	\$8,094,043
FY16 LOST & TAVT	\$7,147,120
FY15 LOST & TAVT	7,024,812
FY14 LOST & TAVT	6,771,602
FY13 LOST & TAVT	6,287,973
FY12 CONVERTED	5,763,005
FY12	5,632,027
FY11	5,244,606
FY10	4,939,542
FY09	4,789,221
FY08	5,015,881
FY07	5,621,760
FY06	5,608,446
FY05	4,426,013
FY04	3,527,663

BELOW FIGURES INCLUDE TAVT CALCULATIONS

FY19 ACTUAL TO DATE	\$7,188,806
FY20 ACTUAL TO DATE	\$7,647,678
\$ DIFFERENCE	458,872
% DIFFERENCE	6.38%

FY19 ACTUAL TO DATE	\$8,668,410
FY20 ACTUAL TO DATE	\$9,515,179
\$ DIFFERENCE	846,770
% DIFFERENCE	9.77%

SPLOST 6

SPLOST COLLECTIONS BY SALES MONTH	Total Actual	Total Actual	Total Actual	Total Actual	Total Actual	County	City (15%)	%	Total Actual	County	City (15%)	%	2020	2020 Actuals
	2015	2016	2017	2018	2019	(85%)		Change	2020	(85%)		Change	Projections	vs. Projections
JANUARY		458,716	502,157	604,751	648,202	550,972	97,230	7.2%	659,726	560,767	98,959	1.78%	584,352	12.90%
FEBRUARY		474,268	514,143	521,238	602,699	512,295	90,405	15.6%	607,910	516,724	91,187	0.9%	735,251	-17.32%
MARCH		561,400	608,288	703,497	688,532	585,252	103,280	-2.1%	616,984	524,437	92,548	-10.4%	651,786	-5.34%
APRIL		561,619	601,645	657,805	777,630	660,986	116,645	18.2%	581,347	494,145	87,202	-25.2%	764,689	-23.98%
MAY		570,679	636,807	719,926	775,252	658,964	116,288	7.7%	733,999	623,899	110,100	-5.3%	732,099	0.26%
JUNE		582,823	660,473	675,757	735,862	625,482	110,379	8.9%	815,415	693,103	122,312	10.8%	560,203	45.56%
JULY	579,906	591,982	698,736	753,150	809,891	688,407	121,484	7.5%	819,086	696,223	122,863	1.1%	725,494	12.90%
AUGUST	537,416	549,012	645,796	690,198	728,964	619,619	109,345	5.62%	1,188,750	1,010,438	178,313	63.1%	720,708	64.94%
SEPTEMBER	552,590	580,089	682,219	665,171	743,147	631,675	111,472	11.72%	839,517	713,589	125,928	13.0%	611,514	37.28%
OCTOBER	543,321	613,703	623,291	797,261	762,365	648,010	114,355	-4.38%	876,561	745,077	131,484	15.0%	570,748	53.58%
NOVEMBER	678,241	710,648	826,862	830,759	882,055	749,747	132,308	6.17%	954,260	811,121	143,139	8.2%	766,924	24.43%
DECEMBER	771,324	807,105	910,697	958,016	1,065,726	905,867	159,859	11.2%	-	-	-	-100.0%	1,338,598	-100.00%
<i>Prorata Distribution (June)</i>	2,318	1,707	1,031	2,607	3,739	3,179	561	43.5%	687	584	103	-81.6%		
<i>Prorata Distribution (Dec.)</i>		1,135	959	4,753	2,542	2,161	381	-46.5%	1,248	1,061	187	-50.9%		
<i>SPLOST Jet Fuel Tax (July)</i>				2,861		-	-							
TOTAL	6,708,332	\$7,064,885	\$7,913,104	\$ 8,587,749	\$ 9,226,607	\$ 7,842,616	\$ 1,383,991		\$8,695,491	\$7,391,168	\$1,304,324		8,762,368	

2015 \$ 3,665,116
 2016 \$ 7,064,885
 2017 \$ 7,913,104
 2018 \$ 8,587,749
 2019 \$ 9,226,607
 2020 \$ 8,695,491
Total SPLOST 6 Collections to date: \$45,152,952

DAWSON COUNTY
DEBT SCHEDULE
12/31/2020

DEBT DESCRIPTION	BANK/PAYEE	CURRENT SOURCE OF PAYMENT	DEBT ORIGINATION DATE	DUE DATE OF FINAL PMT	PRINCIPAL BAL AT 12/31/2019	NEW LOANS IN 2020	2020 PMTS TO DATE		BALANCE DUE	PENDING 2020 PAYMENTS		PROJECTED BAL AT 12/31/2020	NOTES
							PRINCIPAL	INTEREST		PRINCIPAL	INTEREST		
2012 EWSA Bonds	Community & Southern Bank	General Fund	5/14/2012	3/1/2027	2,745,000.00	-	270,000.00	77,278.20	2,475,000.00	-	-	2,475,000.00	Partial defeasement of bonds in April 2012 reduced principal by \$1,525,000. Refunded Bonds and received lower interest rate of 2.96% on 5/14/2012. Interest due semi-annually on March 1 and Sept. 1.
Hwy 9 S land-EWSA Note	Community & Southern Bank	General Fund	9/1/2017	8/1/2027	1,144,305.48		109,017.24	35,614.36				-	This debt was paid off as part of a land sale by EWSA to D.R. Horton 10-23-20.
Fire Pumper Truck		SPLOST VI	1/12/2018	1/12/2025	390,626.95		60,526.56	11,367.25	330,100.39			330,100.39	Pumper was purchased January 2018. First annual payment from SPLOST VI paid Jan 12, 2019.
Totals					\$ 4,279,932.43	\$ -	\$ 439,543.80	\$ 124,259.81	\$ 2,805,100.39	\$ -	\$ -	\$ 2,805,100.39	



Dawson County Board of Commissioners

Fleet Maintenance and Fuel Center Monthly Report – December 2020

FLEET

- **Preventative Maintenance Performed: 27**
- **Tires Mounted: 15**
- **Repair Orders Completed: 63**
- **Labor Hours: 212.10**
- **Labor Cost Savings: \$10,021.50**
(Comparison of the Fleet Maintenance rate of \$25.00 per labor hour to outsourced vendors rate of \$80.00 per labor hour)
- **Parts Cost Savings: \$2,162.15**
(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)
- **Total Cost Savings for Dec: \$12,183.65**

FUEL CENTER

- **Average Fuel Center Price Per Gallon:**
Gasoline: \$ 1.57
Diesel: \$ 1.81
- **Fuel Center Usage - Dawson County and Board of Education**
Gasoline: 10,913.8 gallons; 785 transactions
Diesel: 6,588.9 gallons; 165 transactions
- **Fuel Center Usage - Etowah Water and City of Dawsonville**
Gasoline: 1,137.2 gallons; 62 transactions
Diesel: 599.6 gallons; 17 transactions
- **Revenue from Etowah Water and City of Dawsonville: \$ 86.84**

HIGHLIGHTS

- We are continuing to keep Fleet Services clean by sanitizing all commonly used areas.



Dawson County Board of Commissioners

Fleet Maintenance and Fuel Center Yearly Report for 2020

FLEET

- **Preventative Maintenance Performed: 320**
- **Tires Mounted: 221**
- **Repair Orders Completed: 752**
- **Labor Hours: 2,662.71**
- **Labor Cost Savings: \$ 149,375**
(Comparison of the Fleet Maintenance rate of \$25.00 per labor hour to outsourced vendors rate of \$80.00 per labor hour)
- **Parts Cost Savings: \$ 36,704.82**
(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)
- **Total Cost Savings for 2020: \$ 172,441.74**

FUEL CENTER

- **Average Fuel Center Price Per Gallon:**

Gasoline: \$ 1.52

Diesel: \$ 1.63

Fuel Center Usage - Dawson County and Board of Education

Gasoline: 113,742.5 gallons; 9,732 transactions

Diesel: 73,295.91 gallons; 1,909 transactions

- **Fuel Center Usage - Etowah Water and City of Dawsonville**

Gasoline: 15,904.6 gallons; 818 transactions

Diesel: 7,342.3 gallons; 228 transactions

- **Revenue from Etowah Water and City of Dawsonville: \$ 1,162.37**

HIGHLIGHTS

- We are continuing to keep Fleet Services clean by sanitizing all commonly used areas.
- Fleet Services had a good 2020 year.



Dawson County Board of Commissioners

Human Resources Department Key Indicator Monthly Report – December 2020

POSITION CONTROL

- Positions approved by BOC: 627
- # of filled F/R Positions: 286
- # of filled F/T Positions: 0
- # of filled Grant Funded Positions: 19
- # of filled P/R Positions: 87
- # of filled P/T Positions: 73
- # of Supplemental Positions: 57
- # of Vacant Positions: 78
- #of Frozen Positions: 27
- % of Budgeted/Actual Positions: 83%

ADDITIONAL INFORMATION

- FMLA/LOA/Military tracking: 3/0/1
- Unemployment Claims received: 0
- Property & Liability Claims: 2
- Worker's Compensation Claims: 1
- Performance Evaluations received: 0

HIGHLIGHTS

Positions Advertised/Posted:

- Emergency Services—Firefighter/Paramedic (Full Time) – **0**
- Emergency Services—Firefighter/Paramedic (Part Time) – **1**
- Emergency Services – Firefighter/EMT (Full Time) – **1**
- Emergency Services – Firefighter/EMT (Part Time) – **0**
- Emergency Services – Firefighter/EMT (Full Time) for New Fire Station -- **12**
- Public Works – Roads Operator I – **2**
- Treatment Court – Treatment Court Counselor -- **6**
- Facilities – Building Maintenance Mechanic – **4**
- Facilities – Part Time Custodian – **0**
- Sheriff's Office – Detention Officer – N/A
- Family Connection – Family Connection Coordinator -- **19**
- General Application – **4**

Applications Received: 49

New Hires added into system: 6

- Nancy A. Dreger – Registrar – Poll Worker
- Brendan T. Jourdan – Sheriff's Office – Patrol Deputy
- Paul E. Lamb – District Attorney's Office – Assistant District Attorney
- Brandon T. Lewis – Emergency Services – PT FF/EMT
- Doris S. Reins – Bailiff
- Gary Allen White – Emergency Services – FT FF/EMT

Terminations/Resignations Processed: 7

- Wesley Kris Dowd – Facilities – Building Maint. Mechanic
- Larry Baldwin – Superior Court – Bailiff
- Curtis Chappell– Superior Court – Bailiff
- Sharon Johnson– Superior Court – Bailiff
- Jessi Phillips– Superior Court – Bailiff
- Leila Reece– Superior Court – Bailiff
- Nancy Williams– Superior Court – Bailiff

Additional Highlights December:

Presentation and approval of 105% Salary Study and 2% COLA

HR is receiving PAFs for the salary increase and has 131 processing those along with annual evaluations.



Dawson County Board of Commissioners

Information Technology –December 2020

- **Calls for Service:121**
- **Service Calls Completed: 121**

Highlights

- Upgraded monitors in DA office
- End of year purchases and installs for multiple departments
- Courtroom C and assembly room A/V repairs



Dawson County Board of Commissioners

Planning and Development Monthly Report – December 2020

- **Total Building permits Issued**
 - December 2020: 35
 - YTD 2020: 666
 - Single Family New Homes: 16
 - Commercial Buildings: 10
- **Business Licenses Issued:**
 - December 2020: 118
 - YTD 2020: 2035
- **VariANCES/Zonings Processed:**
 - December 2020: 4
 - YTD 2020: 57
- **Plats Reviewed:**
 - December 2020: 2
 - YTD 2020: 59
- **Total Civil Plan Review Meetings:5**
 - YTD 2020:53
- **Total Building Plan Review Meetings: 2**
 - YTD 2020: 75
- **Impact Fee Collection**
 - December Residential: \$35,940.94
 - December Commercial: \$0.00
 - December Total: \$35,940.94
 - YTD 2020: \$1,324,449.23
- **Revenue**
 - Planning
 - December 2020: \$53,605.15
 - YTD 2020: \$825,356.86
 - Business Licenses
 - December 2020: \$64,712.85
 - YTD 2020: \$435,708.73
- **Total Revenue**
 - Jan - December 2020: \$3,114,311.05

Marshal's Office 2020 Monthly Report

Activity	January	February	March	April	May	June	July	August	September	October	November	December	Total Activities or Revenues
Animal Control Cases	73	42	54	31	54	54	45	53	34	55	26	44	565
Animal Bites Investigated	6	1	4	4	10	3	3	3	1	2	1	2	40
Animals Quarantined	3	0	4	4	8	2	3	2	0	1	2	1	30
Animals Taken to DC Humane Society	21	19	14	42	34	33	26	37	41	44	21	21	353
Dangerous Dog Classifications	0	0	0	0	0	0	0	0	0	0	0	0	0
Animal Control Citations Issued	2	0	1	1	1	1	0	2	0	1	1	0	10
Animal Control Court Cases	5	2	0	0	0	1	1	2	2	1	1	0	15
Marshal's Office - After Hours Calls	38	29	20	10	23	5	14	5	30	41	23	26	264
Code Compliance Cases	32	17	46	24	21	35	25	23	36	22	15	25	321
Erosion Site Visits	5	4	3	10	4	4	5	1	2	2	4	2	46
Code Compliance Citations Issued	0	0	5	0	0	2	0	0	0	0	1	0	8
Non-Conforming Signs Removed or Signage letters sent	49	4	10	0	2	0	0	0	0	3	0	0	68
Open Records Requests	2	0	3	3	3	2	4	4	1	1	1	3	27
Code Enforcement Letters Mailed								10	1	10	4	4	
Alcohol Pouring Permits Issued	40	40	18	0	16	16	31	48	38	20	0	35	0
Alcohol License Audit Site Visits	0	0	0	0	0	0	0	0	0	0	0	0	0
Alcohol Phone Calls or e-mails	0	0	89	0	0	0	4		1	20	0	2	116
Pouring Permit Audit Letters/Certified Business Letters Mailed	0	3	0	0	0	1	38	0	12	3	0	3	60
Code Compliance Court Cases	5	2	0	0	0	2	1	2	1	2	1	0	16
Short term Rental Letters Mailed	25	3	3	2	4	2	7	26	3	3	1	5	84
Short Term Rental Renewals	3	2	2	1	2	1	2	1	1	2	0	0	17
New Short Term Rentals	2	1	1	0	1	1	0	1	0	2	0	3	12
Sign Reviews Conducted	3	11	8	7	2	2	6	5	21	15	3	3	86
Signs Purchased	2	8	6	0	4	1	6	5	9	9	13	3	66
Monthly Excise Tax Revenues	36844.60	33586.09	44870.96	46007.54	55168.08	56752.46	55396.88	48940.13	51442.06	53525.87	46261.56		\$ 528,796.23
Monthly Pouring Permit Revenues	800.00	800.00	360.00	0.00	320.00	380.00	780.00	960.00	620.00	400.00	910.00	790.00	\$ 7,120.00
Monthly Magistrate Revenues						50	50	200	100	0	0	0	\$ 400.00
Monthly Marshal's Revenues, (STOP WORK, Dangerous Dog, etc., APPEALS)							400	0	0	5100	100	0	\$ 5,600.00
Monthly Sign Revenues	300	1200	900	0	134	150	975	772.76	2677.1	825	1150	225	\$ 9,774.86



Dawson County Board of Commissioners

Parks and Recreation Monthly Report – December 2020

- **Youth Sports Participants:**
 - December 2020: 1,261 – up 53.4% compared to same month last year*
 - YTD 2020: 15,144 – down 4.5% compared to last year*
- **Facility Rentals/Bookings/Scheduled Use:**
 - December 2020: 901 – down 16.7% compared to same month last year**
 - YTD 2020: 17,123 – down 26.7% compared to last year**
- **Adult and Youth Wellness and Specialty Program Participation:**
 - December 2020: 535 – down 53.4% compared to same month last year***
 - YTD 2020: 8,496 – down 55.8% compared to last year***
- **Total Customers Served:**
 - December 2020: 2,697 – down 12.7% compared to same month last year
 - YTD 2020: 40,763 – down 30.2% compared to last year

**December Youth Sports Participants significant increase from previous months is due typo on calculations for November (November Youth Sports Participants correction is attached)*

***December Facility Use decrease is due to closing down the Rec. Centers for 2 weeks for sanitizing/cleaning during the Christmas break*

****December Specialty Program decrease due to cancellation of Breakfast with Santa event (due to COVID-related issues)*

HIGHLIGHTS

Park Projects:

- Veterans Memorial Park renovations, including the new pavilion, are complete.
- A flood control berm is being redesigned at Rock Creek to help with flooding on soccer fields.
- We have set up barricades and directional signage at the gymnasiums at Veterans Memorial Park and Rock Creek Park for our basketball games. We're trying to help prevent people from congregating in common areas and trying to direct people in and out separate doors to encourage social distancing in the common areas.
- We closed the Rec. Centers at Veterans and Rock Creek December 23-January 3 to allow ample time to sanitize the facilities during the holiday break.

Athletic and Program Summary:

- Adult Boot Camp, Pickleball, adult Tai Chi, Tennis clinics, adult Yoga continue to go well with specific safety guidelines.
- Travel Team activities continue to go well with specific safety guidelines.
 - 15 total teams registered (baseball, softball, basketball)
- The EPIC Day program for December was cancelled due to the COVID-19 but we hope to resume in 2021 if the organizations associated with the event open back up fully.
- Pickleball open play continues to go well. When weather cooperates, most of the players use the outdoor courts.
- Instructional League Basketball (5-6 year olds) finished up on December 12th – the season went really well.
- Breakfast with Santa was scheduled for December 5th, 8:00-11:00am, at Rock Creek; however, Santa had to back out last minute due to health reasons pertaining to COVID and we weren't able to find a replacement on such short notice.
- We hosted a drive-in movie on Saturday, December 19th at Rock Creek. This was a true drive-in style movie with no vendors and no "lawn" seating. We had a great turn-out of approximately 50 vehicles.

On the Horizon:

- Spring Sports online registration opens January 2, 2021 and goes until February 8, 2021. Walk-in registration at Rock Creek will take place February 1-8, 2021.
- The basketball and wrestling regular season will end mid- to late-January.
- Basketball all-stars practices will begin mid-January, with tournaments in February.



Dawson County Board of Commissioners

Public Works Monthly Report –December 2020

ROADS:

- Work Orders: 51
- Gravel: 409 tons
- Limb ROW: 16.25 miles

PROJECT MANAGEMENT:

- Rock Creek Berm Project: This project is under review and we will move forward to begin getting this project to the board. Since the flooding back in February which shown that the design of the berm isn't sufficient, the berm went back to Corey Guthrie for a redesign to extend the berm and asphalt walkway an additional 400 feet on both sides extending past the walk over bridge and along the soccer field. Dawson County received the redesigned plans from Corey Guthrie. Jackie Townley gave the county a revised price of the additional construction of \$66,586.00. This would make the grand total of the project \$122,742.60. Exploratory wall pricing was also received instead of a berm which totaled \$139,469.00.
- Fire Station 8: Currently the Fire Station is wrapping up quickly, all interior drywall is complete, with interior furnishing being installed, the project is scheduled to be wrapped up by the end of the month.
- Senior Center: This project has been completed, there are only a couple of outstanding punch list items remaining.
- Harry Sosebee Round-a-bout: Construction of the round-a-bout has already begun with initial staking being performed; groundbreaking should begin this week.
- Veterans Memorial Park Civil Package: Vertical Earth did come out and added some additional cuts to the Pavilion slab to allow for more adequate drainage, the county will monitor this slab to make sure no additional water stands on the slab.
- VMP Restroom Demolition: This project was completed.
- Burt Creek K9 Building: This project is moving forward, the trailer has already been ordered and is scheduled for delivery by the end of the month, Jackie Townley is going to go on site and preform additional grading before the trailer is installed to allow for adequate grading.

TRANSFER STATION:

- Solid Waste: 541.97 Tons
- Recycling: 23.03 Tons
- Recycling Scrap Metal: 17.27 Tons



Dawson County Board of Commissioners

Dawson County Senior Services Monthly Report – December 2020

SENIOR CENTER

- **Home Delivered Meals Served**
 - December 2020: 2,094
 - YTD 2020: 29,014
- **Congregate Meals Served**
 - December 2020: 394
 - YTD 2020: 4,092
- **Physical Activity Participation** (Tai Chi, Silver Sneakers, Yoga, individual fitness)
 - December 2020: 82
 - YTD 2020: 1,321
- **Lifestyle Management Participation** (Awareness, Prevention, Virtual Learning)
 - December 2020: 397 (information sent to clients with meals)
 - YTD 2020: 7,334

TRANSIT

- **DOT Trips Provided**
 - December 2020: 139
 - YTD 2020: 1,584
- **Senior Trips Provided**
 - December 2020: 216
 - YTD 2020: 2,835
- **# of Miles**
 - December 2020: 4,801
 - YTD 2020: 40,917
- **Gallons of Fuel**
 - December 2020: 630
 - YTD 2020: 5,061

LOST and SPLOST Collections

Local Option Sales Tax (LOST) collections are up 7.9% for the same month in 2019 and up 6.42% for year to date. Special Purpose Local Option Sales Tax (SPLOST) collections are up 8.2% for the same month in 2019 and came in 24.43% over projections. Total SPLOST VI collections (July 2015 to present) are \$45,152,952.

November collections received in December are as follows:

LOST	\$839,832
SPLOST	\$954,260
County (85%)	\$811,121
City (15%)	\$143,139

Items Approved by the County Manager Since December 17, 2020

Municipal Code Corporation	County Clerk	Meeting Material Compilation Software	Software Exemption	Contract Amendment	\$3,600	Funding Source – BOC Regular Operating Budget
Pictometry/Eagle View	Planning/Tax Assessors Office	Aerial Photos of All Properties in County/Various Other Electronic Functions	Sole Source	Contract	An Average of \$20,798.38 Annually	Funding Source – DCAR GIS Regular Operating Budget
BIS Digital	Juvenile, Magistrate and Probate Courts	Audio and Video Technology	Contract Renewal	Contract	\$1,934 Annually	Funding Source – Split Between Juvenile, Magistrate and Probate Courts Regular Operating Revenue Budget

Shumate Mechanical	Facilities	Preventative Maintenance on HVAC/Electronic Control at Government Center	Contract Price Increase	Contract Amendment	Preventative Maintenance Increase \$150 Per Quarter	Funding Source – Facilities Regular Operating Budget
Cintas	Facilities	Mat Service at the Government Center	Agreement	Agreement	\$41.76 Monthly	Funding Source – Facilities Regular Operating Budget
Bennett Fire	EMS/Fire	7 Sets of Turn-Out Gear	Cooperative Agreement	Purchase Order	\$9,375	Funding Source – Fire Regular Operating Budget
Dell Corporation	IT	50 Monitors	Cooperative Agreement	Purchase Order	\$9,563	Funding Source – IT Regular Operating Budget
OD Security North America	Sheriff's Office – Jail	Full Body Scanner and iPad	Cooperative Agreement	Purchase Order	\$118,750	Funding Source – Sheriff's Office Regular Operating Budget
Dell Corporation	District Attorney's Office	12 Curved Monitors	Cooperative Agreement	Purchase Order	\$5,923.08	Funding Source – District Attorney's Office Regular Operating Budget
Pro Tec Fire & Sprinkler	Facilities	Added New Public Works and Senior Center to Contract	RFQ Contract	Contract Amendment	Additional \$1,550 Annually	Funding Source – Facilities Regular Operating Budget