

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, OCTOBER 20, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATIONS

Dawson County Family Connection- Tiffany Davis
Dawson County Chamber of Commerce- Christie Haynes

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on September 15, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. ZONINGS

1. [VR 16-26](#)- Robert K. Hodges, Architect has made a request to vary from the Land Use Resolution, Article IV, Section 121-99-3-b, for a side setback reduction. The property is located at TMP 106-070-006. The property is zoned CIR (Commercial Industrial Restricted).
2. [ZA 16-07](#)- Greg Burnett has made a request to rezone 2.78 acres from RSR (Residential Sub-Rural) and CHB (Commercial Highway Business) to CIR (Commercial Industrial Restricted) for a current metal roofing business. The properties are located at TMPs 104-052 and 104-053.
3. [ZA 16-09](#)- Jeff Wasserman on behalf of PV Club, LLC, has made a request to amend the current comprehensive plan for the 107.26 acres currently zoned CPCD (Commercial Planned Comprehensive Development). The properties are located at TMPs 110-033-113, 110-033-114, 110-033 and 111-004.

J. PUBLIC HEARING

1. Proposed FY2017 Dawson County Budget (*1st of 2 hearings. 2nd hearing will be held on November 10, 2016*)

K. NEW BUSINESS

1. Consideration of Superior Court Request for Additional Funds
2. Consideration of Intergovernmental Agreement with the Dawson County School District for School Resource Officers
3. Consideration of Senior Center Quilt Raffle Approval

- [4.](#) Consideration of FY17 Deanna Specialty Transportation, Inc. Contract
- [5.](#) Consideration of FTA/GDOT FY17 5311 Operating/Capital Contract
- [6.](#) Consideration of Request for FTA/GDOT FY16 and FY17 Capital Funding during Dawson County FY16 Budget
- [7.](#) Consideration of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services
To view solicitation documents click [here.](#)
- [8.](#) Consideration of Bid #283-16 Dodge Vehicles for Dawson County Government
To view solicitation documents click [here.](#)
- [9.](#) Consideration of Safety Coordinator Resolution
- [10.](#) Consideration of 2017 Holiday and Payroll Calendar
- [11.](#) Consideration of 2017 Board of Commissioners Meeting Schedule
- [12.](#) Consideration of Windstream Communications Contract Addendum Renewal

L. PUBLIC COMMENT

M. ADJOURNMENT

Backup material for agenda item:

Minutes of the Voting Session held on September 15, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – SEPTEMBER 15, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Nix, District 4; County Attorney Homans; Interim County Manager William D. Tanner; County Clerk Yarbrough and interested citizens of Dawson County. Commissioner Hamby was not present.

OPENING PRESENTATION:

Clean Water Month Proclamation- Doris Cook- Etowah Water and Sewer Authority

Motion passed unanimously to approve the Clean Water Month Proclamation. Nix/Fausett

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Chairman Berg announced that there would be no commission meetings on September 22, 2016 and October 6, 2016, due to lack of business, and also September 29, 2016 because it is a fifth Thursday. The next meeting will be held on October 13, 2016.

APPROVAL OF MINUTES:

Motion passed 3-0 to approve the minutes from the Voting Session held on September 1, 2016. Nix/Fausett- Commissioner Swafford abstained. Chairman Berg voted to make the approval 3-0.

APPROVAL OF THE AGENDA:

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

NEW BUSINESS:

Consideration of proposed amendment to the 2006 Ambulance Billing Ordinance

Motion passed unanimously to move forward with public hearings on the proposed amendment to the 2006 Ambulance Billing Ordinance. Swafford/Fausett

Consideration of update to the clinical contract with Chestatee Regional Hospital

Motion passed unanimously to approve the update to the clinical contract with Chestatee Regional Hospital with the following amendments:

- \$2,000,000 in professional liability insurance required lowered to \$1,000,000
- Paragraph requiring the county to indemnify completely be amended

Fausett/Nix

Consideration of contract with North Georgia Network (NGN) for back-up internet services at the Dawson County Government Center

Motion passed unanimously to approve the contract with North Georgia Network (NGN) for back-up services at the Dawson County Government Center. Nix/Swofford

Consideration of Bid #281-16 IFB Soccer Field Lights for Parks and Recreation

Motion passed unanimously to award #281-16 IFB Soccer Field Lights for Parks and Recreation to the most responsive, responsible bidder, Cain Electric from Gainesville, GA, in the amount of \$360,700 for the LED outdoor lighting option plus a 10% contingency of \$36,070 to be paid from SPLOST VI. Nix/Fausett

Consideration of request from Kare for Kids for parking lot use

Motion passed unanimously to approve the request from Kare for Kids for parking lot use. Nix/Fausett

Consideration of request to accept Fredrick's Cove Road into the Dawson County Road Maintenance Program

Motion made to approve the request to accept Fredrick's Cove Road into the Dawson County Road Maintenance Program. Nix/Fausett

Motion made and passed unanimously to amend the first motion to include that nothing currently in the right-of-way be maintained or replaced if it should fail in the future. Swafford/Fausett

Main motion passed unanimously to include the amendment that nothing in the right-of-way including retaining walls would be included in the maintenance program. Nix/Fausett

Consideration of the Windstream Contract Addendum for Internet Services for Dawson County Government Facilities

Motion passed unanimously to approve the Windstream Contract Addendum for Internet Services for Dawson County Government Facilities. Swafford/Fausett

Presentation of Proposed FY 2017-2019 Budget

Public Hearings to be held on October 20, 2016 and November 10, 2016

Consideration of County Manager Appointment

Motion passed unanimously to approve David Headley as County Manager for Dawson County. Nix/Fausett

ADJOURNMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. VR 16-26- Robert K. Hodges, Architect has made a request to vary from the Land Use Resolution, Article IV, Section 121-99-3-b, for a side setback reduction. The property is located at TMP 106-070-006. The property is zoned CIR (Commercial Industrial Restricted).

COUNTY COPY

DAWSON COUNTY VARIANCE APPLICATION

This portion to be completed by Zoning Administrator

VR 16-24 Tax Map & Parcel # (TMP): ~~106-070-005~~
106-070-004

Current Zoning: CIR Commission District #: _____

Submittal Date: 9-6-16 Time: 3:47 am/pm Received by: [Signature] (staff initials)

Fees Assessed: 300.00 Paid: ck # 4281

Planning Commission Meeting Date: ~~10-18-16~~ 10-20-16

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: ROBERT H. HODGES, ARCHITECT (AUTH. AGENT)

Address: 535-B KEMM MILL ROAD
COMMITING, GA 30040

Phone: Listed 770.387.8452 Email: Business RKTECT@BELLSOUTH.NET
 Unlisted Personal

Status: Owner Authorized Agent Lessee Option to purchase

Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.

I have /have not participated in a Pre-application meeting with Planning Staff. NICKI MCCALL
24 AUG. 16

If not, I agree /disagree to schedule a meeting the week following the submittal deadline.

Meeting Date: 24 AUG. 16 Applicant Signature: [Signature]

PROPERTY INFORMATION

Street Address of Property: 0 GROGAN DRIVE

Land Lot(s): 310 & 311 District: 13 Section: 1ST

Subdivision/Lot: 5 & 6 Building Permit #: _____ (if applicable)

Directions to the Property: GO HWY. 53 E. TO S. ON (HWY. 9) LUMPKIN CAMPGROUND
RD. TO RIGHT ON GRIZZLE RD. TO LEFT ON GROGAN DR. TO
END. LOT 5 & 6 @ END OF CUL-DE-SAC

REQUESTED ACTION

A Variance is requested from the requirements of Article # 14 Section # 121-99-3-6 of the Land Use Resolution/Sign Ordinance/Subdivision Regulations/Other (circle one).

If other, please describe: _____

Type of Variance requested:

Front Yard Side Yard Rear Yard variance of 20' feet to allow the structure to:
 be constructed; remain a distance of 30' feet from the: PROPERTY LINE
 property line, road right of way, or other (explain below):

instead of the required distance of 50' required by the regulations.

Lot Size Request for a reduction in the minimum lot size from _____ to _____

Sign Variance for: _____

Home Occupation Variance to operate: _____ business

Other (explain request): _____

If there are other variance requests for this site in past, please list case # and nature of variance: _____

Variances to standards and requirements of the Regulations, with respect to open area, setbacks, yard area, lot coverage, height, and other quantitative requirements may be granted if, on the basis of the application, investigation, and other evidence submitted by the applicant, all four (4) expressly written findings below are made:

1. Describe why a strict and literal enforcement of the standards would result in a practical difficulty or unnecessary hardship: _____

The storm water detention area for the entire Premier Industrial Park is located on Lot 5 on extremely steep topography and this limits the useable amount of building area on that lot. A strict & literal enforcement of the ordinance prohibits this site from being able to support the structure a safe distance from the detention area.

2. Describe the exceptional and extraordinary conditions applicable to this property which do not apply to other properties in the same district: _____

_____ The storm water detention area limits the useable amount of safe building area on _____
_____ the lot. The proposed structures with parking on these lots will not fit safely _____
_____ without being directly adjacent to the deep detention facility. _____

3. Describe why granting a variance would not be detrimental to the public health, safety, morals or welfare and not be materially injurious to properties in the near vicinity: _____

_____ This variance will have no impact on the health, morals or welfare of the public. _____
_____ It will improve the safety aspects of the distance between the rear of building "A" _____
_____ and the existing detention area. _____

4. Describe why granting this variance would support the general objectives within this Resolution: _____

_____ By granting this variance, it will enable the parking layout requirements to be met _____
_____ and allow a safe distance to be formed between the rear of building "A" and the _____
_____ existing detention area. This allows safe tenant rear door exiting and emergency _____
_____ personnel clear access to the rear of the building. _____

Submit clear explanation of all four questions above. You may add sheets if necessary.

(Variances should not be granted if the need arises as a result of action by the applicant or previous owner.)

PROPERTY OWNER AUTHORIZATION

I / we Schroeder Industries, LLC hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

LOT 5, "O" GROGAN DR, H.N. GROGAN BUSINESS PK, ^{PARCEL #} 106 070 005
LOT 6, "O" " " " " ^{PARCEL #} 106 070 006

as shown in the tax maps and / or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the variance requested on this property. I understand that any variance granted, and / or conditions placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the Board of Commissioners.

Printed name of applicant or agent: ROBERT K. HORSES

Signature of applicant or agent: [Signature] Date: 8/21/16

Printed Name of Owner(s): Paul Schroeder

Signature of Owner(s): [Signature] Date 8/21/2016

Sworn and subscribed before me this 21 day of August, 20 16.

[Signature]
 Notary Public

My Commission Expires: _____

(Seal)



(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

[Handwritten mark]

VR# _____

TMP# 106 070 005
106 070 006

List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property.

****Please note this information should be obtained using the Tax Map and Parcel Number listing any parcel(s) adjoining or adjacent to parcel where variance or rezone is being requested.**

	<u>Name</u>	<u>Address</u>
TMP 106 070 007	John C. Mackno,	2502 W. 7 th St. Austin, TX 78703
TMP 106 336	Violet V. Byrd,	702 Lumpkin Campground Rd. Dawsonville, GA 30534
TMP 106 371	Estrada, Jorge & Rosa Maria Cerna,	99 Valley Brook Circle E. Dawsonville, GA 30534
TMP 106 372	Stallings, Wesley A. & Melany A.,	85 Valley Brook Circle E. Dawsonville, GA 30534
TMP 106 373	Johns, Phillip C. II,	71 Valley Brook Circle E. Dawsonville, GA 30535
TMP 106 374	Kauke Thomas,	57 Valley Brook Circle E. Dawsonville, GA 30534
TMP 106 375	Garrison, Dana W. & Angela A.,	41 Valley Brook Cir. E. Dawsonville, GA 30534
TMP 105 171	Parker, James C. & Carol H.,	161 Valley Brook Drive Dawsonville, GA 30534
TMP 105 049 006	Wallace, Edmond L. & Robert L. & Carol W. Dooley,	2841 Grizzle Rd. Dawsonville, GA 30534
TMP 105 049	Wallace, Edmond L. & Robert L. & Carol W. Dooley,	2841 Grizzle Rd. Dawsonville, GA 30534
TMP 106 070 004	John C. Mackno,	2502 W. 7 th St. Austin, TX 78703

Case#	City/State/Zip	Address	Last	First	TMP
VR 16-23	Atlanta, GA 30348-5842	P.O. Box 105842	c/o Home Depot USA Inc.	HD Development of Maryland, Inc.	114-006-001
VR 16-23	Atlanta, GA 30348-5842	P.O. Box 105842	c/o Home Depot USA Inc.	HD Development of Maryland, Inc.	114-041-001
VR 16-23	Bentonville, AR 72712-8050	P.O. Box 8050; MS 0555	c/o RE Property Tax Dept.	Wal-Mart Real Estate Business Trust	114-006
VR 16-25	Indianapolis, IN 46206	P.O. Box 6120	CPG Partners LP	Chelesea GCA Realty	114-004
VR 16-25	Dawsonville, GA 30534	659 Nuggett Ridge Road	Lynch	Stephen	069-032
VR 16-25	Dawsonville, GA 30534	881 Nuggett Ridge Road	Haygood	Shane & Diana	069-087
VR 16-25	Dawsonville, GA 30534	785 Nuggett Ridge Road	Goode	Clint Troy	069-059
VR 16-25	Dawsonville, GA 30534	768 Nuggett Ridge Road	Park	Mitchell Ray	055-023-003
VR 16-25	Dawsonville, GA 30534	732 Nuggett Ridge Road	Fox	Judith & Richard	055-023-002
VR 16-25	Cumming, GA 30028	5760 Namon Wallace Road	Cruse	Louise	055-018-001
VR 16-26	Dawsonville, GA 30534	702 Lumpkin Campground Road	Byrd	Violet	106-336
VR 16-26	Dawsonville, GA 30534	99 Valley Brook Circle East	Estrada	Jorge & Rosa Maria	106-371
VR 16-26	Dawsonville, GA 30534	85 Valley Brook Circle East	Stallings	Wesley & Melany	106-372
VR 16-26	Dawsonville, GA 30534	71 Valley Brook Circle East	Phillip, II	John	106-373
VR 16-26	Dawsonville, GA 30534	57 Valley Brook Circle East	Kauke	Thomas	106-374
VR 16-26	Dawsonville, GA 30534	41 Valley Brook Circle East	Garrison	Dana & Angela	106-375
VR 16-26	Dawsonville, GA 30534	2841 Grizzle Road	Wallace	Edmond & Robert	105-049-006; 105-049
VR 16-26	Austin, TX 78703	2502 West 7th Street	Mackno	John	106-070-004; 106-070-007
VR 16-27, VR 16-28; VR 16-30	Dawsonville, GA 30534	P.O. Box 1492	Underwood	D.W. Moss Estate	118-040-007; 106-040-066; 118-040-011; 118-040-012; 118-040-009; 118-040-008; 118-043; 118-040; 118-040-010; 118-040-004; 118-040-005; 118-040-006; 118-040-007; 118-041; 118-118; 118-040-001; 118-063
VR 16-27	Dawsonville, GA 30534	115 Silver Fox Drive	Underwood	Tammy	106-040-008
VR 16-27	Dawsonville, GA 30534	4425 Longmont Drive	Shoemaker	Ryan & Teresa	106-040-019
VR 16-27	Dawsonville, GA 30534	86 Silver Fox Drive	Purcell	Timothy & Shirley	106-040-020
VR 16-28	Dawsonville, GA 30534	110 Mountaintside Drive	Jones	Grady	118-085
VR 16-28	Cumming, GA 30040-2052	119 Hickory Ridge	Wilkins	Lillie Mae	118-089
VR 16-28	Miami, FL 33157	7601 S.W. 169 Street	Rogers	Judy	118-089-001
VR 16-28	Dawsonville, GA 30534	118 Emmett Moss Road	Abbott	Margaret & Bennett Abbot	118-039-002
VR 16-28	Dawsonville, GA 30534	187 Emmett Moss Road	Abbott	Jeffrey & Margaret	118-112; 118-039-006
VR 16-28	Dawsonville, GA 30534	342 Henry Grady Hwy.	Helton	Jackie	118-025
VR 16-28	Dawsonville, GA 30534	49 Valley Drive	Honn	Michael	118-015
VR 16-28	Dawsonville, GA 30534	P.O. Box 1072	Marshall	Jon Kevin	118-051
VR 16-28	Dahlonega, GA 30533	121 Cavender Castle Drive	Durham	Richard	118-050
VR 16-28	Dawsonville, GA 30534	434 Henry Grady Hwy.	Marthiez	Prada Bertha Antonia	118-049
VR 16-28 & VR 16-30	Dawsonville, GA 30534	62 Magnolia Way	Brown	Barton & Brethna	118-047
VR 16-28; VR 16-30	Dawsonville, GA 30534	65 Magnolia Way	Popphan	Ben & Brandy	118-046
VR 16-28	Dawsonville, GA 30534	56 Pirates Point	Johnson	Judy	118-040-002
VR 16-28	Dawsonville, GA 30534	71 Moss Road	SWivester	Steven & Heather	118-055
VR 16-30	Dawsonville, GA 30534	132 Moss Road	Finch	Anna	118-045
VR 16-30	Sautee Nacoochee, GA 30571	606 Mauldin Road	Lamond	Walter	118-044
VR 16-30	Fairmount, GA 30139	504 Young Loop	Reidenbach	Carolyn	118-040-003
VR 16-30	Dawsonville, GA 30534	226 Moss Road	Robinson	Kenneth & Sharon	118-042
VR 16-30	Cumming, GA 30041	2540 Cambridge Hills Road	Denmon	Dawn	118-087
VR 16-30	Dawsonville, GA 30534	98 Mountain Side Drive	Marshall	Ronald	118-086
VR 16-30	Dawsonville, GA 30534	329 Deans Drive	Colosseo	Aurelia & David	118-088
VR 16-30	Dawsonville, GA 30534	261 Moss Road	Fraser	Danny	118-064
VR 16-30	Dawsonville, GA 30534	66 Katydid Lane	Blalock	Norman & Kathy	118-065

APPLICANT CERTIFICATION

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my special use or rezoning application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature of Applicant or Agent: RSH Date: 24 AUG. 16
Signature of Witness: Nancy Carter Date: 9-2-16

WITHDRAWAL

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application #: _____

Signature: _____ Date: _____

Withdrawal of Application:
Withdrawals of any application may be accommodated within the Planning & Development office if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following that written request and publication the Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Commission. Further the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fee may be made unless directed by the Board of Commissioners.

DAWSON COUNTY, GA
— Where Quality of Life Matters —

Dawson Home Search Return To Starting Point Street View(If available)



Map data ©2016 Google Imagery ©2016, DigitalGlobe, U.S. Geological Survey, USDA F; Report a map error

Google

Website design and integration by & qPublic.net

SITE

Official Tax Receipt
Linda Townley
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
 Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
14934 Year-Bill No 2015 - 9040	106 070 005 / 001 LL 310 311 DISTRICT 13 LOT 5 FMV: \$120,000.00	1,184.83	189.58 Fees 13.00	0.00	1,387.41	1,387.41 Paid Date 5/18/2016 12:32:42	0.00 Current Due 0.00
Transactions:	14934 - 14934 Totals	1,184.83	202.58	0.00	1,387.41	1,387.41	0.00

Paid By :
 BOLING RICE LLC

Cash Amt: 0.00
 Check Amt: 1,387.41
 Charge Amt: 0.00
 Change Amt: 0.00
 Refund Amt: 0.00
 Overpay Amt: 0.00

MONOLITH COMPANIES LLC
 78 DAWSON VILLAGE WAY N
 STE 140 PMB 195
 DAWSONVILLE, GA 30534

Check No 30046
 Charge Acct

Property Tax Return

Official Tax Receipt
Linda Townley
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
 Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
14935 Year-Bill No 2015 - 9041	106 070 006 / 001 LL 310 311 DISTRICT 13 LOT 6 FMV: \$120,000.00	1,184.83	189.58 Fees 13.00	0.00	1,387.41	1,387.41	0.00
						Paid Date 5/18/2016 12:33:11	Current Due 0.00
Transactions:	14935 - 14935 Totals	1,184.83	202.58	0.00	1,387.41	1,387.41	0.00

Paid By :

BOLING RICE LLC

MONOLITH COMPANIES LLC
 78 DAWSON VILLAGE WAY N
 STE 140 PMB 195
 DAWSONVILLE, GA 30534

Cash Amt: 0.00
 Check Amt: 1,387.41
 Charge Amt: 0.00
 Change Amt: 0.00
 Refund Amt: 0.00
 Overpay Amt: 0.00

Check No 30047
 Charge Acct

Filed in Office: 03/24/2014 03:35PM
Deed Doc: QCD
Bk 01107 Pg 0354-0355
Georgia Transfer Tax Paid : \$0.00
Justin Power Clerk of Court
Dawson County
0422014000288

Prepared by/Return to:
Shelly Townley Martin
133 Prominence Court
Suite 110
Dawsonville, Georgia 30534

QUIT CLAIM DEED

STATE OF GEORGIA,
COUNTY OF DAWSON.

THIS INDENTURE, made the 24th day of March, 2014, between, **MONOLITH HOSPITALITY, LLC, a Georgia limited liability company, (the "Seller")** Grantor, and **MONOLITH COMPANIES, LLC, a Georgia limited liability company, (the "Purchaser")** Grantee,

WITNESSETH: That the said Grantors, for One Dollar (\$1.00) and other consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does remise, convey and forever QUIT-CLAIM to the Grantee, his heirs and assigns, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 310 and 311 of the 13th District, 1st Section of Dawson County, Georgia being a 21.320 acre tract as shown on that certain plat of survey for the Wallace Group by Brian R. Sutherland, GRLS No. 2900, dated April 29, 2006 and being more particularly described as follows:

BEGINNING at the one-half inch rebar found at the intersection of the common corner for Land Lots 287, 286, 310 and 311 said District and County; running thence along the Land Lot line dividing Land Lots 310 and 311 South 01 degrees 03 minutes 40 seconds East a distance of 157.90 feet to a one-half inch rebar found; thence leaving said Land Lot line and running along the Southerly boundary of property now or formerly owned by Edmund Wallace and Daisy Wallace South 89 degrees, 59 minutes 11 seconds East a distance of 550.24 feet to a one-half inch rebar found; continuing thence along the property now or formerly owned by Edmund Wallace and Daisy Wallace North 00 degrees, 02 minutes 48 seconds East a distance of 157.98 feet to a rebar found on the Land Lot line dividing Land Lots 286 and 311 said District and County; running thence along said Land Lot line South 89 degrees, 58 minutes, 33 seconds East a distance of 581.81 feet to an iron pin set on the Southwesterly right of way of Grizzle Road (80 foot right of way); running thence along Grizzle Road South 52 degrees, 22 minutes, 38 seconds East a distance of 106.74 feet to a one-half inch rebar found; running thence along the boundary with property now or formerly owned by Robert Edward Byrd South 01 degrees, 07 minutes, 36 seconds East a distance of 546.07 feet to a one-half inch rebar found; running thence South 89 degrees, 07 minutes, 01 seconds West a distance of 1,715.23 feet to a one-half inch rebar found; running thence North 46 degrees, 00 minutes, 51 seconds East a distance of 338.85 feet to a three-quarter inch crimp-top pipe; running thence North 43 degrees, 46 minutes, 00 seconds West a distance of 558.82 feet to a three-quarter inch crimp-top pipe found on the Land Lot line dividing Land Lots 287 and 310 said District and County; running thence along said Land Lot lines South 89 degrees, 54 minutes, 19 seconds East a distance of 627.39 feet to the POINT OF BEGINNING.

Assignment of utility rights including 5,400 gallons or 28 ERUs issued by Etowah Water & Sewer Authority or any other related Governmental Agency; any present and future permits and agreements necessary to develop the project known as Grizzle Road Development; all leases, subleases, tenancies now or hereafter covering all or any part of the land and improvements and all profits thereof related to the Grizzle Road Development Project.

LESS AND EXCEPT ANY QUITCLAIM DEEDS OF RECORD, (which conveyances resulted in the sewer capacity being reduced from 5400 gallons to 4200 gallons as referenced above).

ALSO LESS AND EXCEPT ALL THAT TRACT or parcel of land lying and being in Land Lot 311 of the 13th District, 1st Section of Dawson County, Georgia, containing 1.916 acres, more or less, being designated as Lot 2, as per plat for H.N. Grogan Business Park, prepared by Brian R. Sutherland, GRLS, dated September 17, 2007, recorded in Plat Book 74, Page 51, et. seq., of the Dawson County records. Said plat being incorporated herein and made a part hereof by reference.

Subject to all easements, covenants and restrictions of record or currently in use.

The purpose of this Quit Claim Deed is to vest property in successor via name change of Grantor.

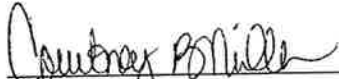
TO HAVE AND TO HOLD the said described premises to the said Grantee, so that neither the said Grantor nor his heirs, nor any other person or persons claiming under him shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

Whenever there is a reference herein to the Grantors or the Grantees, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in the presence of:

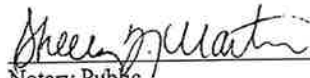
Monolith Hospitality, LLC



Unofficial Witness

By: 

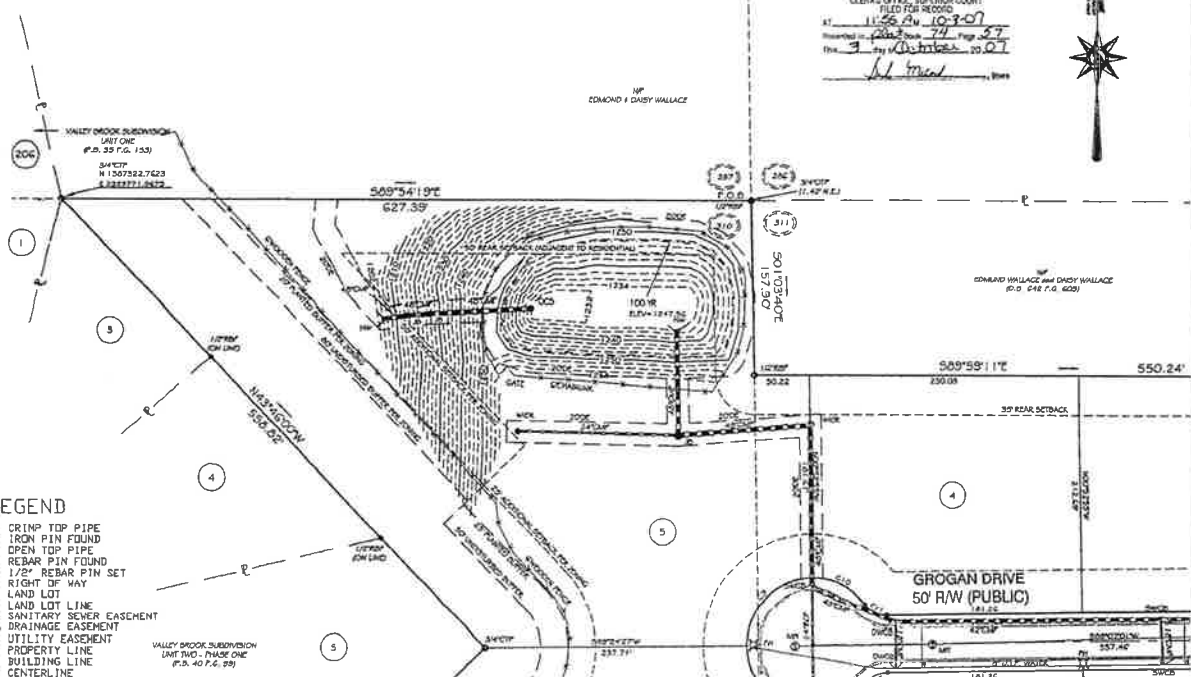
Russell R. Sutton, Jr.



Notary Public
My commission expires: (SEAL)



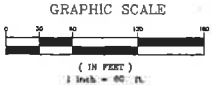
GEORGIA, DAWSON COUNTY
 CLERK OF DISTRICT SUPERIOR COURT
 FILED FOR RECORD
 AT 11:56 AM 10-2-07
 Recorded in Book 77 Page 367
 This 9 day of October 20 07
H. Hines



LEGEND

- CTP = CRIMP TOP PIPE
- IPF = IRON PIN FOUND
- DTP = OPEN TOP PIPE
- RBF = REBAR PIN FOUND
- IPS = 1/2" REBAR PIN SET
- R/W = RIGHT OF WAY
- LL = LAND LOT
- LLL = LAND LOT LINE
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- PL = PROPERTY LINE
- BL = BUILDING LINE
- CL = CENTERLINE
- EP = EDGE OF PAVEMENT
- BDC = BACK OF CURB
- MH = MAN HOLE
- CB = CATCH BASIN
- JB = JUNCTION BOX
- DI = DROP INLET
- HW = HEAD WALL
- PP = POWER POLE
- FH = FIRE HYDRANT
- IE = INVERT ELEVATION
- FFE = FINISHED FLOOR ELEVATION
- S- = SANITARY SEWER LINE/PIPE
- == = STORM SEWER LINE/PIPE
- X- = FENCE LINE
- ooo = FLOOD HAZARD ZONE LINE
- N/F = NOW OR FORMERLY

VALLEY BROOK SUBDIVISION
 LANE TWO - PHASE ONE
 P.O. 40 P.A. 99



FINAL PLAT FOR:

H.N. GROGAN BUSINESS PARK

**GEORGIA PREMIER
 LAND SURVEYING, INC.**
 PROFESSIONAL LAND SURVEYING SERVICES
 3010 HANCOCK LANE ROAD
 BETHLEHEM, GEORGIA 30519
 (770) 414-8004 FAX (770) 414-8096

Date: 3/1/07	Land Lots: 310 & 311	District: 13th	Sheet No:
County: DAWSON, GEORGIA	Scale: 1" = 60'		4 OF 6

No.	By	Date	Revision

ACAD FILE: 060605\FNL.DWG 06065.CAD Project: 06065 Drawn By: JM

SITE DATA

LOT 5	
LAND AREA	4.33 ACRES
BUILD. FT. AREA	5100 SF
OPEN AREA	5100 SF
TOTAL BUILT AREA	5100 SF
TOTAL PAVED AREAS	5100 SF

LOT 6	
LAND AREA	5.02 ACRES
BUILD. FT. AREA	6000 SF
OPEN AREA	6000 SF
TOTAL BUILT AREA	6000 SF
TOTAL PAVED AREAS	6000 SF

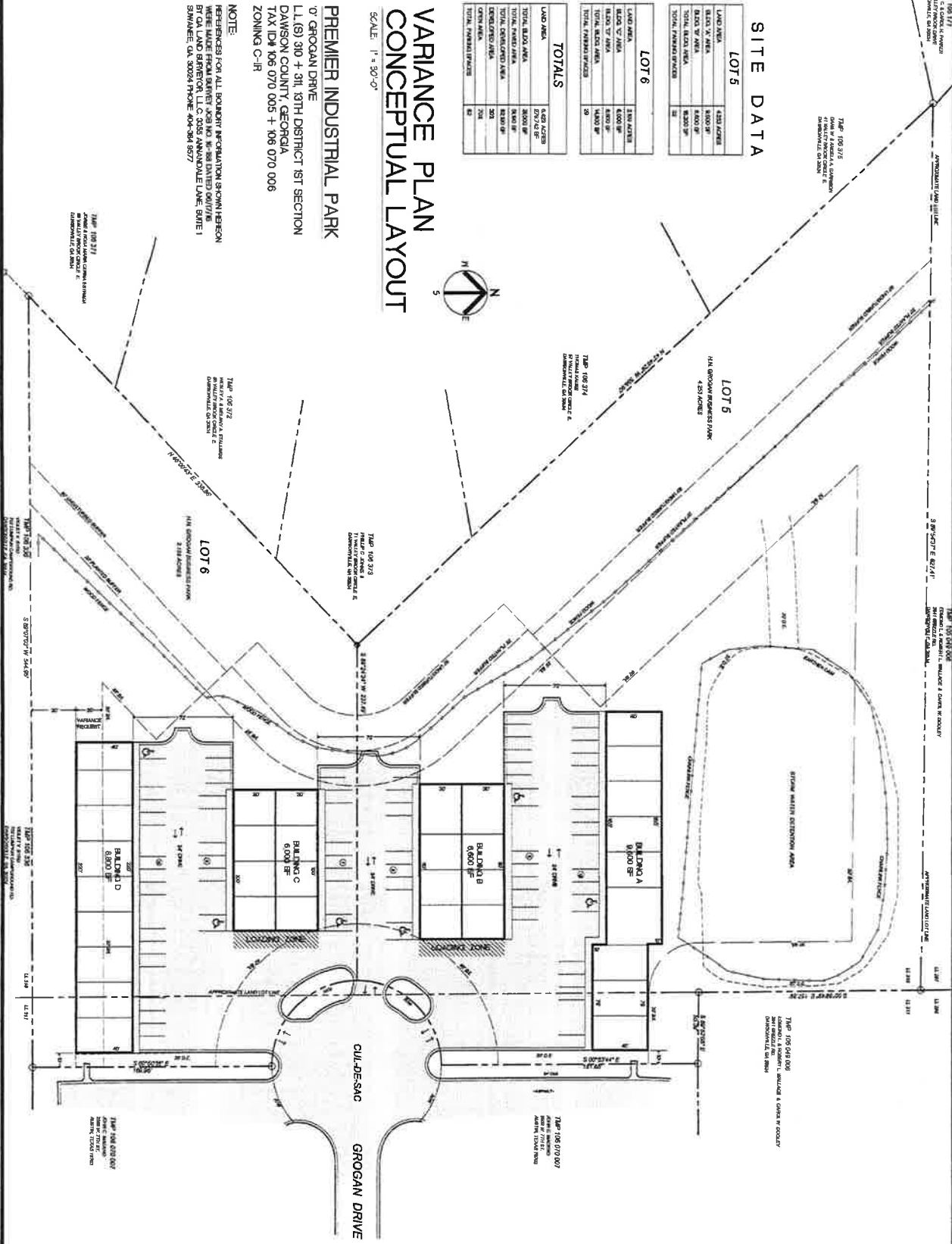
TOTALS	
LAND AREA	9.35 ACRES
TOTAL BUILT AREA	11100 SF
TOTAL PAVED AREA	11100 SF
TOTAL OPEN AREA	11100 SF
TOTAL DEVELOPED AREA	11100 SF
PERMITTED AREA	201
OPEN AREA	201
TOTAL PAVED AREAS	201

**VARIANCE PLAN
CONCEPTUAL LAYOUT**

SCALE: 1" = 30'-0"

PREMIER INDUSTRIAL PARK
 0' GROGAN DRIVE
 LL (S) 310 + 311, 13TH DISTRICT 1ST SECTION
 DAWSON COUNTY, GEORGIA
 TAX ID# 106 070 005 + 106 070 006
 ZONING C-1R

NOTE:
 REFERENCES FOR ALL BOUNDARY INFORMATION SHOWN HEREON
 BY DA LAND BROWER, L.L.C. 3355 ANNANDALE LANE, SUITE 1
 SMYRNA, GA. 30084 PHONE: 404-364-9277



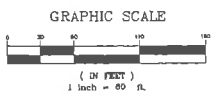
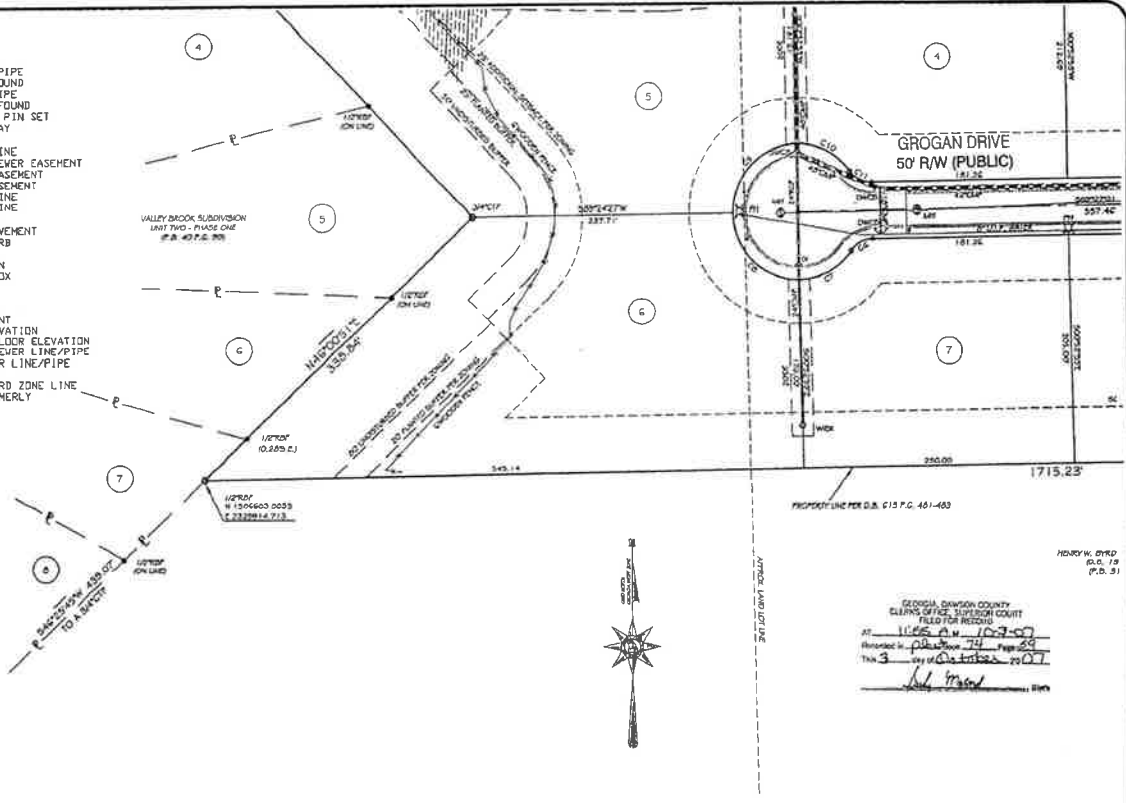
CONCEPTUAL LAYOUT - VARIANCE PLAN
PREMIER INDUSTRIAL PARK - LOT 5 & 6
SCHROEDER TERPRISES
 110 INDUSTRIAL PARK

ROBERT K. HODGES, ARCHITECT
 ARCHITECTURAL SERVICES
 3544 KILPATRICK - CUMMING, GA 30041
 PHONE: (770) 885-2222 - FAX: (770) 885-2222
 EMAIL: RKH@KILPATRICK.COM

DATE: 7 SEPT. 2018
 DRAWING NO.: 1000
 SHEET: 1

LEGEND

- CTP = CRIMP TOP PIPE
- IFP = IRON PIN FOUND
- OYP = OPEN TOP PIPE
- RBF = REBAR PIN FOUND
- IPS = 1/2" REBAR PIN SET
- R/W = RIGHT OF WAY
- LL = LAND LOT
- LLL = LAND LOT LINE
- SSE = SANITARY SEWER EASEMENT
- DE = DRAINAGE EASEMENT
- UE = UTILITY EASEMENT
- PL = PROPERTY LINE
- BL = BUILDING LINE
- C = CENTERLINE
- EP = EDGE OF PAVEMENT
- BDC = BACK OF CURB
- NH = MAN HOLE
- CB = CATCH BASIN
- JB = JUNCTION BOX
- DI = DROP INLET
- HW = HEAD WALL
- PP = POWER POLE
- FH = FIRE HYDRANT
- IE = INVERT ELEVATION
- FFE = FINISHED FLOOR ELEVATION
- S- = SANITARY SEWER LINE/PIPE
- ==S== = STORM SEWER LINE/PIPE
- X- = FENCE LINE
- OHZ = FLOOD HAZARD ZONE LINE
- N/F = NOW OR FORMERLY



GEORGIA, DAWSON COUNTY
 CLERK'S OFFICE, SUPERIOR COURT
 FILED FOR RECORD
 AT 11:05 A.M. (07-07)
 Recorded in Public Book 712 Page 20
 This 3 day of October 2007
 [Signature]

FINAL PLAT FOR:
H.N. GROGAN BUSINESS PARK

GEORGIA PREMIER LAND SURVEYING, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 3010 DAWSON HILL ROAD
 BUFORD, GEORGIA 30619
 (770) 81-4304 FAX (770) 814-3936

Date: 07/07	Land Lot: 310 & 311	District: 1/5th	Sheet No:
County: DAWSON, GEORGIA	Scale: 1" = 60'	Project: 06065	Drawn By: JM

ACAD FILE: 000005VPL.DWG 00005.CRD 5 OF 6

**BOARD OF DAWSON COUNTY COMMISSIONERS
MEETING HELD JULY 6, 2006**

APPROVAL FORM

RECEIVED
JUL 10 2006
BY: *[Signature]*

PUBLIC HEARING OF LAND USE CHANGE REQUEST

We, the Dawson County Board of Commissioners, do hereby **APPROVE** the following Land Use Change Request:

REQUEST: ZA 06-11

Applicant's Name: The Wallace Group
Applicant's Address: 91 West Hightower Road, Dawsonville, GA 30534
Location: Grizzle Road
From: RA
To: CIR
Property Usage: The applicant proposes to construct office warehouses.

Twp: 106-70

This approval is based upon the following factors that we believe will/will not:

- A. Affect the property values of surrounding property.
- B. Affect the health, safety or general welfare of the public.
- C. Impose special hardships on the surrounding property owners.
- D. The subject property is suited for the proposed land use.

This approval is, however, subject to the following stipulations and/or modifications:

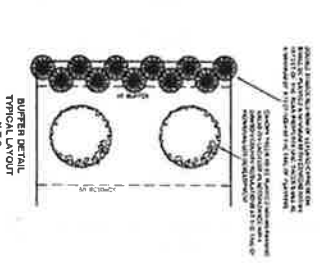
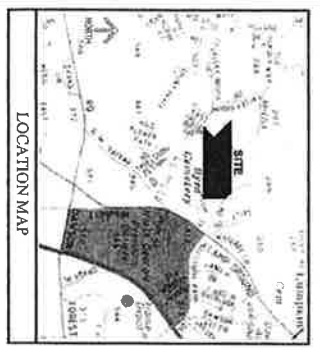
1. Natural Forest Buffer of 80 feet to the rear of the property and 20 foot buffer planted with Leland Cyprus except Lot 5 with natural forest buffer of 50 feet to the rear of the property and a 25 foot buffer planted with Leland Cyprus
2. Set back 50 foot from 100 foot rear buffer except Lot 5 set back 25 feet from 75 foot rear buffer.
3. 6 foot privacy fence along rear and sides (15 feet on each side) between Leland Cyprus and 50 foot setback except Lot 5 with a 25 foot setback.
4. All lighting to point downward
5. No dumpsters on rear of property
6. Developer has recommended and county will accept a \$30,000 bond provided by Developer to assist the County in the Improvement of Grizzle Road between said project and Lumpkin Campground Road
7. Developer has recommended and County will accept the developer installing a County standard turn lane to subject property on Grizzle Road heading west at property
8. Retention pond fenced
9. Any Gas hazardous Chemicals on property will be stored in air tight containers
10. County will install "no truck" sign past mini-warehouses before entrance to first subdivision
11. Parking spaces will be reduced 5% in accordance with allowable reduction by Planning Director
12. Retention pond will be built with water quality standards to hold water for longer period of time
13. Requiring architectural compatibility to the residential uses (similar to the GA 400 Guidelines)

Tammy Clement

Tammy Clement, County Clerk

7-6-06

Date



AGREEMENT CHART

LOT #	ACRES
LOT 1	1.77 AC
LOT 2	1.84 AC
LOT 3	1.17 AC
LOT 4	1.17 AC
LOT 5	4.25 AC
LOT 6	2.20 AC
LOT 7	1.15 AC
LOT 8	1.18 AC
LOT 9	3.54 AC
LOT 10	1.97 AC
TOTALS	21.32 AC

BLOCK / LOT CHART

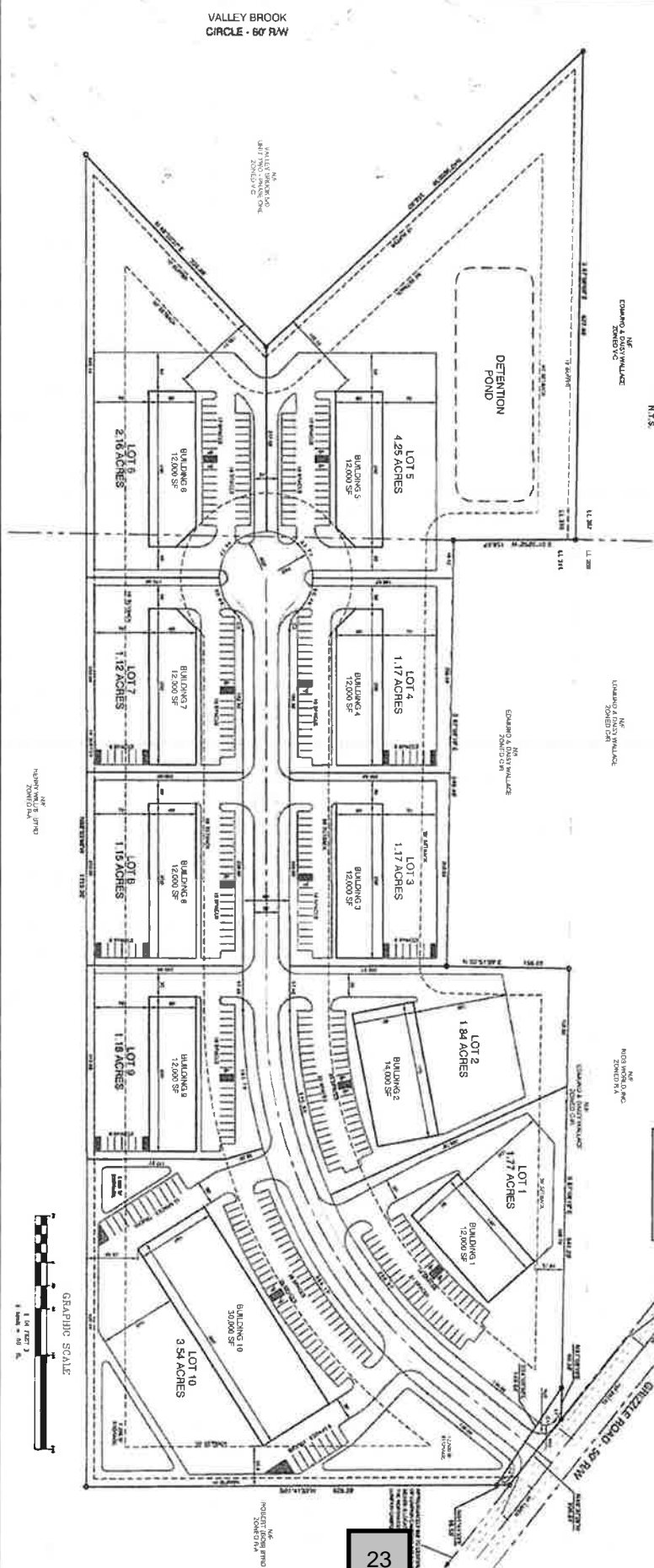
BLOCK	LOT #
A	10

TOTAL LOTS = 10

GENERAL NOTES:

1. SEE SHEET 23 FOR THE SITE PLAN.
2. SEE SHEET 24 FOR THE CONCEPTUAL LAYOUT.
3. SEE SHEET 25 FOR THE WALLAGE GROUP, LLC.
4. SEE SHEET 26 FOR THE GRIZZLE ROAD BUSINESS PARK.
5. SEE SHEET 27 FOR THE RZ-1.1 ZONING DISTRICT.
6. SEE SHEET 28 FOR THE DETENTION POND.
7. SEE SHEET 29 FOR THE BUFFER DETAIL.
8. SEE SHEET 30 FOR THE GRAPHIC SCALE.
9. SEE SHEET 31 FOR THE CIVIL CONSULTING, PC.
10. SEE SHEET 32 FOR THE STAMP.

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	04/20/06
2	REVISED PER COMMENTS	05/15/06
3	REVISED PER COMMENTS	06/01/06
4	REVISED PER COMMENTS	06/15/06
5	REVISED PER COMMENTS	07/01/06
6	REVISED PER COMMENTS	07/15/06
7	REVISED PER COMMENTS	08/01/06
8	REVISED PER COMMENTS	08/15/06
9	REVISED PER COMMENTS	09/01/06
10	REVISED PER COMMENTS	09/15/06
11	REVISED PER COMMENTS	10/01/06
12	REVISED PER COMMENTS	10/15/06
13	REVISED PER COMMENTS	11/01/06
14	REVISED PER COMMENTS	11/15/06
15	REVISED PER COMMENTS	12/01/06
16	REVISED PER COMMENTS	12/15/06
17	REVISED PER COMMENTS	01/01/07
18	REVISED PER COMMENTS	01/15/07
19	REVISED PER COMMENTS	02/01/07
20	REVISED PER COMMENTS	02/15/07
21	REVISED PER COMMENTS	03/01/07
22	REVISED PER COMMENTS	03/15/07
23	REVISED PER COMMENTS	04/01/07
24	REVISED PER COMMENTS	04/15/07
25	REVISED PER COMMENTS	05/01/07
26	REVISED PER COMMENTS	05/15/07
27	REVISED PER COMMENTS	06/01/07
28	REVISED PER COMMENTS	06/15/07
29	REVISED PER COMMENTS	07/01/07
30	REVISED PER COMMENTS	07/15/07
31	REVISED PER COMMENTS	08/01/07
32	REVISED PER COMMENTS	08/15/07
33	REVISED PER COMMENTS	09/01/07
34	REVISED PER COMMENTS	09/15/07
35	REVISED PER COMMENTS	10/01/07
36	REVISED PER COMMENTS	10/15/07
37	REVISED PER COMMENTS	11/01/07
38	REVISED PER COMMENTS	11/15/07
39	REVISED PER COMMENTS	12/01/07
40	REVISED PER COMMENTS	12/15/07
41	REVISED PER COMMENTS	01/01/08
42	REVISED PER COMMENTS	01/15/08
43	REVISED PER COMMENTS	02/01/08
44	REVISED PER COMMENTS	02/15/08
45	REVISED PER COMMENTS	03/01/08
46	REVISED PER COMMENTS	03/15/08
47	REVISED PER COMMENTS	04/01/08
48	REVISED PER COMMENTS	04/15/08
49	REVISED PER COMMENTS	05/01/08
50	REVISED PER COMMENTS	05/15/08
51	REVISED PER COMMENTS	06/01/08
52	REVISED PER COMMENTS	06/15/08
53	REVISED PER COMMENTS	07/01/08
54	REVISED PER COMMENTS	07/15/08
55	REVISED PER COMMENTS	08/01/08
56	REVISED PER COMMENTS	08/15/08
57	REVISED PER COMMENTS	09/01/08
58	REVISED PER COMMENTS	09/15/08
59	REVISED PER COMMENTS	10/01/08
60	REVISED PER COMMENTS	10/15/08
61	REVISED PER COMMENTS	11/01/08
62	REVISED PER COMMENTS	11/15/08
63	REVISED PER COMMENTS	12/01/08
64	REVISED PER COMMENTS	12/15/08
65	REVISED PER COMMENTS	01/01/09
66	REVISED PER COMMENTS	01/15/09
67	REVISED PER COMMENTS	02/01/09
68	REVISED PER COMMENTS	02/15/09
69	REVISED PER COMMENTS	03/01/09
70	REVISED PER COMMENTS	03/15/09
71	REVISED PER COMMENTS	04/01/09
72	REVISED PER COMMENTS	04/15/09
73	REVISED PER COMMENTS	05/01/09
74	REVISED PER COMMENTS	05/15/09
75	REVISED PER COMMENTS	06/01/09
76	REVISED PER COMMENTS	06/15/09
77	REVISED PER COMMENTS	07/01/09
78	REVISED PER COMMENTS	07/15/09
79	REVISED PER COMMENTS	08/01/09
80	REVISED PER COMMENTS	08/15/09
81	REVISED PER COMMENTS	09/01/09
82	REVISED PER COMMENTS	09/15/09
83	REVISED PER COMMENTS	10/01/09
84	REVISED PER COMMENTS	10/15/09
85	REVISED PER COMMENTS	11/01/09
86	REVISED PER COMMENTS	11/15/09
87	REVISED PER COMMENTS	12/01/09
88	REVISED PER COMMENTS	12/15/09
89	REVISED PER COMMENTS	01/01/10
90	REVISED PER COMMENTS	01/15/10
91	REVISED PER COMMENTS	02/01/10
92	REVISED PER COMMENTS	02/15/10
93	REVISED PER COMMENTS	03/01/10
94	REVISED PER COMMENTS	03/15/10
95	REVISED PER COMMENTS	04/01/10
96	REVISED PER COMMENTS	04/15/10
97	REVISED PER COMMENTS	05/01/10
98	REVISED PER COMMENTS	05/15/10
99	REVISED PER COMMENTS	06/01/10
100	REVISED PER COMMENTS	06/15/10



CIVIL CONSULTING, PC
1100 OLD FARM ROAD, SUITE 110
DUBLIN, GA 31004
PHONE: 770-252-1863
FAX: 770-252-1864

**CONCEPTUAL LAYOUT
REZONING PLAN**

**GRIZZLE ROAD
BUSINESS PARK
FOR
THE WALLAGE GROUP, LLC**

RZ - 1.1

23

Boling Rice LLC

BORROWER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number 72202
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	7. Loan Number	8. Mortgage Insurance Case Number
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower Schroeder Industries Limited, LLC 110 Industrial Park Dr., Suite A-6 Cumming, GA 30040		E. Name and Address of Seller Monolith Companies, LLC 78 Dawson Village Way N, Ste 140-195 Dawsonville, GA 30534	
G. Property Location Lots 5 & 6, Premier Industrial Park Dawsonville, GA 30534 LL 310, S/D 13th Dist, 1st Sec, Dawson Lots 5 & 6, H.N. Grogan Business Park		H. Settlement Agent Boling Rice LLC 207 Pirkle Ferry Rd., Cumming, GA 30040	
		I. Settlement Date 05/16/16 DD: 05/16/16	
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	285,000.00	401. Contract sales price	285,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	3,449.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	288,449.75	420. GROSS AMOUNT DUE TO SELLER	285,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	5,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)	183,000.00	502. Settlement charges to seller (line 1400)	14,250.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	257,798.13
205.		Foothills Community Bank	
		505. Payoff of second mortgage loan	
206.		506.	
207.		507. 2015 Taxes - Map #106-070-005	1,387.41
208.		508. 2015 Taxes - Map #106-070-006	1,387.41
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. 2016 Taxes - Lot 5	01/01 to 05/16 443.50	513. 2016 Taxes - Lot 5	01/01 to 05/16 443.50
214. 2016 Taxes - Lot 6	01/01 to 05/16 443.50	514. 2016 Taxes - Lot 6	01/01 to 05/16 443.50
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	188,887.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	275,709.95
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	288,449.75	601. Gross amount due to seller (line 420)	285,000.00
302. Less amounts paid by/for borrower (line 220)	188,887.00	602. Less reduction amount due to seller (line 520)	275,709.95
303. CASH FROM BORROWER	99,562.75	603. CASH TO SELLER	9,290.05

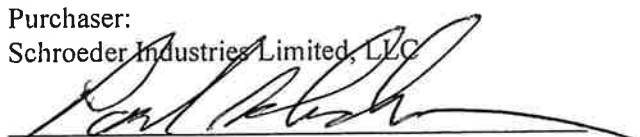
L. SETTLEMENT CHARGES:				File Number: 72202	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	285,000.00 @	5.00 =	14,250.00		
Division of commission (line 700) as follows:						
701.	\$	14,250.00	to	The Norton Group		
702.	\$		to			
703.	Commission paid at Settlement			Realtor Holds Deposit		14,250.00
704.	Buyers Commission			eXp Realty, LLC	305.00	
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN				P.O.C.	
801.	Loan Origination Fee		%			
802.	Loan Discount		%			
803.	Appraisal Fee		to	Pendley & Pendley	900.00	
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mtg. Ins. Application Fee		to			
807.	Assumption Fee		to			
808.	Loan Fee			The Citizens Bank of Forsyth County	600.00	
809.	Future Deed Cancellation			The Citizens Bank of Forsyth County	12.00	
810.						
811.						
812.						
813.						
814.						
815.						
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest from		to	@ \$ /day		
902.	Mortgage Insurance Premium			to		
903.	Hazard Insurance Premium			yrs. to		
904.						
905.						
1000.	RESERVES DEPOSITED WITH LENDER FOR					
1001.	Hazard Insurance		mo.	@ \$ / mo.		
1002.	Mortgage Insurance		mo.	@ \$ / mo.		
1003.	City property taxes		mo.	@ \$ / mo.		
1004.	County property taxes		mo.	@ \$ / mo.		
1005.	Annual Assessments		mo.	@ \$ / mo.		
1006.			mo.	@ \$ / mo.		
1007.			mo.	@ \$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count					
1100.	TITLE CHARGES					
1101.	Settlement or closing fee		to			
1102.	Abstract or title search		to			
1103.	Title examination		to	Boling Rice LLC	200.00	
1104.	Title insurance binder		to			
1105.	Document preparation		to			
1106.	Notary fees		to			
1107.	Attorney's fees		to	Boling Rice LLC	400.00	
	(includes above item No:)					
1108.	Title insurance		to	Chicago Title Ins. Co.	705.75	
	(includes above item No:)					
1109.	Lender's coverage	183,000.00 ---		500.00		
1110.	Owner's coverage	285,000.00 ---		205.75		
1111.						
1112.						
1113.						
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees	Deed \$ 12.00 ; Mortgage \$ 30.00 ; Releases \$			42.00	
1202.	City/county/stamps	Deed \$; Mortgage \$				
1203.	State tax/stamps	Deed \$ 285.00 ; Mortgage \$			285.00	
1204.						
1205.						
1300.	ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey		to			
1302.	Pest inspection		to			
1303.						
1304.						
1305.						
1306.						
1307.						
1308.						
1400.	TOTAL SETTLEMENT CHARGES	(enter on lines 103 and 502, Sections J and K)			3,449.75	14,250.00

BOLING RICE LLC
ADDENDUM TO CLOSING STATEMENT

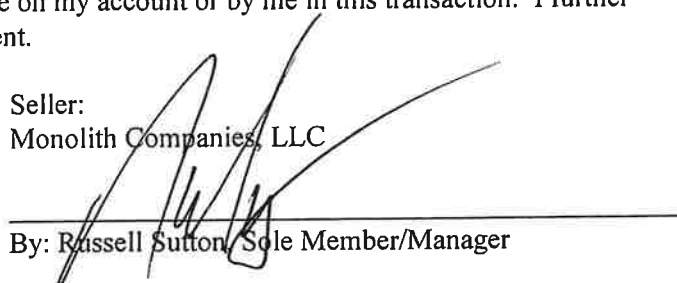
FILE #: 72202
PURCHASER: Schroeder Industries Limited, LLC
SELLER: Monolith Companies, LLC
LENDER: The Citizens Bank of Forsyth County
PROPERTY: Lots 5 & 6, Premier Industrial Park
Dawsonville, GA 30534
DATE: May 16, 2016

I have carefully reviewed the Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Statement.

Purchaser:
Schroeder Industries Limited, LLC

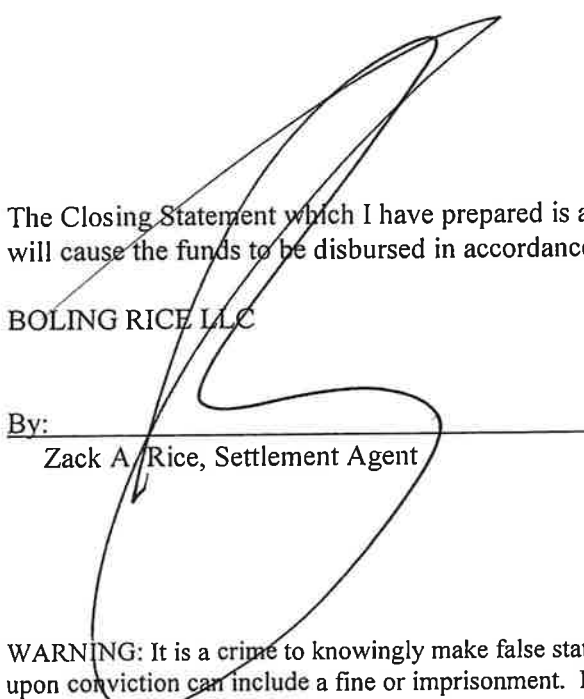

By: Paul Schroeder, Manager

Seller:
Monolith Companies, LLC


By: Russell Sutton, Sole Member/Manager

The Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

BOLING RICE LLC


By: Zack A. Rice, Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S.Code Section 1001 and Section 1010.

**DAWSON COUNTY PLANNING COMMISSION
PLANNING STAFF REPORT & RECOMMENDATION**

Applicant.....Robert K. Hodges, Architect (Authorized Agent)

Case Docket #VR-2016-26

Request.....20’ rear setback variance to allow the proposed structure to be constructed 30’ from the property line

Proposed UseWarehouses

Size.....2.17 acres (94525.20 sq. ft.±)

Existing ZoningCIR

Applicable Regulations.....Dawson County Land Use Resolution

LocationGrogan Drive Lot 6

Tax Parcel #106-107-006

Meeting Date.....October 18, 2016

Staff Recommendation**APPROVAL**

Applicant Proposal

The applicant is seeking a variance for a 20’ rear setback on Lot 6 to allow for a new warehouse to be constructed 30’ from the rear property line. Both Lots 5 and 6 are owned by Schroeder Industries, LLC and they are proposing to construct office warehouses contiguously on both lots. The original zoning case (ZA 06-11) approved by the Board of Commissioners on 7/6/06 stipulated that there would be a 50’ rear buffer. Mr. Hodges, the authorized agent for Schroeder Industries, LLC, is requesting a rear setback reduction of 20’ to allow for a new warehouse to be constructed 30’ from the rear property line.

History and Existing Land Use

The subject property is 2.17 acres and is zoned CIR (Commercial Industrial Restricted). This industrial area off of Grizzle Road was rezoned in 2006 to construct office warehouses

Staff analysis

To be considered for a variance, the following four (4) criteria must be addressed:

- 1.) *That a strict or literal interpretation and enforcement of the specified standard or requirement would result in practical difficulty or unnecessary hardship; and*

The storm water detention area for the entire Premier Industrial Park is located on Lot 5 on extremely steep topography and this limits the useable amount of building area on that lot. A strict & literal enforcement of the ordinance prohibits this site from being able to support the structure a safe distance from the detention pond.

- 2.) *That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property which do not apply generally to other properties in the same district; and*

The storm water detention area limits the useable amount of safe building area on the lot. The proposed structures with parking on these lots will not fit safely without being directly adjacent to the deep detention facility.

- 3.) *That the granting of the variance will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the near vicinity; and*

This variance will have no impact on the health, morals or welfare of the public. It will improve the safety aspects of the distance between the rear of one proposed building and the existing detention area.

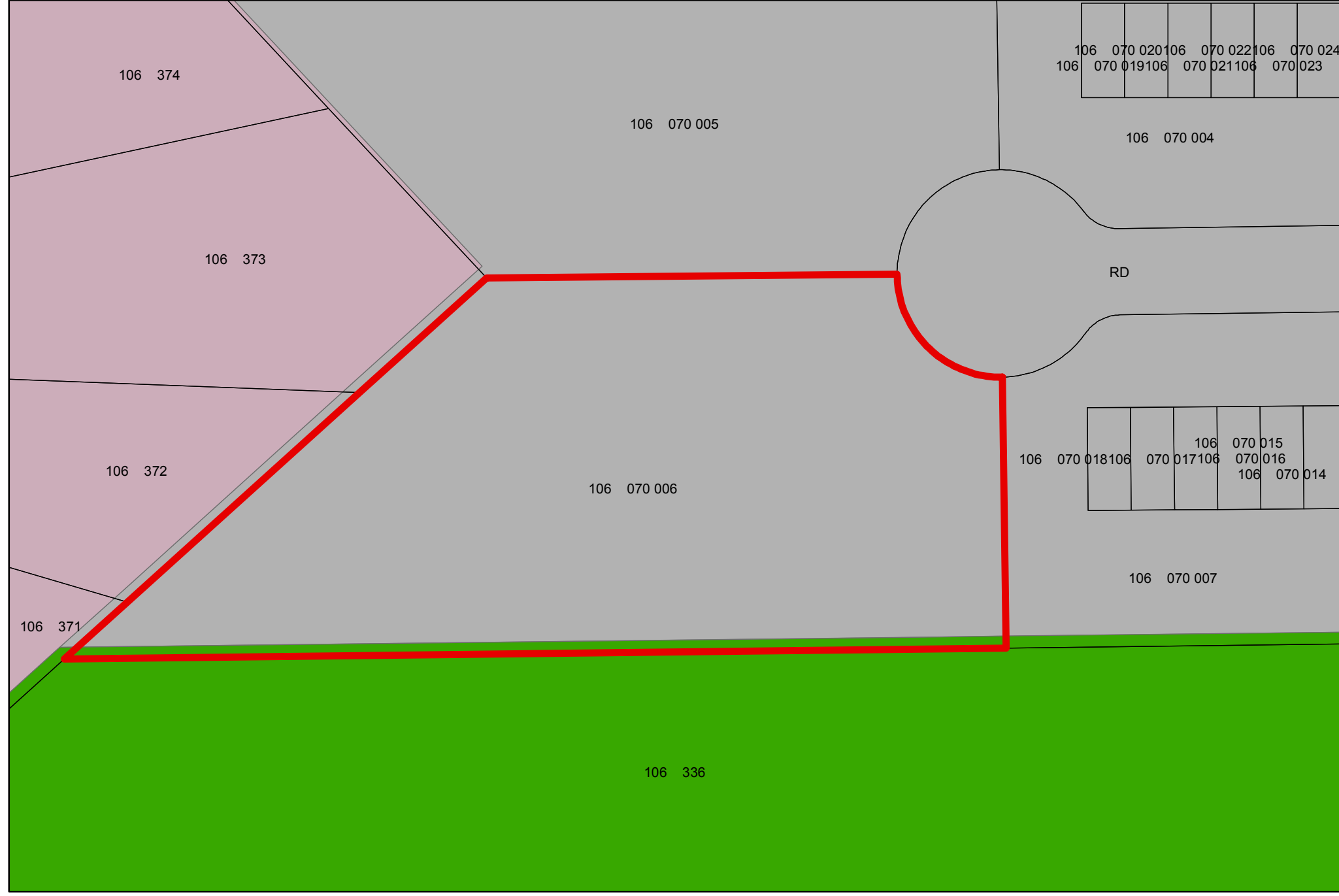
- 4.) *That the granting of the variance would support general objectives contained within this Resolution.*

By granting this variance, it will enable the parking layout requirements to be met and allow a safe distance to be formed between the rear of one proposed building and existing detention area. This allows safe tenant rear door exiting and emergency personnel clear access to the rear of the building.

Based on the preceding analysis, the planning staff recommends approval of this request.

Pictures of subject property:

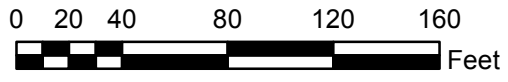




TMP 106 070 006

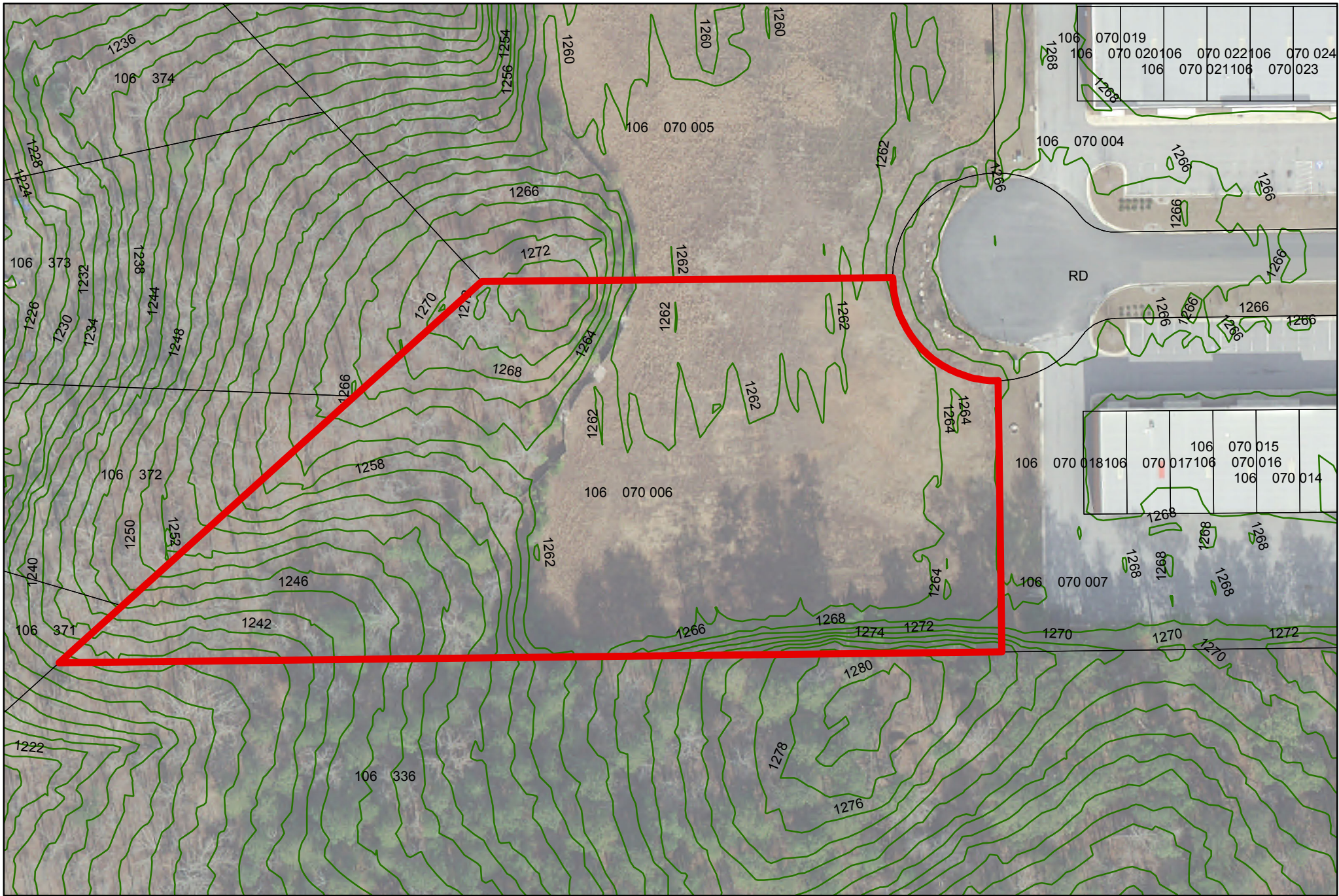
Current Zoning

30



Legend



Parcel	Zoning	RMF	C-OI
Historic District	ZONING_CLASS	RMHP	C-CB
MIXED USE VILLAGE	RA	RT	C-HB
RPC	RS	RRE	C-IR
RSR	RSRMM	VC	C-PCD
RL	VCR	CT	C-RB
			C-TB

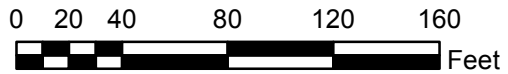


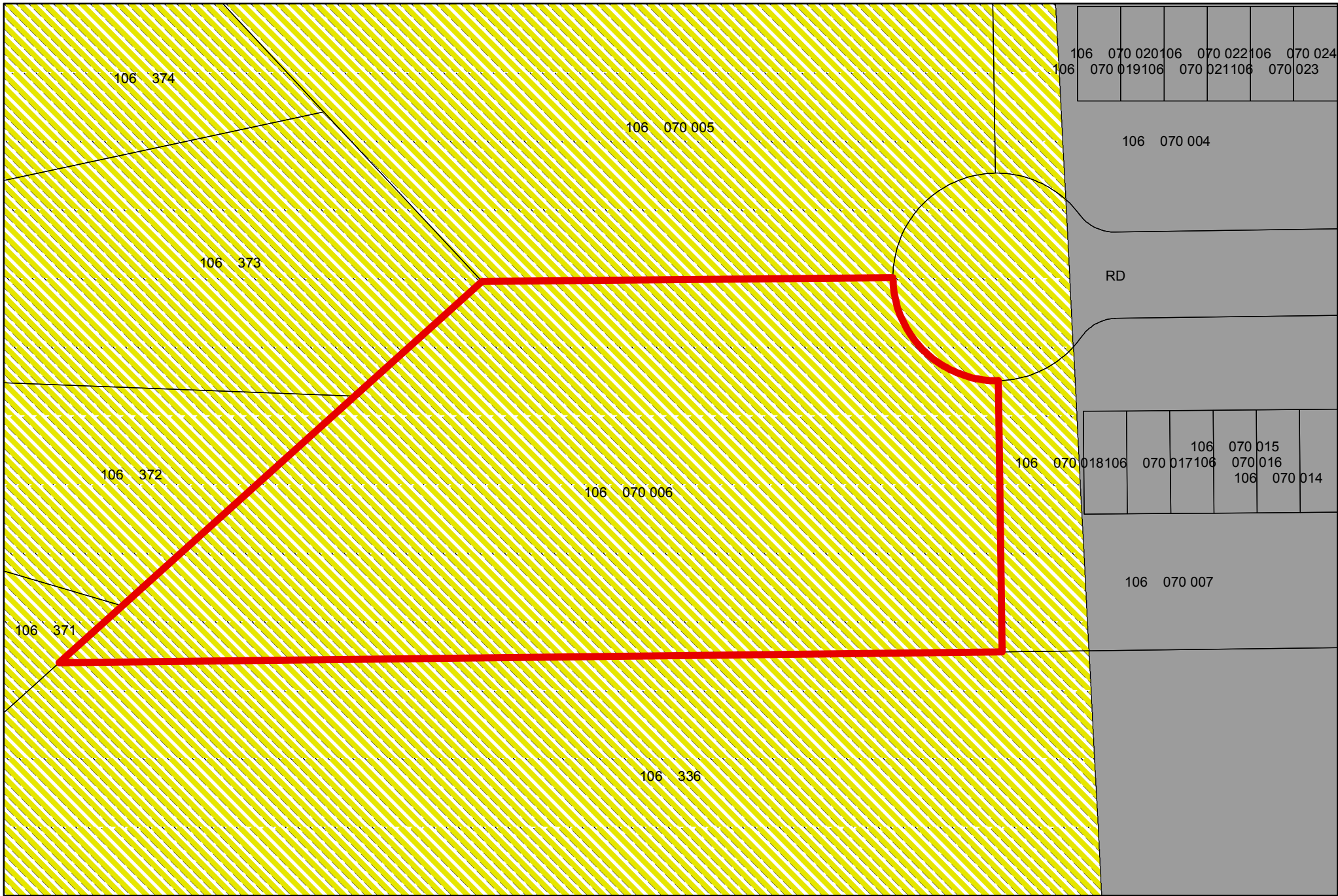
TMP 106 070 006
Aerial V/Topo

31

Legend

-  Parcel
-  2' Contours - south



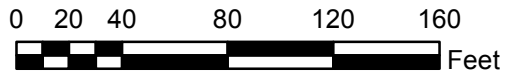


TMP 106 070 006 Future Land Use

32

Legend

- | | | | |
|-------------------------------|----------------------------|------------------------------|--|
| Parcel | Future Land Use | Lakefront Residential | Transportation/Communication/Utilities |
| Exurban Residential | Commercial - Highway | Agriculture | Parks/Recreation/Conservation |
| Rural Residential | Crossroads Commercial | Forestry | Water |
| Sub-Rural Residential | Campus-Style Business Park | Water Supply Protection Area | |
| Suburban Residential | Office/Professional | | |
| Planned Residential Community | Mixed Use Village | | |
| Town Residential | Public/Institutional | | |
| Multiple-family Residential | Light Industrial | | |



Backup material for agenda item:

2. ZA 16-07- Greg Burnett has made a request to rezone 2.78 acres from RSR (Residential Sub-Rural) and CHB (Commercial Highway Business) to CIR (Commercial Industrial Restricted) for a current metal roofing business. The properties are located at TMPs 104-052 and 104-053.

DAWSON COUNTY REZONING APPLICATION

This portion to be completed by Zoning Administrator

ZA 16-07 Tax Map & Parcel # (TMP): 104-052 + 104-053
Submittal Date: 8-11-16 Time: 4:12 am/pm Received by: W (staff initials)
Fees Assessed: 2500.00 Paid: ok 3820 Commission District: _____
Planning Commission Meeting Date: 9-20-16
Board of Commissioners Meeting Date: 9-20-16

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Greg Burnette
Address: 4121 Blackhawk Dr Gadsdenville, GA 30506
Phone: Listed 770-535-7816 Email: Business _____
 Unlisted _____ Personal _____
Status: Owner Authorized Agent Lessee Option to purchase

Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.

I have /have not participated in a Pre-application meeting with Planning Staff.
If not, I agree /disagree to schedule a meeting the week following the submittal deadline.
Meeting Date: 8-11-16 Applicant Signature: _____

PROPERTY OWNER/PROPERTY INFORMATION

Name: Greg Burnette
Street Address of Property being rezoned: 82 Etowah River Rd
Dawsonville, GA 30534
Rezoning from: RSR/CHB to: CTR Total acreage being rezoned: 2.78 acres
Directions to Property: From Dawsonville take Hwy 53E go
3 miles to (L) on Etowah River Rd to first
property on the Right # 82 Etowah River Rd

Subdivision Name (if applicable): N/A Lot(s) #: _____

Current Use of Property: Commercial

Any prior rezoning requests for property? No if yes, please provide rezoning case #: ZA _____

*****Please refer to Dawson County's Georgia 400 Corridor Guidelines and Maps to answer the following:**

Does the plan lie within the Georgia 400 Corridor? No (yes/no)

If yes, what section? _____

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North RSR South RSR East RSR West RSR

Future Land Use Map Designation: Commercial

Access to the development will be provided from:

Road Name: Etowah River Rd Type of Surface: Asphalt

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: CTR Special Use Permit for: _____

Proposed Use: Commercial

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL

No. of Lots: N/A Minimum Lot Size: _____ (acres) No. of Units: _____

Minimum Heated Floor Area: _____ sq. ft. Density/Acre: _____

Type: Apartments Condominiums Townhomes Single-family Other

Is an Amenity Area proposed: _____; if yes, what? _____

COMMERCIAL & INDUSTRIAL

Building area: 8500 Sq ft No. of Parking Spaces: 8

APPLICANT CERTIFICATION



I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning of special use application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature  Date 8/11/16
Witness  Date 8-11-16

WITHDRAWAL

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application # _____

Signature _____ Date _____

Withdrawal of Application:

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.

Letter of Intent

Rezoning of 2 parcels (#104053 consisting of 2.28 acres and #104052 consisting of .05 acres) from RSR and CHB respectively to CIR and to combine the two parcels.

This would bring the parcels into compliance with current zoning laws for the current and future use of the property.

ZA _____

TMP#: _____

List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

****Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.**

	<u>Name</u>	<u>Address</u>
TMP <u>104051</u>	1. <u>Jeff Looper</u>	<u>3679 Hwy 53E Dawsonville</u>
TMP <u>104050</u>	2. <u>Tracey Anne Burnette</u>	<u>3631 Hwy 53E "</u>
TMP <u>104055</u>	3. <u>Mary Sassebee Trustee</u>	<u>3751 Hwy 53E "</u>
TMP <u>104054</u>	4. <u>Regent Capital Inc</u>	<u>160 Etowah River Rd "</u>
TMP <u>104036</u>	5. <u>Ted Huffstetler</u>	<u>385 Etowah River Rd "</u>
TMP _____	6. _____	_____
TMP _____	7. _____	_____
TMP _____	8. _____	_____
TMP _____	9. _____	_____
TMP _____	10. _____	_____
TMP _____	11. _____	_____
TMP _____	12. _____	_____
TMP _____	13. _____	_____
TMP _____	14. _____	_____
TMP _____	15. _____	_____

Use additional sheets if necessary.

PROPERTY OWNER AUTHORIZATION

I/we, Greg Burnette, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #):

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners.

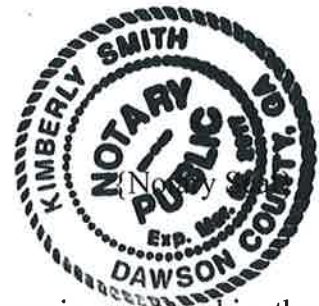
Printed Name of applicant or agent: Greg Burnette
Signature of applicant or agent: [Signature] Date: 8/11/16

Printed Name of Owner(s): Greg Burnette
Signature of Owner(s): [Signature] Date: _____
Mailing address: 4127 Blackhawk Dr
City, State, Zip: Douglasville Ga
Telephone Number: Listed 770-535-7816
 Unlisted

Sworn and subscribed before me this 11th day of August, 2016.

Kimberly Smith
Notary Public

My Commission Expires: 3/5/17



(The complete names of all owners must be listed; if the owner is a partnership, the names of all partners must be listed; if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)



Dawson County Assessor			
Parcel: 104 052 Acres: 0.5			
Name:	BURNETTE GREGORY HOYT	Land Value	\$20,000.00
Site:	82 ETOWAH RIVER RD	Building Value	\$152,713.00
Sale:	\$25,000 on 10-1972 Reason=FM Qual=Q	Misc Value	\$5,000.00
Mail:	4121 BLACKHAWK DR GAINESVILLE, GA 30506	Total Value:	\$177,713.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
Date printed: 08/11/16 : 16:14:17

25 Justice Way Suite 1222
Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
16298 Year-Bill No 2015 - 1912	104 053 / 001 LT 48 49 PT LOT 1 J A STEPHENS EST FMV: \$42,095.00	415.63	0.00 Fees 0.00	0.00	415.63	415.63 Paid Date 11/12/2015 14:09:31	0.00 Current Due 0.00
Transactions:	16298 - 16298 Totals	415.63	0.00	0.00	415.63	415.63	0.00

Paid By :

METAL ROOFING SALES INC

BURNETTE GREGORY HOYT
4121 BLACKHAWK DRIVE
GAINESVILLE, GA 30506

Cash Amt:	0.00
Check Amt:	415.63
Charge Amt:	0.00
Change Amt:	0.00
Refund Amt:	0.00
Overpay Amt:	0.00

Check No 3462
Charge Acct

Official Tax Receipt
Linda Townley
DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
 Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
16297 Year-Bill No 2015 - 1911	104 052 / 001 LL 113 LD 13-S FMV: \$176,113.00	1,738.86	0.00 Fees 0.00	0.00	1,738.86	1,738.86	0.00
						Paid Date 11/12/2015 14:08:49	Current Due 0.00
Transactions:	16297 - 16297 Totals	1,738.86	0.00	0.00	1,738.86	1,738.86	0.00

Paid By :

METAL ROOFING SALES INC

BURNETTE GREGORY HOYT
 4121 BLACKHAWK DR
 GAINESVILLE, GA 30506

Cash Amt: 0.00
 Check Amt: 1,738.86
 Charge Amt: 0.00
 Change Amt: 0.00
 Refund Amt: 0.00
 Overpay Amt: 0.00

Check No 3461
 Charge Acct

Niki McCall

From: Ringle, Bill <Bill.Ringle@dph.ga.gov>
Sent: Friday, August 05, 2016 2:25 PM
To: Niki McCall
Subject: 82 Etowah River Road

Hey Niki,

Greg Burnette just called and said he is trying to get the subject property a variance, or re-zoned (or something like that) so that he can add on to the existing building. He said that the addition will be for storage, and that there will be no increase in the gallons/day wastewater output of the facility.

According to Mr. Burnette the septic system is on the opposite side of the building from the proposed addition.

Let me know if you need anything else from me.

Thank you,
Bill

Bill Ringle
Environmental Health Manager
Dawson County Environmental Health
189 Hwy 53 West
Suite 102
Dawsonville, GA 30534
phone 706-265-2930
fax 706-265-7529



Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

- X: 500 Year Flood - Areas of 0.2% annual chance flood
- A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined
- AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood
- AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet
- VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined
- Openwater

0 150 300 450 600 ft

Dawson County Assessor			
Parcel: 104 054 Acres: 0.57			
Name:	REGENT CAPITAL INC	Land Value	\$20,000.00
Site:	160 ETOWAH RIVER RD	Building Value	\$82,504.00
Sale:	\$75,000 on 11-2001 Reason=PT Qual=Q	Misc Value	\$3,735.00
Mail:	PO BOX 965	Total Value:	\$106,239.00
	OAKWOOD, GA 30566		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/22/16 : 15:58:18

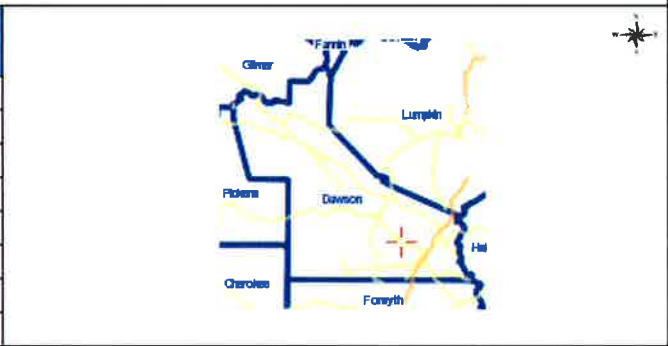


Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

- X: 500 Year Flood - Areas of 0.2% annual chance flood
- A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined
- AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations
- AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet
- VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined
- Openwater

0 150 300 450 600 ft

Dawson County Assessor			
Parcel: 104 055 Acres: 4.54			
Name:	SOSEBEE MARY TRUSTEE	Land Value	\$66,843.00
Site:	3751 HWY 53 E	Building Value	\$28,999.00
Sale:	\$1,100 on 09-1962 Reason=FM Qual=Q	Misc Value	\$3,200.00
Mail:	C/O WILBERT STEPHENS TRUST	Total Value	\$99,042.00
	155 EAST 3RD ST		
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/22/16 : 15:58:35



Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

X: 500 Year Flood - Areas of 0.2% annual chance flood

A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined

AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood

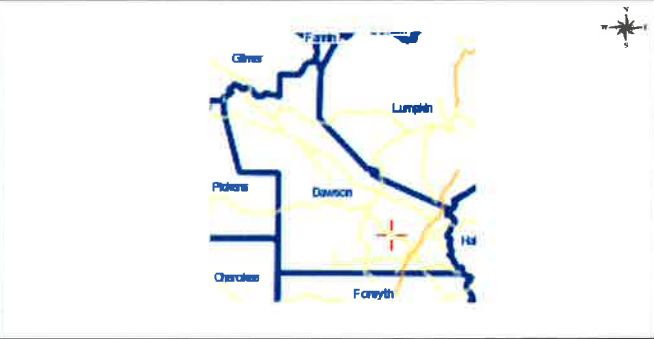
AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet

VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined

Openwater

0 150 300 450 600 ft

Dawson County Assessor			
Parcel: 104 051 Acres: 0.71			
Name:	LOOPER JEFFERY B	Land Value	\$14,628.00
Site:	3679 HWY 53 E	Building Value	\$47,173.00
Sale:		Misc Value	\$11,138.00
Mail:	3679 HWY 53 E	Total Value:	\$72,939.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/22/16 : 15:58:50



Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

X: 500 Year Flood - Areas of 0.2% annual chance flood

A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined

AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood

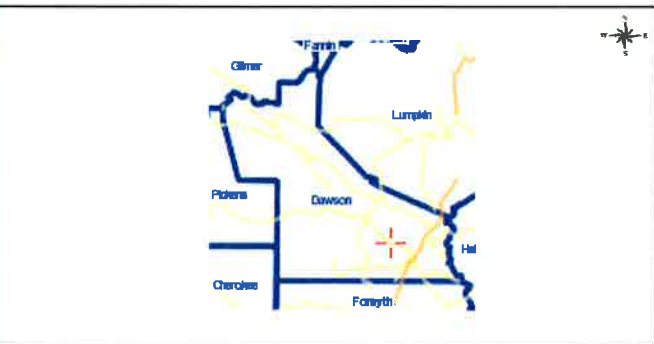
AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet

VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined

Openwater

0 150 300 450 600 ft

Dawson County Assessor			
Parcel: 104 050 Acres: 1.32			
Name:	BURNETTE TRACEY ANNE	Land Value	\$28,415.00
Site:	3631 HWY 53 E	Building Value	\$142,567.00
Sale:		Misc Value	\$79,414.00
Mail:	3631 HWY 53 E	Total Value:	\$250,396.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 08/22/16 : 15:59:16



Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

- X: 500 Year Flood - Areas of 0.2% annual chance flood
- A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined
- AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood
- AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet
- VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined
- Openwater

0 150 300 450 600 ft

Dawson County Assessor			
Parcel: 104 036 Acres: 6.6			
Name:	HUFFSTETLER TED & BARBARA	Land Value	\$92,608.00
Site:	0	Building Value	\$0.00
Sale:	\$2,600 on 02-1968 Reason=FM Qual=Q	Misc Value	\$0.00
Mail:	385 ETOWAH RIVER RD DAWSONVILLE, GA 30534	Total Value:	\$92,608.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/22/16 : 15:59:50



Area of Minimal Flood Hazard: Determined to be outside the 0.2% annual chance floodplain

- X: 500 Year Flood - Areas of 0.2% annual chance flood
- A: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined
- AE: 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood
- AO or AH: Areas subject to inundation by 1-percent-annual-chance shallow flooding, average depths 1-3 feet
- VE: Coastal SFHA with BFE & velocity wave action - Coastal flood zone with velocity hazard (wave action) Base Flood Elevations determined
- Openwater

0 78 156 234 312 ft

Dawson County Assessor			
Parcel: 104 037 Acres: 2			
Name:	CEMETERY	Land Value	\$37,083.00
Site:	0	Building Value	\$0.00
Sale:		Misc Value	\$0.00
Mail:	DAWSONVILLE, GA 30534	Total Value:	\$37,083.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/22/16 : 16:03:24

DAWSON COUNTY PLANNING COMMISSION MEMORANDUM

DATE: SEPTEMBER 13, 2016

TO: DAWSON COUNTY PLANNING COMMISSION

FROM: JASON STREETMAN, PLANNING AND DEVELOPMENT DIRECTOR & DAVID MCKEE,
INTERIM PLANNING AND DEVELOPMENT DIRECTOR

MEETING: SEPTEMBER 20, 2016 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER,
ASSEMBLY ROOM 2303

CASE #: ZA 16-07

APPLICANT: Greg Burnette

STATUS OF APPLICANT: Owner

SITE LOCATION: 82 Etowah River Road (TMPs 104-052 & 104-053)

COMMISSION POST: 2

REQUESTED ACTION: RSR (Residential Sub-Rural) & C-HB (Commercial Highway Business)
to C-IR (Commercial Industrial Restricted)

PROPOSED USES: combine two parcels into one and make parcels compliant to zoning
standards for current use

SURROUNDING ZONING

DISTRICTS:

North – RSR (Residential Sub-Rural) and RA (Residential Agriculture)
South – RSR (Residential Sub-Rural)
East – RSR (Residential Sub-Rural)
West – RSR (Residential Sub-Rural)

SURROUNDING LAND USES:

North – Residential Property
South – Residential Property
East – Residential Property
West – Residential Property

FLUP CLASSIFICATION:

Crossroads Commercial and Rural Residential

SUBJECT PROPERTY

HISTORY:

No Rezoning History

ACCESS:

Hwy. 53 East and Etowah River Road

ANALYSIS AND COMMENTS:

The subject properties consist of approximately 2.78 (TMPs 104-052 & 104-053). The subject property is currently zoned RSR and C-HB. Adjacent properties are residential sub-rural.

The 2033 Comprehensive Plan Future Land Use Map recommends the property be Crossroads Commercial and Rural Residential.

The applicant has notified Dawson County in the letter of intent that he is asking to rezone to bring the two parcels into compliance with the current zoning laws for the current and future use of the property.

The following observations should be noted with respect to this request:

A. The existing uses and classification of nearby property.

The adjacent properties surrounding the subject property are zoned RSR with current residences.

B. The extent to which property values are diminished by the particular land use classification.

The Future Land Use Plan (FLUP) currently recognizes Crossroads Commercial and Rural Residential for the subject property. The proposed rezoning does not align with the FLUP.

C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.

The rezoning would be in keeping with the welfare of the community and promote the health, safety, morals and general welfare of the public interest.

D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

The property would be brought up to current zoning law standards for the current and future use of the property.

E. The suitability of the subject property for the proposed land use classification.

The subject property is suitable for the proposed Commercial Industrial Restricted zoning district.

F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.

The subject property is currently a metal roofing/fabrication business.

G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

The current business is suitable for the proposed rezoning to Commercial Industrial Restricted.

Photograph of the subject property:



Zoning Sign on Property

Pertinent County Departments have provided the following comments regarding the proposed development:

- a) **Engineering Department** – No comments at this

- b) **Environmental Health Department** – This business is currently served by an existing septic system.
- c) **Emergency Services** – No comments at this time.
- d) **Etowah Water & Sewer Authority** – Existing water supply is for domestic use.
- e) **Dawson County Sheriff’s Office** – Police protection in this area is adequate.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – No comments necessary.

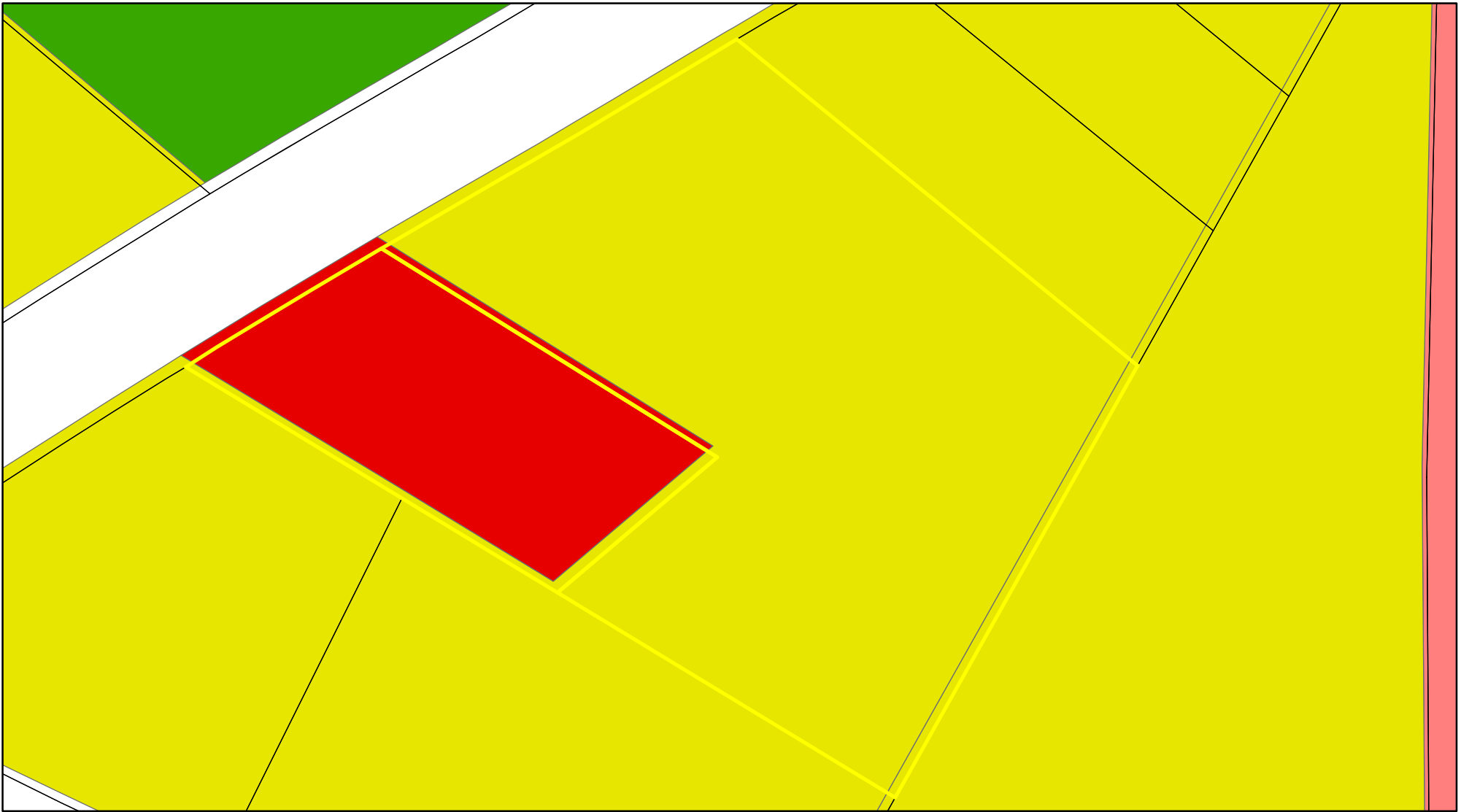
Recommendation:

Staff has reviewed the application for rezoning from RSR & C-HB to CIR. Based on the information provided and the surrounding uses staff recommends **APPROVAL** with the following stipulation:

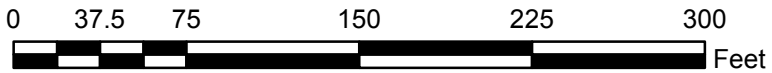
1. The subject property shall be limited to metal manufacturing, fabrication, and production only. All other uses within the CIR zoning district shall be excluded.

cc: Dawson County Board of Commissioners
Bill Tanner, Interim County Manager
Joey Homans, County Attorney
Danielle Yarborough, County Clerk

Attachments: Maps


























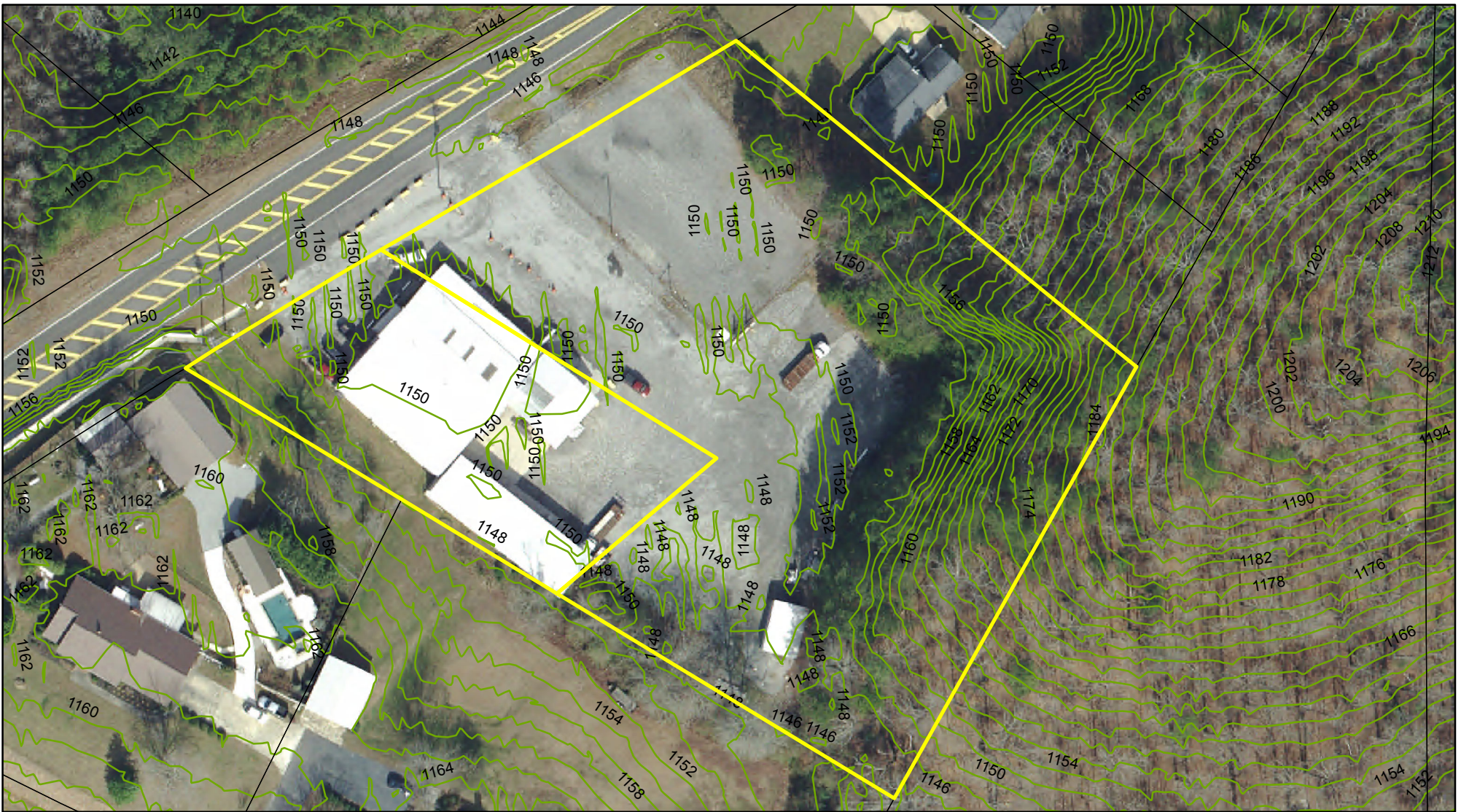
Parcels 104-052 and 104-053 Current Zoning



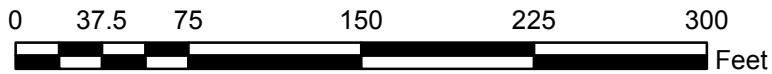
53

Legend

 Parcel	Zoning	 RMF	 C-01
 Historic District	ZONING_CLASS	 RMHP	 C-CB
 MIXED USE VILLAGE	 RT	 C-HB	 C-IR
 RA	 RS	 RRE	 C-PCD
 RPC	 RSR	 RSRMM	 C-RB
 RL	 VC	 C-TB	 CT
	 VCR		



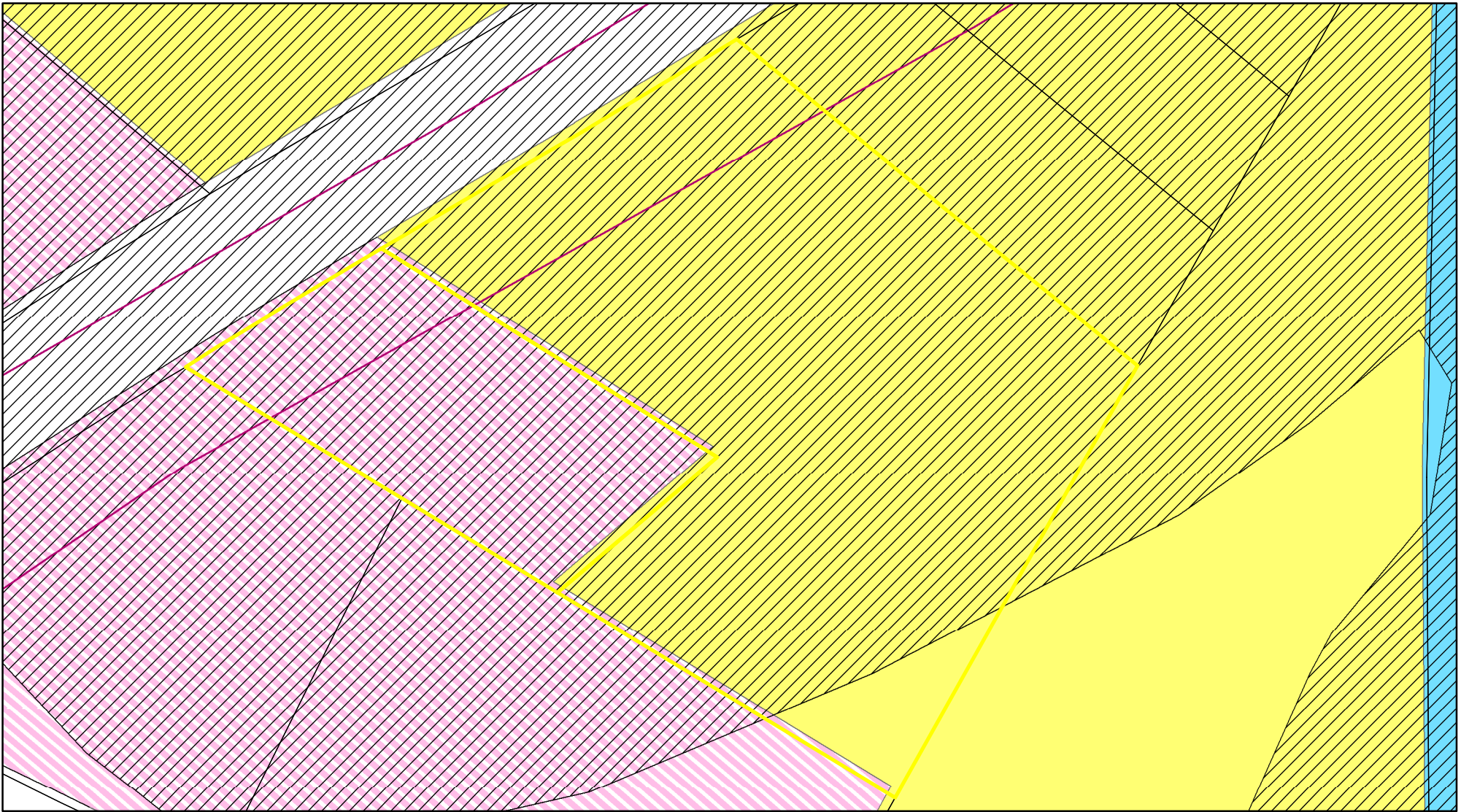
Parcels 104-052 and 104-053 Aerial and Topo



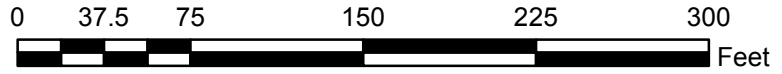
54

Legend

- Parcel
- 2' Contours - south central



Parcels 104-052 and 104-053 FLUP



Legend

Parcel	Future Landuse	Lakefront Residential	Transportation/Communication/Utilities
Parcel	Exurban Residential	Commercial - Highway	Agriculture
Parcel	Rural Residential	Crossroads Commercial	Parks/Recreation/Conservation
Parcel	Sub-Rural Residential	Campus-Style Business Park	Forestry
Parcel	Suburban Residential	Office/Professional	Water
Parcel	Planned Residential Community	Mixed Use Village	Water Supply Protection Area
Parcel	Town Residential	Public/Institutional	
Parcel	Multiple-family Residential	Light Industrial	

55

Backup material for agenda item:

3. ZA 16-09- Jeff Wasserman on behalf of PV Club, LLC, has made a request to amend the current comprehensive plan for the 107.26 acres currently zoned CPCD (Commercial Planned Comprehensive Development). The properties are located at TMPs 110-033-113, 110-033-114, 110-033 and 111-004.

DAWSON COUNTY REZONING APPLICATION

This portion to be completed by Zoning Administrator

ZA 16-09 Tax Map & Parcel # (TMP): 110-033-113, 110-033-114, 110-033-111-004
Submittal Date: 8-12-16 Time: 10:06 am/pm Received by: [Signature] (staff initials)
Fees Assessed: 2500.00 Paid: Ck # 6361 Commission District: _____
Planning Commission Meeting Date: 9-20-16
Board of Commissioners Meeting Date: 10-20-16

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Jeff Wasserman on behalf of PV Club LLC
Address: 49 Valley Drive, Dawsonville, GA 30534

Phone: Listed 706-265-6110 Email: Business pvmanager@windstream.net
 Unlisted _____ Personal _____

Status: Owner Authorized Agent Lessee Option to purchase

Notice: If applicant is other than owner, enclosed Property Owner Authorization form must be completed.

I have /have not participated in a Pre-application meeting with Planning Staff.

If not, I agree /disagree to schedule a meeting the week following the submittal deadline.

Meeting Date: 7/28/2016 Applicant Signature: [Signature]

PROPERTY OWNER/PROPERTY INFORMATION

Name: PV Club LLC

Street Address of Property being rezoned: 49 Valley Drive

Rezoning from: C-PCD to: C-PCD Total acreage being rezoned: 107.26

Directions to Property: GA 136 E to Cothran Road, right onto Cothran Road, right onto Valley Drive.

APPLICANT CERTIFICATION



I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning of special use application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature  Date 8-11-16
Witness  Date 8/11/2016

WITHDRAWAL

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application # _____

Signature _____ Date _____

Withdrawal of Application:

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.

NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: 

Applicant Printed Name: Jeff Wasserman

Application Number: _____

Date Signed: 8/11/2016

Sworn and subscribed before me

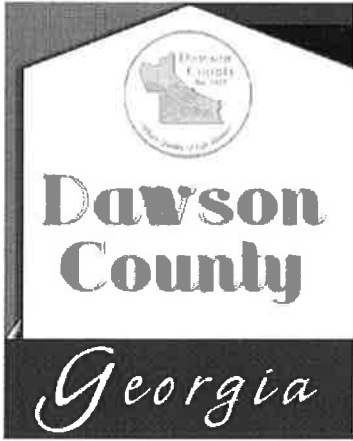
this 8 day of AUGUST, 2016.

Rachel G. Burton

Notary Public

My Commission Expires: 11/1/2016





[HOME](#)

[PROPERTY](#)

[GENERAL
INFORMATION](#)

[FREQUENTLY ASKED
QUESTIONS](#)

[MOTOR
VEHICLES](#)

[LINKS](#)

Tax Search and Pay

Overview and Pay

[View / Print Bill](#)

[View / Print Receipt](#)

[Address Change](#)

PV CLUB LLC
 C/O JEFF WASSERMAN
 49 VALLEY DR
 DAWSONVILLE, GA30534

Tax Year: 2015
Bill Number: 10488
Parcel Number: 110 033

[View / Pay Government Records](#)
[Search For Additional Records](#)

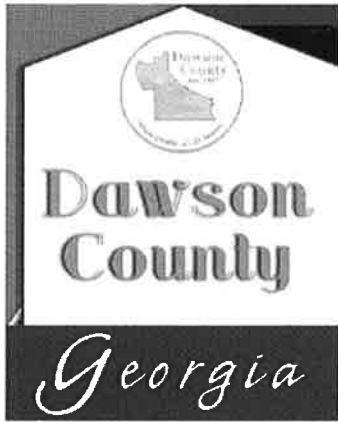
Date Due: 12/01/2015
Base Amount Due: \$25,486.07
Penalties & Interest: \$0.00
Fees: \$0.00

Payment Status: Paid
Paid Date: 11/23/2015
Paid Amount: \$25,486.07
Balance Due: \$0.00

Map: 110 033
District: DAWSON COUNTY UNINCORPORATED

Description: LL 443 472 473 LD 13 N

© Copyright Dawson County, Georgia 2016



[HOME](#)

[PROPERTY](#)

[GENERAL INFORMATION](#)

[FREQUENTLY ASKED QUESTIONS](#)

[MOTOR VEHICLES](#)

[LINKS](#)

Tax Search and Pay

- [Overview and Pay](#)
- [View / Print Bill](#)
- [View / Print Receipt](#)
- [Address Change](#)

PV SOUTHEAST LLC C/O JEFF WASSERMAN 49 VALLEY DR DAWSONVILLE, GA30534	Tax Year: 2015 Bill Number: 10531 Parcel Number: 111 004	View / Print Bill Request for Additional Records
Date Due: 12/01/2015 Base Amount Due: \$911.81 Penalties & Interest: \$0.00 Fees: \$0.00	Payment Status: Paid Paid Date: 11/23/2015 Paid Amount: \$911.81 Balance Due: \$0.00	
Map: 111 004 District: DAWSON COUNTY UNINCORPORATED	Description: LL 501 502 LD 13-N	

© Copyright Dawson County, Georgia 2016

Layers Legend

Parcel Numbers

Address Numbers

Yearly Sales

Roads

USA Major Highways

Railroads

City Labels

Streams and Rivers

Lakes

Flood Map

County Outlines

State Outlines

2015 Aerial Photos

2010 Aerial Photos

2013 Aerial Photos

Parcel ID: 111 004

Class Code: Agricultural

Tracing District: UNINCORPORATED

Acres: 7.95

(Note: Not to be used on legal documents)

Owner: PV SOUTHEAST LLC
 C/O JEFF WASSERMAN 49 VALLEY DR
 DAWSONVILLE GA 30534

Physical Address: n/a
 Assessed Value: Value \$10,486

Last 2 Sales	Date	Price	Reason	Qual
	5/19/2011	\$0	GF	U
	4/2/2009	\$200000	LM	Q

**DAWSONVILLE UTILITY SERVICES, LLC
HIDDEN VALLEY RESORTS, INC
LODGES AT PARADISE VALLEY, LLC**

DESIGN FOR THE PROPOSED DEVELOPMENT OF
TRACT 1 & 2 FOR THE PROPOSED DEVELOPMENT OF
TRACT 3 FOR THE PROPOSED DEVELOPMENT OF
TRACT 4 FOR THE PROPOSED DEVELOPMENT OF

TRACT 1 = 31.483 ACRES
TRACT 2 = 43.609 ACRES
TRACT 3 = 0.600 ACRES

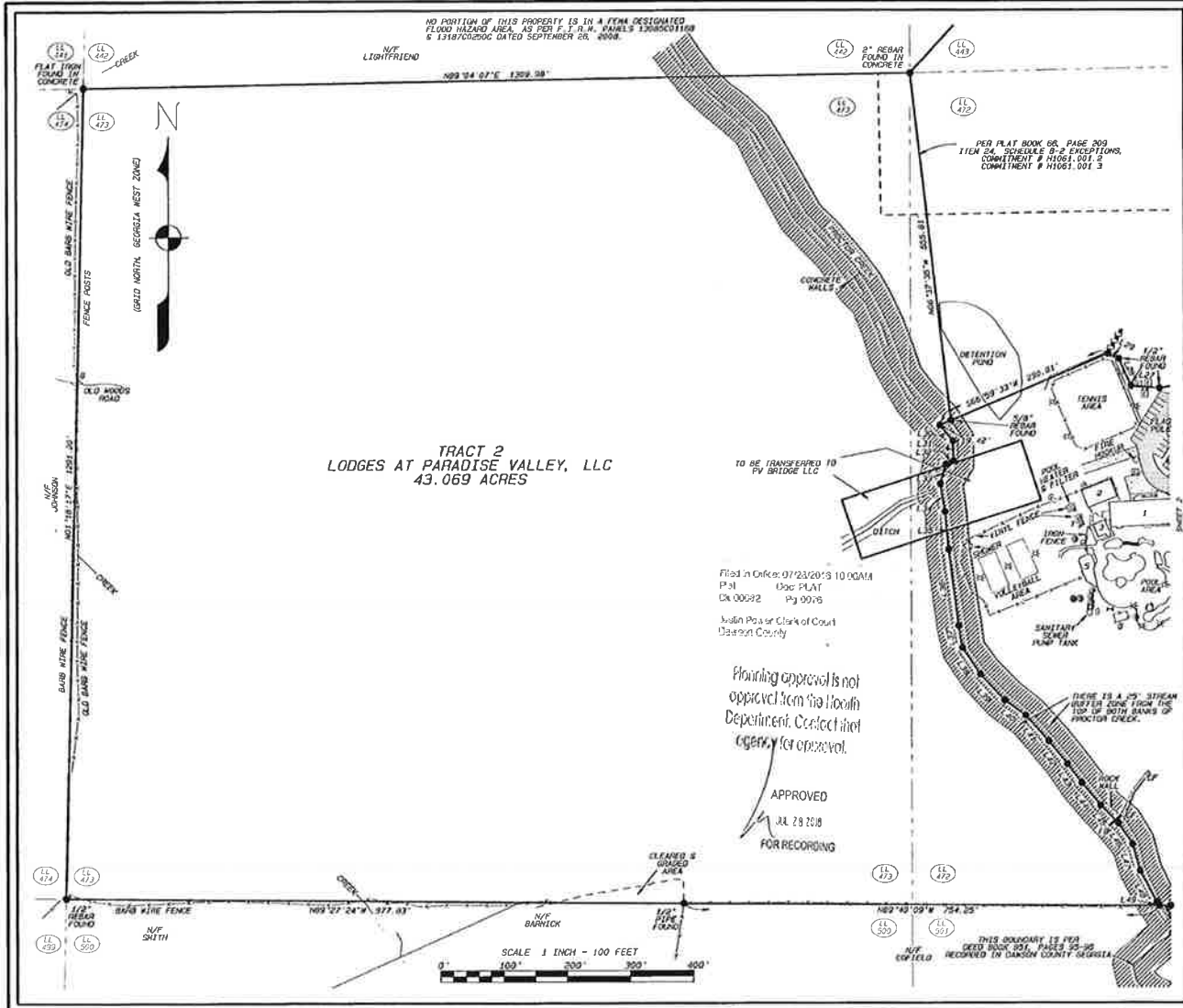
Having conducted
aerial and field
surveys and
found that the
proposed
development
is in
conformance
with the
requirements
of the
ordinances
of the
City of
Dawsonville,
Georgia.



**DAWSONVILLE UTILITY SERVICES, LLC
HIDDEN VALLEY RESORTS, INC
LODGES AT PARADISE VALLEY, LLC**

GEOIMAGE
LAND SURVEYING & ENGINEERING, INC.

1000 W. MAIN ST., SUITE 100
DAWSONVILLE, GA 30701
706.844.1111
www.geoimage.com



NO PORTION OF THIS PROPERTY IS IN A FEMA DESIGNATED FLOOD HAZARD AREA, AS PER F.T.R.M. PANELS 1300001169 & 1318700206 DATED SEPTEMBER 26, 2009.

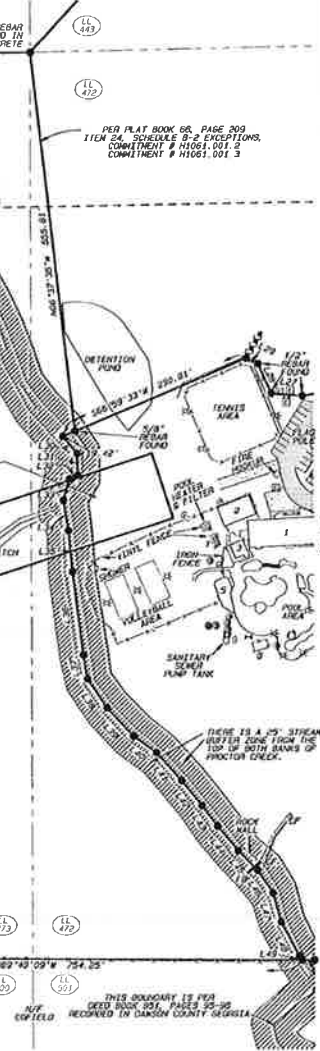
**TRACT 2
LODGES AT PARADISE VALLEY, LLC
43.069 ACRES**

Filed in Office: 07/23/2018 10:00AM
P:31 Doc: PLAT
Ck: 00692 Pg: 00/76

Justin Post or Clerk of Court
Dawson County

Planning approval is not approved from the Health Department. Contact that Agency for approval.

APPROVED
JUL 28 2018
FOR RECORDING



ALTA SURVEY FOR

DANSONVILLE UTILITY SERVICES, LLC HIDDEN VALLEY RESORTS, INC LODGES AT PARADISE VALLEY, LLC

LAND LOTS 443, 472, 475, NORTH HALF 18TH DISTRICT, 1ST SECTION
DANSON COUNTY, GEORGIA

DATE: MARCH 20, 2009
REV.: JULY 26, 2018

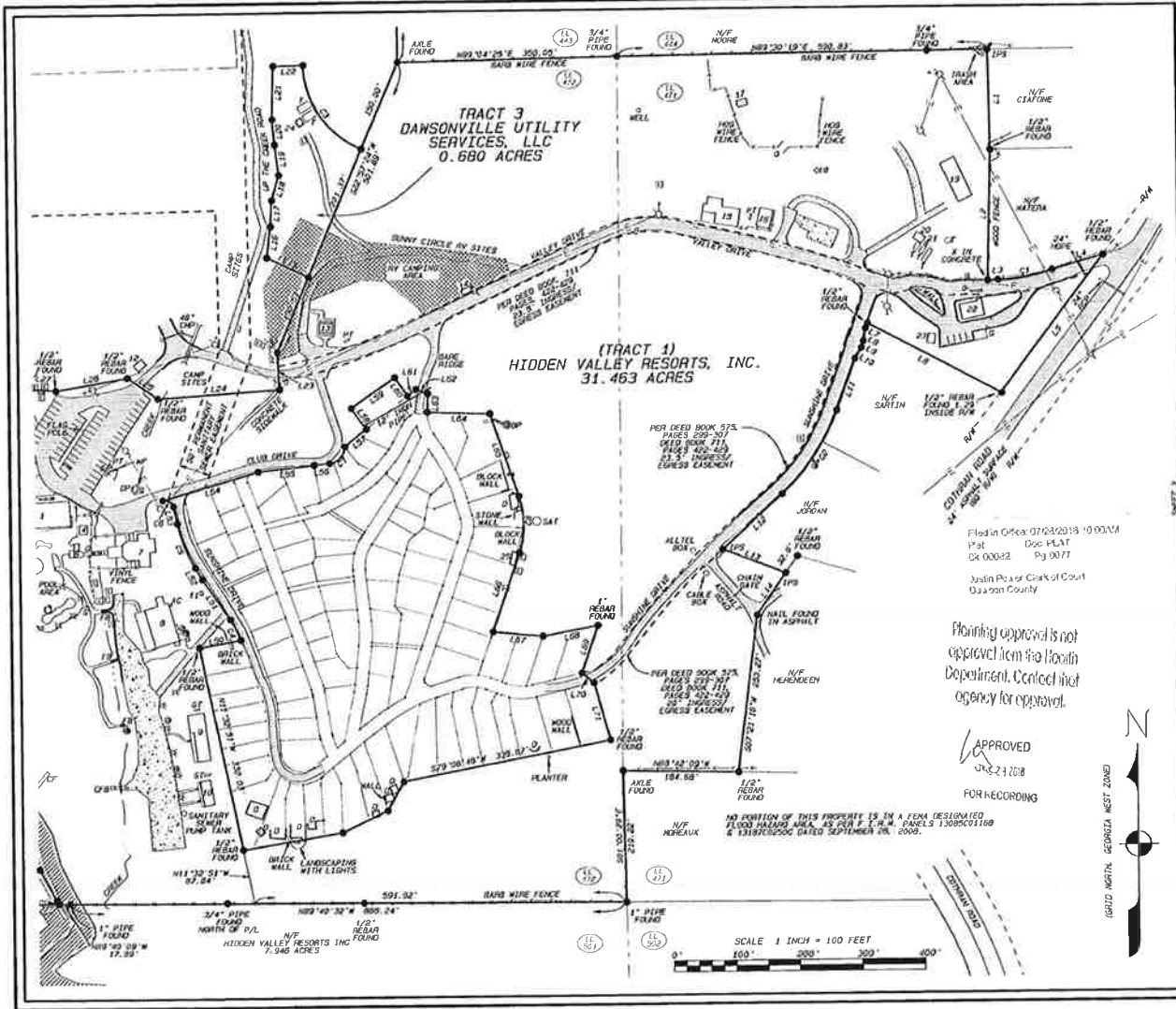
FIELD CHECK BY: JGP/CCV
DRAWN BY: JGP

650 FILE: 2009 PV MASTER
N/C FILE: 2009 PV MASTER

DRAWING ACROSS: 09

THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE GEORGIA PROFESSIONAL SURVEYOR ACT, CHAPTER 37, ARTICLE 2, AND THE GEORGIA PROFESSIONAL SURVEYOR BOARD RULES. THIS SURVEY IS A PART OF A SURVEY FOR THE PURPOSES OF A SUBDIVISION OF LAND FOR RECORDING IN THE PUBLIC RECORDS OF DANSON COUNTY, GEORGIA. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF GEOIMAGE, LLC. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF GEOIMAGE, LLC.

GEOIMAGE
21 DANCO STREET, DANALONGA, GEORGIA 30033
PHONE: (770) 864-7598



DANSONVILLE UTILITY SERVICES, LLC
HIDDEN VALLEY RESORTS, INC.
LODGES AT PARADISE VALLEY, LLC

DATE: MARCH 20, 2009
 REV.: JULY 26, 2015
 FIELD BOOK: 10/10/09/02/06
 DRAWN BY: JF
 DATE FILED: 3/20/09 BY MASTER
 DRAWING NO.: 2009-0303-0305



GEOIMAGE
 21 BENTON STREET, DANLON, GEORGIA 30533
 PHONE: 770.666.7798

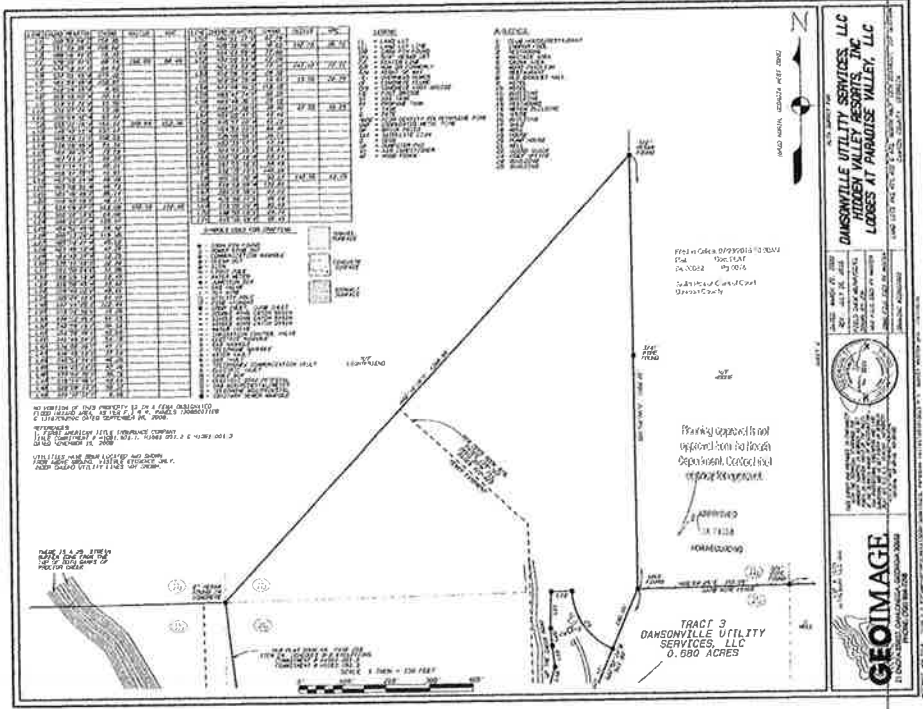
Filed in Office 07/24/2015 10:00 AM
 Plat Doc PLAT
 04 00042 Pg 0077
 Justin Plover, Clerk of Court
 Dawson County

Planning approval is not
 approved from the Health
 Department. Contact that
 agency for approval.

APPROVED
 JF 2-3-2018
 FOR RECORDING

NO PORTION OF THIS PROPERTY IS IN A FEMA DESIGNATED
 FLOOD HAZARD AREA AS PER F.T.R.M. PARCELS 13085091169
 & 1318702502 DATED SEPTEMBER 20, 2008.





Niki McCall

From: Rachel Burton, PLA <rburton@davisengineers.com>
Sent: Friday, August 19, 2016 11:21 AM
To: Niki McCall; pvmanager@windstream.net
Subject: PVR Revised Master Plan & Letter of Intent
Attachments: 16-214 Paradise Valley Master Plan Update 8.19.16.pdf; 16-214 Paradise Valley Master Plan Update - Existing vs. Proposed 8.19.16.pdf; Letter of Intent - Revised 8.19.2016.pdf

Niki,

Attached please find the revised master plan and letter of intent for Paradise Valley's rezoning case. The following revisions have been made to the master plan:

1. Labeled southern gated entrance to "Gated Emergency Access".
2. Changed building setback on proposed R-A 2.00 acre parcel from 20' to 35'.
3. Added a proposed wine bar north of the proposed indoor recreation center.

Please let me know if you have any questions.

Thank you,

Rachel Burton, PLA



Davis Engineering & Surveying, LLC
81 Crown Mountain Place | A400
Dahlonega, Georgia 30533
(P)706.864.0012 | (F)706.864.0052 | (C)706.340.4929

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents and information contained in this email is strictly prohibited.

August 19, 2016

Jeff Wasserman
PV Club LLC
49 Valley Drive
Dawsonville, GA 30534

Dawson County Planning Commission
& Board of Commissioners
25 Justice Way
Dawsonville, GA 30534

Dear Dawson County Planning Commission
& Board of Commissioners:

The master plan for Paradise Valley Resort was last updated in 2008. At this time I would like to incorporate an additional 5.946 acres adjacent to the south of the property for 22 proposed recreational vehicle sites and 16 proposed tent sites. This area would be accessed through the main entrance of Paradise Valley Resort. As business has grown over the years the demand for more rental sites has been requested. To accommodate the requests I would like to add 22 proposed tent sites and 6 cabins for rental and a proposed wine bar to customers on the existing zoned C-PCD property as shown on the revised master plan. The previously approved tennis courts have been replaced with a proposed indoor recreation center as well.

The 50' undisturbed buffer will be maintained on the additional 5.946 acreage as shown. The percentage of open space for the development is 49%, which exceeds the minimum 30% required by the original rezoning stipulations for this property.

Please feel free to contact me with any questions or concerns of the revised master plan at 706-265-6110. I appreciate your consideration and time concerning this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff Wasserman".

REVISION	DATE	DESCRIPTION
1	8/18/16	COMPLY COMMENTS

REVISED MASTER PLAN FOR:
PARADISE VALLEY RESORT
 LAND LOTS 442, 443, 444, 471, 472, 473,
 500, 501 & 502 NORTH HALF 13TH DISTRICT
 DAWSON COUNTY, GEORGIA

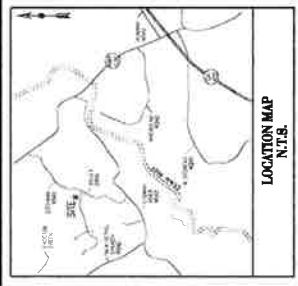
DRAWN BY: PSL/ASE
 CHECKED BY: JMD
 DATE: 8/22/16

SHEET NO.
 1 OF 1

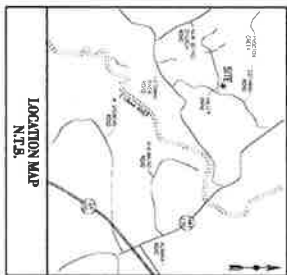
PROJECT NO.
 2016-214



OWNER:
 BY: CUYI LLC
 49 VALLEY DRIVE
 DAWSONVILLE, GA 30584
 ATTN: JEFF WASSERMAN
 (706) 265-6110

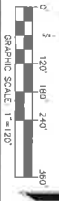


2016 MASTER PLAN UPDATE ADDITIONS:
 PROPERTY ZONING = C-30(2)
 TOTAL SITE ACREAGE = 107.26 ACRES
 ACREAGE BEING ADDED TO C-30(2) = 5.946 ACRES
 BUFFER ACREAGE = 12.62 ACRES
 TOTAL SITE - BUFFERS = 94.74 ACRES
 PROPOSED ACREAGE = 46.96 ACRES (49%)
 PROPOSED RV SITES = 22
 PROPOSED CABINS = 6
 PROPOSED INDOOR RECREATION CENTER = 1
 PROPOSED WINE BAR = 1



OWNER:
 PV CLUB LLC
 49 VALLEY DRIVE
 DAWSONVILLE, GA 30034
 ATTN: CRYSTAL HASTEMAN
 (706) 268-9110

2016 MASTER PLAN UPDATE ADDITIONS:
 PROPERTY ZONING = C-PCD
 TOTAL SITE ACREAGE = 107.26 ACRES
 BUFFER ACREAGE = 11.71 ACRES
 TOTAL SITE - BUFFERS = 94.74 ACRES
 OPEN SPACE ACREAGE = 45.96 ACRES (49%)
 PROPOSED TENTS = 38
 PROPOSED PV SITES = 2
 PROPOSED WINE BAR = 1
 PROPOSED INDOOR RECREATION CENTER = 1
 PROPOSED WINE BAR = 1



PROJECT NO.
 2016-214

SHEET NO.
 1 OF 1

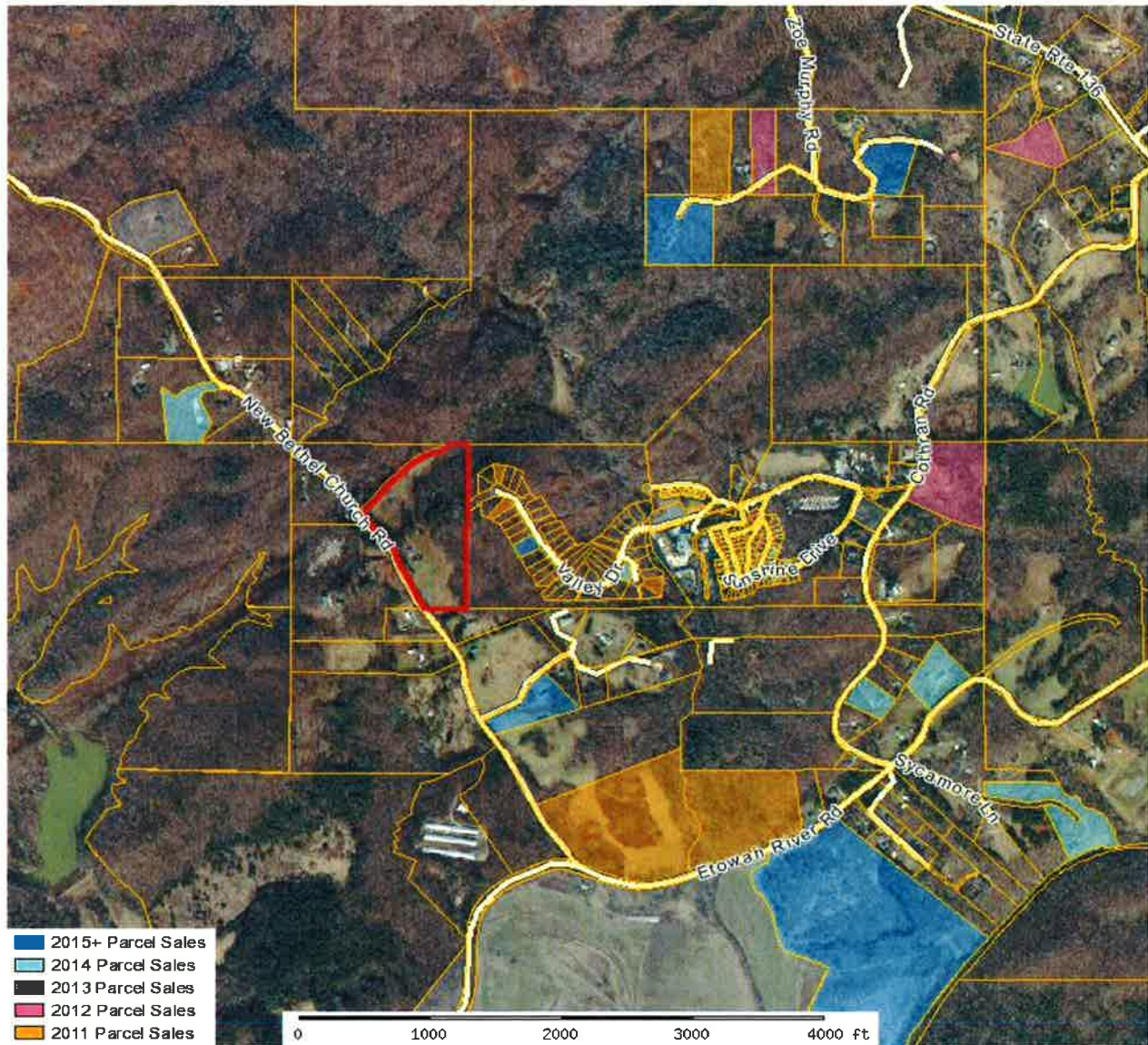
DATE
 9/2/2016

REVISED MASTER PLAN FOR:
 PARADISE VALLEY RESORT
 PROPOSED VS. EXISTING
 LAND LOTS 442, 443, 444, 471, 472, 473
 500, 501 & 502 NORTH HALF 13TH DISTRICT
 DAWSON COUNTY, GEORGIA

70

REVISION	DATE	DESCRIPTION
1	8/19/16	COUNTY COMMENTS

DESS
DAVIS
 ARCHITECTS & DESIGNERS
 87 SOUTH 4-400 AVE
 DALLAS, TEXAS 75241
 PHONE: (972) 854-0122
 FAX: (972) 854-0253
 WWW.DESSARCHITECTS.COM



Dawson County Assessor			
Parcel: 102 030 Acres: 16.8			
Name:	JUAREZ INVESTMENTS LLC	Land Value	\$139,353.00
Site:	1291 NEW BETHEL CH RD	Building Value	\$73,900.00
Sale:	\$21,000 on 11-1979 Reason=FM Qual=Q	Misc Value	\$9,789.00
Mail:	1163 NEW BETHEL CHRUCH RD	Total Value:	\$223,042.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:24:42

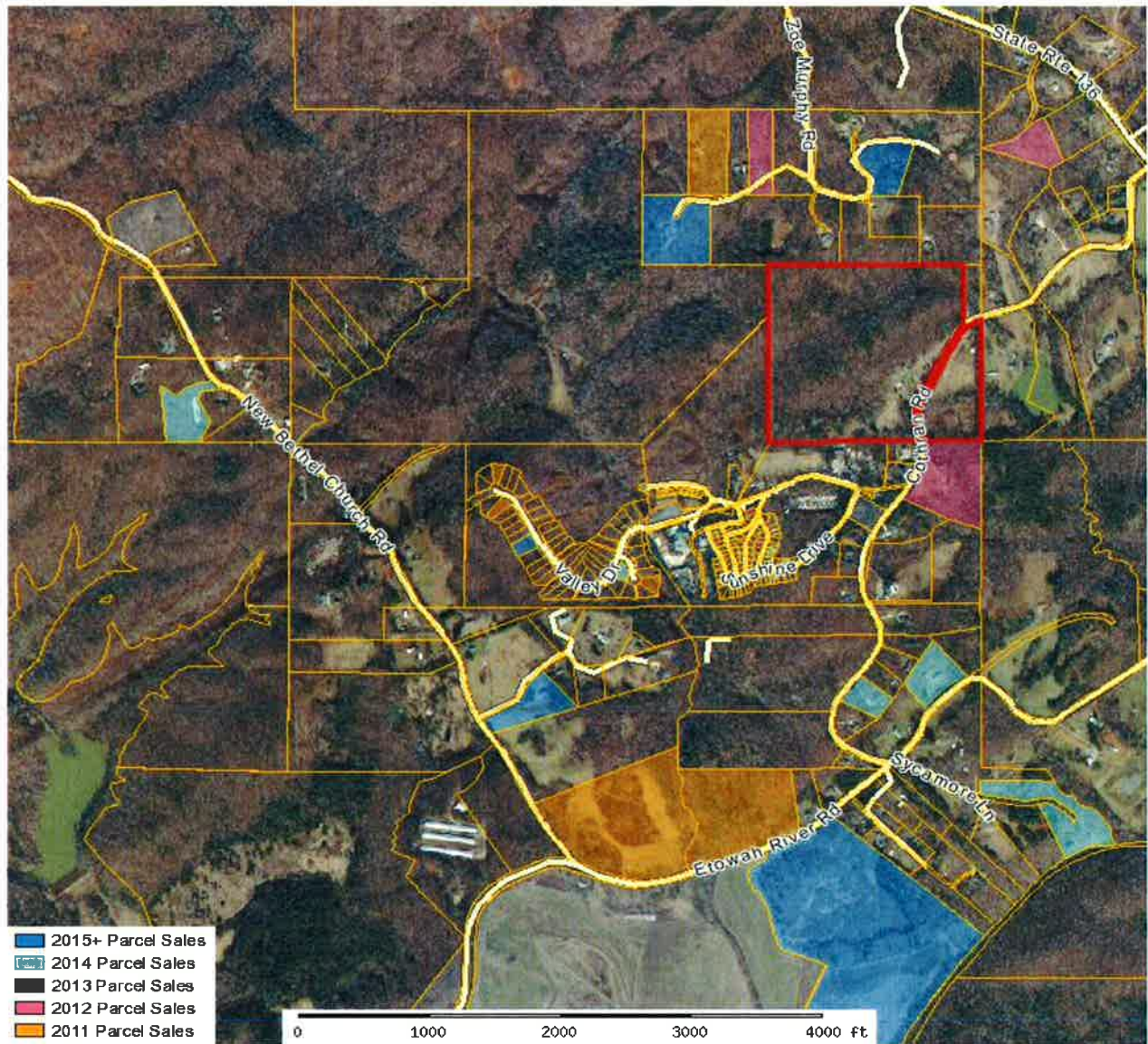


Dawson County Assessor			
Parcel: 110 023 Acres: 119.13			
Name:	BISHOP GARY	Land Value	\$773,760.00
Site:	0	Building Value	\$9,782.00
Sale:	\$550 on 08-1956 Reason=FM Qual=Q	Misc Value	\$3,364.00
Mail:	904 ETOWAH RIVER ROAD DAWSONVILLE, GA 30534	Total Value:	\$786,906.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

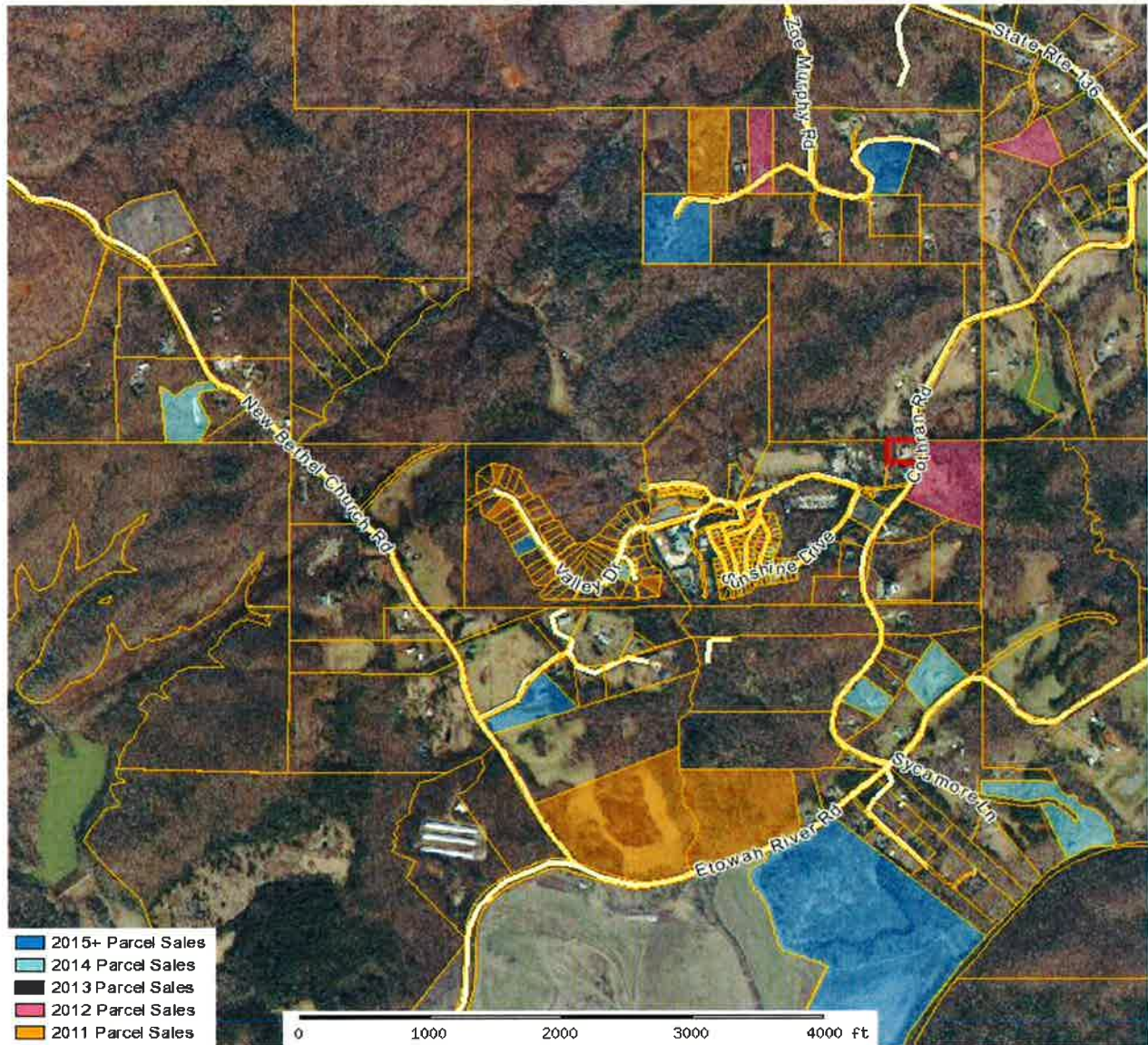
Date printed: 08/22/16 : 16:24:58



Dawson County Assessor			
Parcel: 110 024 Acres: 47.16			
Name:	RIDER MILDRED COTHRAN &	Land Value	\$425,855.00
Site:	61 COTHRAN PLACE	Building Value	\$127,587.00
Sale:		Misc Value	\$12,582.00
Mail:	BENJAMIN L COTHRAN	Total Value:	\$566,024.00
	61 COTHRAN ROAD		
	DAWSONVILLE, GA 30534		



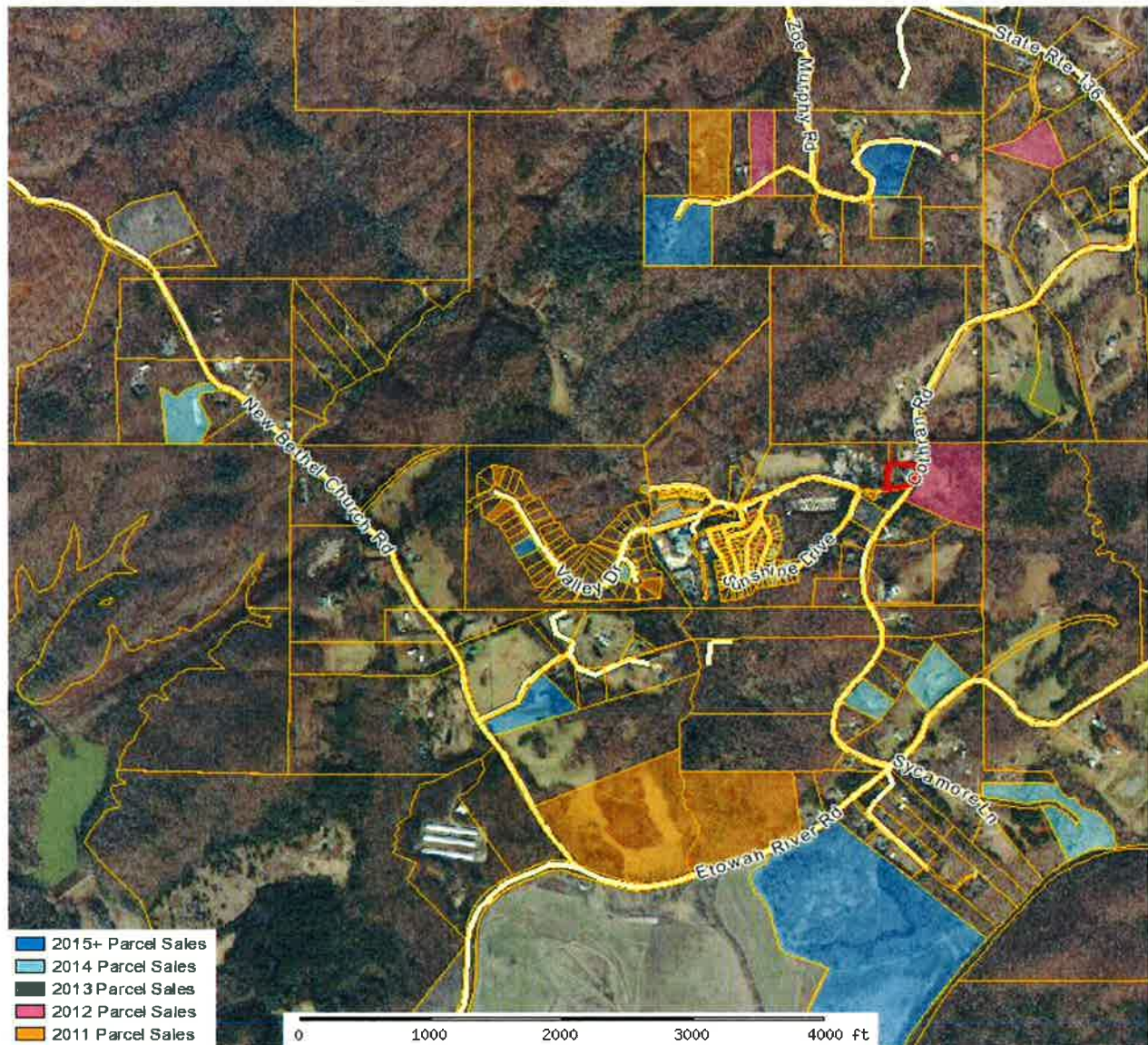
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 08/22/16 : 16:25:17



Dawson County Assessor			
Parcel: 110 033 095 Acres: 1			
Name:	CIAFONE DONNA R	Land Value	\$46,000.00
Site:	537 COTHRAN RD	Building Value	\$195,707.00
Sale:	\$50,000 on 05-2004 Reason=LM Qual=Q	Misc Value	\$16,030.00
Mail:	537 COTHRAN RD	Total Value:	\$257,737.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:25:38

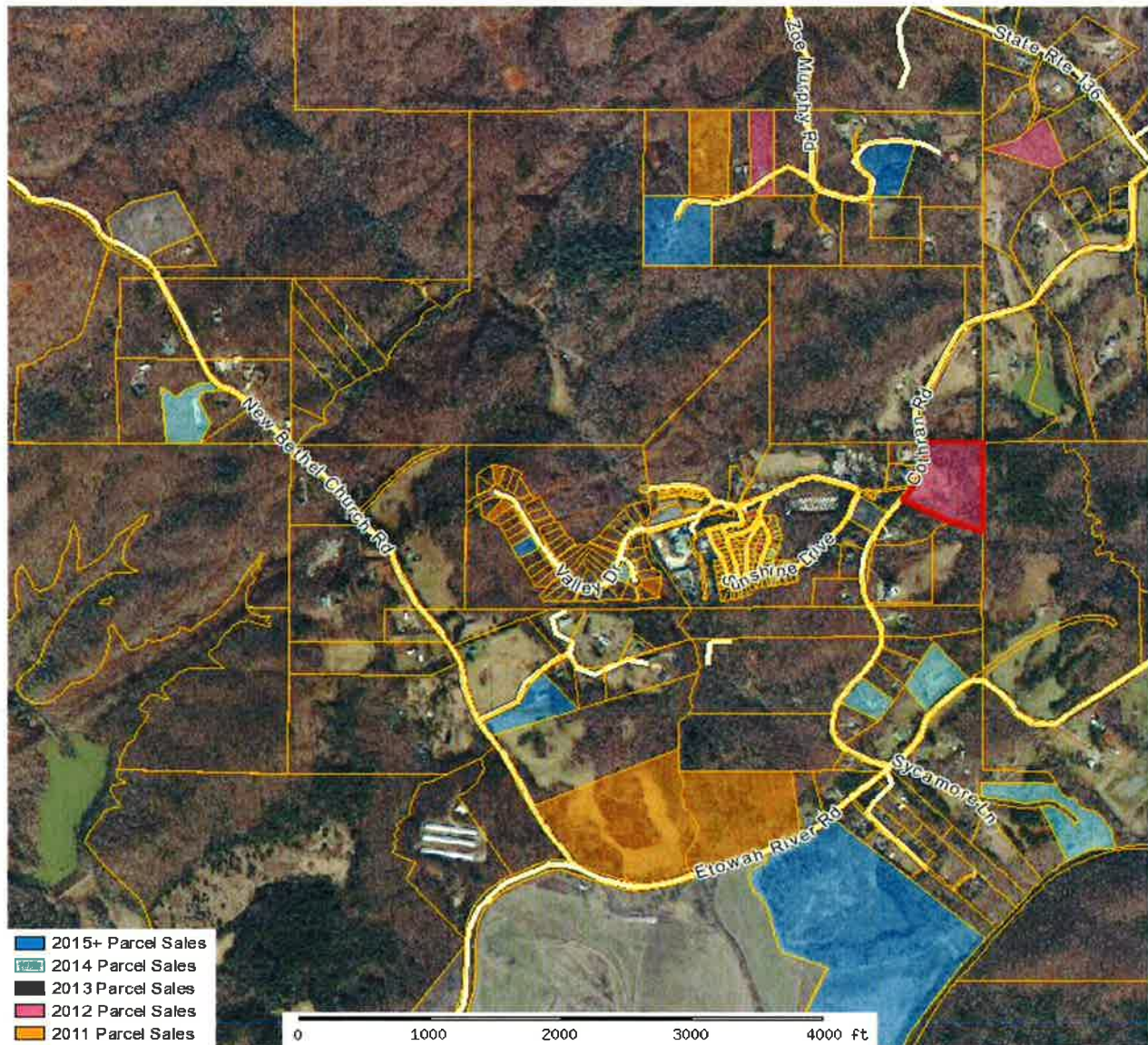


Dawson County Assessor			
Parcel: 110 033 094 Acres: 1			
Name:	MATERA THOMAS & CANDACE	Land Value	\$46,000.00
Site:	527 COTHRAN RD	Building Value	\$152,850.00
Sale:	\$50,000 on 09-2004 Reason=LM Qual=Q	Misc Value	\$5,787.00
Mail:	527 COTHRAN RD	Total Value:	\$204,637.00
	DAWSONVILLE, GA 30534		

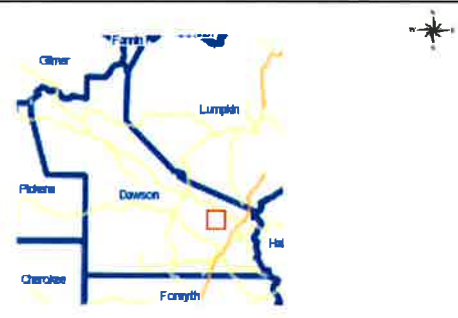


The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/22/16 : 16:25:50



Dawson County Assessor			
Parcel: 110 031 Acres: 6.98			
Name:	CROWDER JULIA A & NATHANIEL JAMES	Land Value	\$80,193.00
Site:	524 COTHAN RD	Building Value	\$58,206.00
Sale:	\$125,000 on 03-2012 Reason=FM Qual=Q	Misc Value	\$20,491.00
Mail:	524 COTHAN RD DAWSONVILLE, GA 30534	Total Value:	\$158,890.00



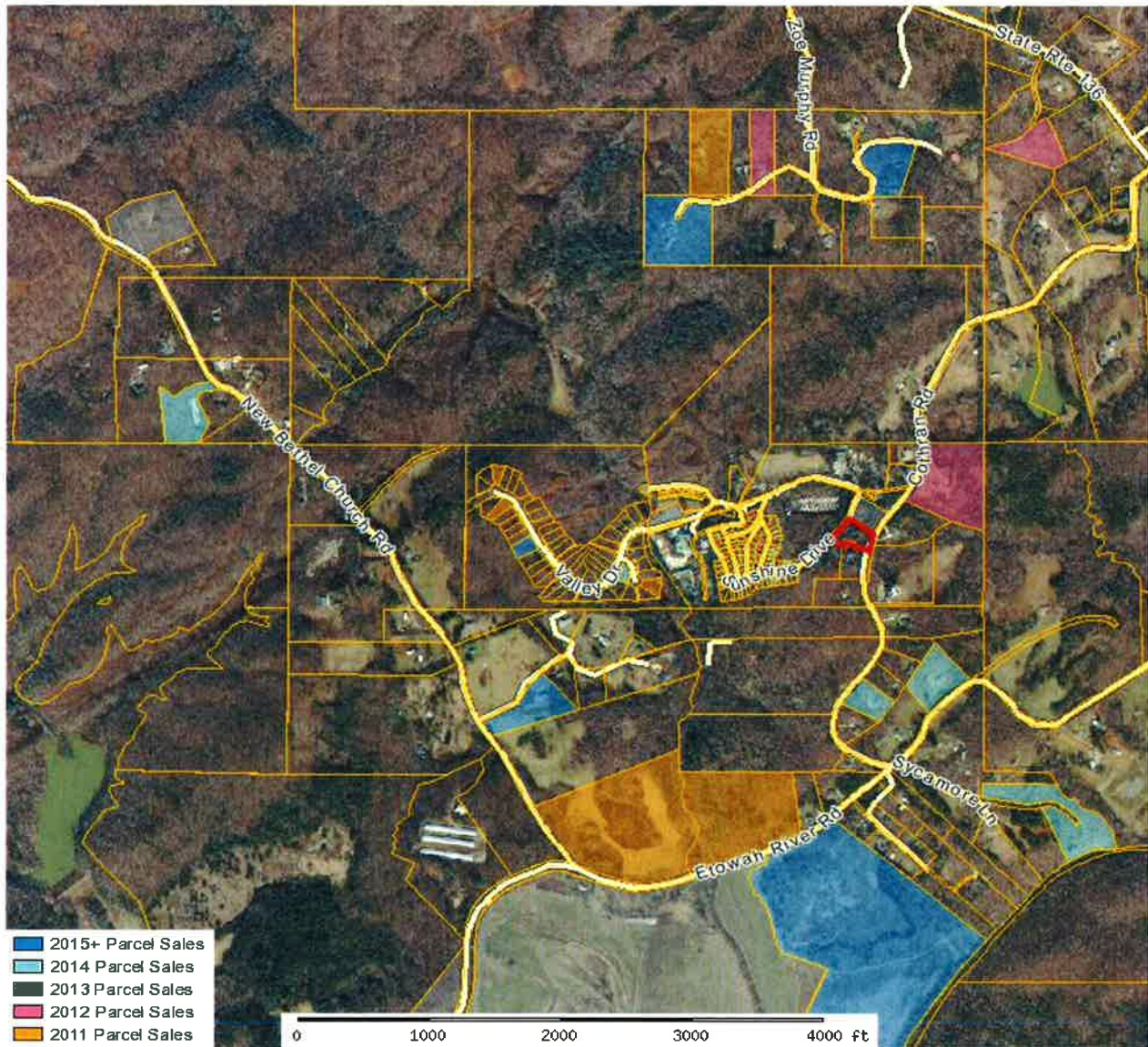
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
Date printed: 08/22/16 : 16:26:17



Dawson County Assessor			
Parcel: 110 033 092 Acres: 1			
Name:	HULEN BEVERLY CARLESE	Land Value	\$46,000.00
Site:	49 VALLEY DR	Building Value	\$16,923.00
Sale:	\$50,000 on 06-2013 Reason=MH Qual=Q	Misc Value	\$2,500.00
Mail:	49 VALLEY DR	Total Value:	\$65,423.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 08/22/16 : 16:26:45

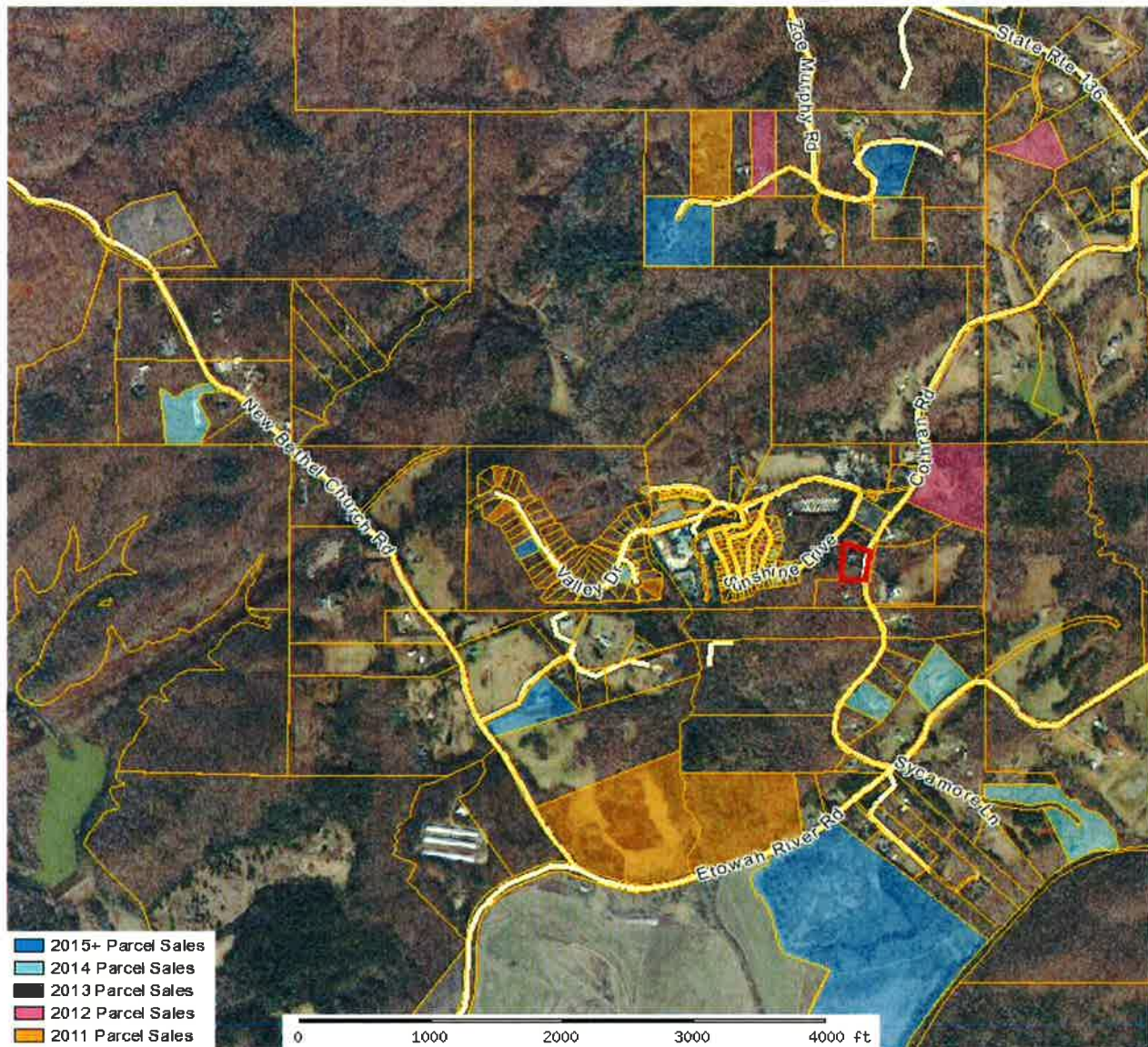


Dawson County Assessor			
Parcel: 110 033 093 Acres: 1			
Name:	JORDAN WILLIAM R	Land Value	\$46,000.00
Site:	0	Building Value	\$0.00
Sale:	\$50,000 on 06-2006 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	49 VALLEY DR BOX 12 DAWSONVILLE, GA 30534	Total Value:	\$46,000.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

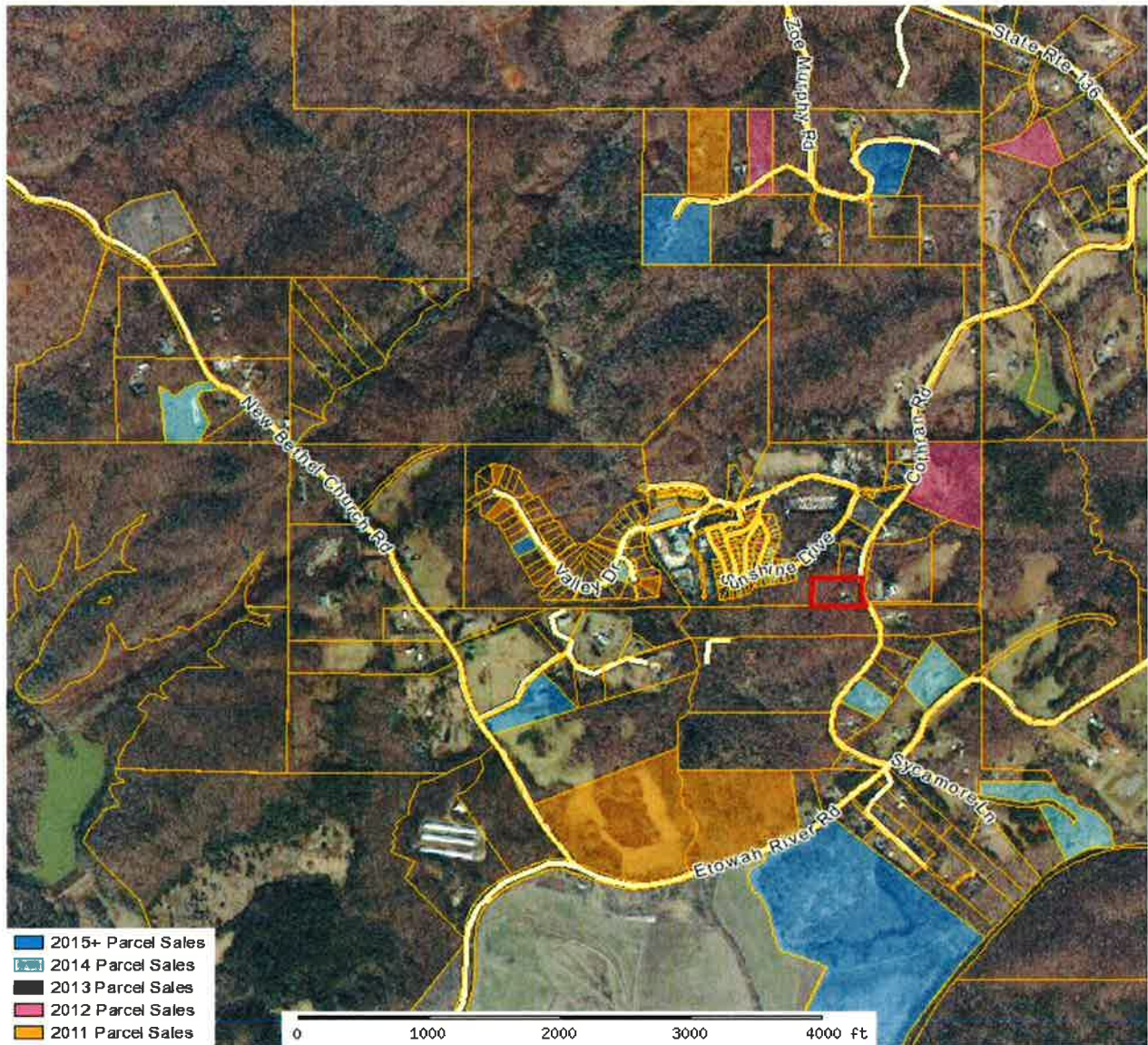
Date printed: 08/22/16 : 16:26:59



Dawson County Assessor			
Parcel: 110 033 001 Acres: 1.87			
Name:	HERENDEEN WILLIAM TERRY &	Land Value	\$35,226.00
Site:	381 COTHRAN RD	Building Value	\$301,359.00
Sale:	\$400,000 on 12-2002 Reason=FM Qual=Q	Misc Value	\$2,500.00
Mail:	BYRNE ELIZABETH J 1915 SWANBOURNE LN LUTZ, FL 33558	Total Value:	\$339,085.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/22/16 : 16:27:12



Dawson County Assessor			
Parcel: 110 032 Acres: 2.2			
Name:	FLYNN ROY	Land Value	\$36,533.00
Site:	319 COTHRAN RD	Building Value	\$60,771.00
Sale:	\$55,000 on 08-2010 Reason=BS Qual=Q	Misc Value	\$5,600.00
Mail:	822 COTHRAN RD DAWSONVILLE, GA 30534	Total Value:	\$102,904.00

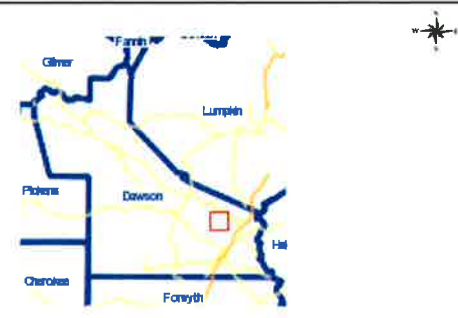


The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

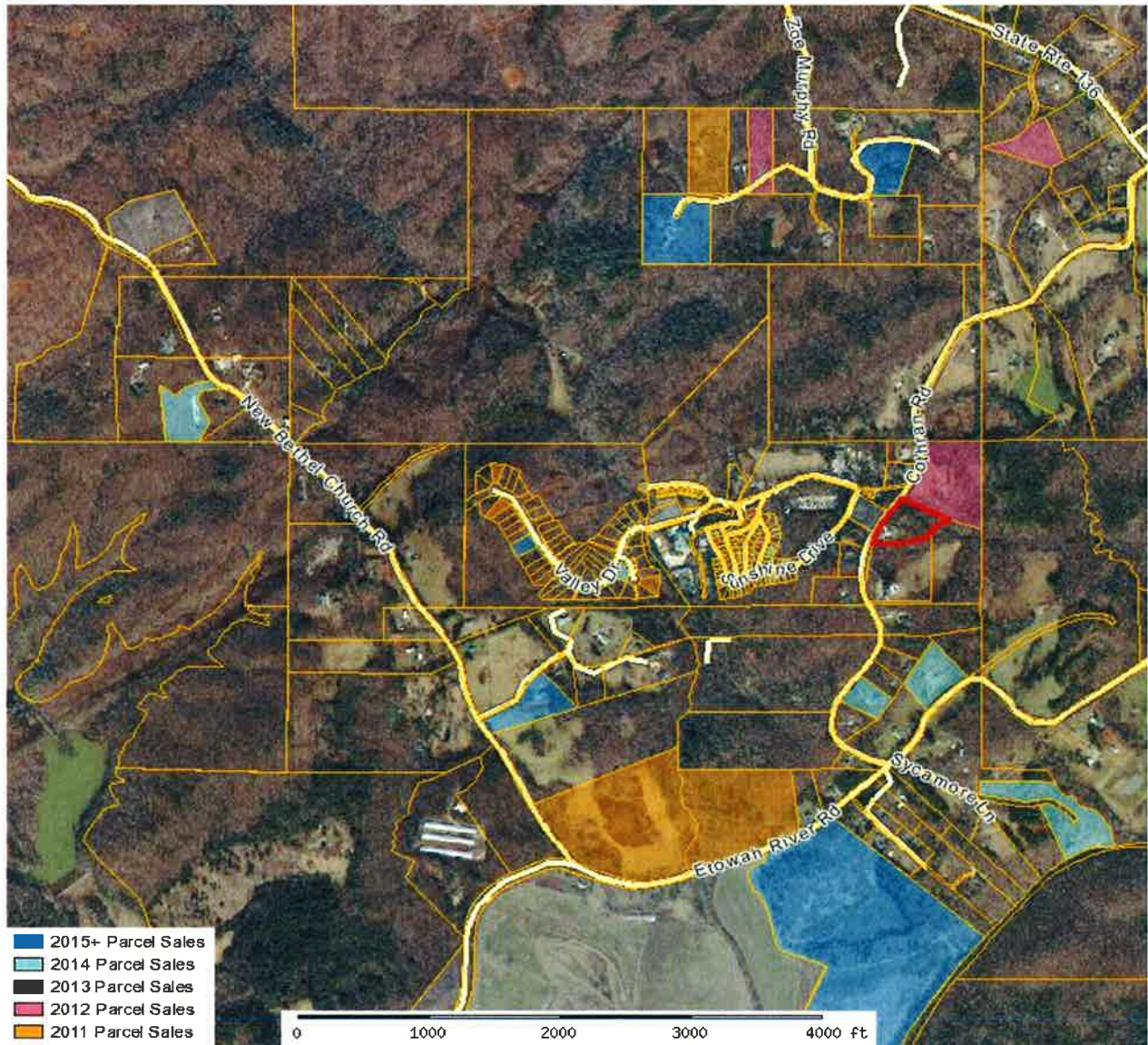
Date printed: 08/22/16 : 16:27:29



Dawson County Assessor			
Parcel: 110 040 Acres: 3.5			
Name:	YOUNG KEITH C & MICHELLE W	Land Value	\$30,821.00
Site:	320 COTHROAN RD	Building Value	\$556,213.00
Sale:	\$50,000 on 04-2000 Reason=LM Qual=Q	Misc Value	\$35,387.00
Mail:	320 COTHROAN RD	Total Value:	\$622,421.00
	DAWSONVILLE, GA 30534		



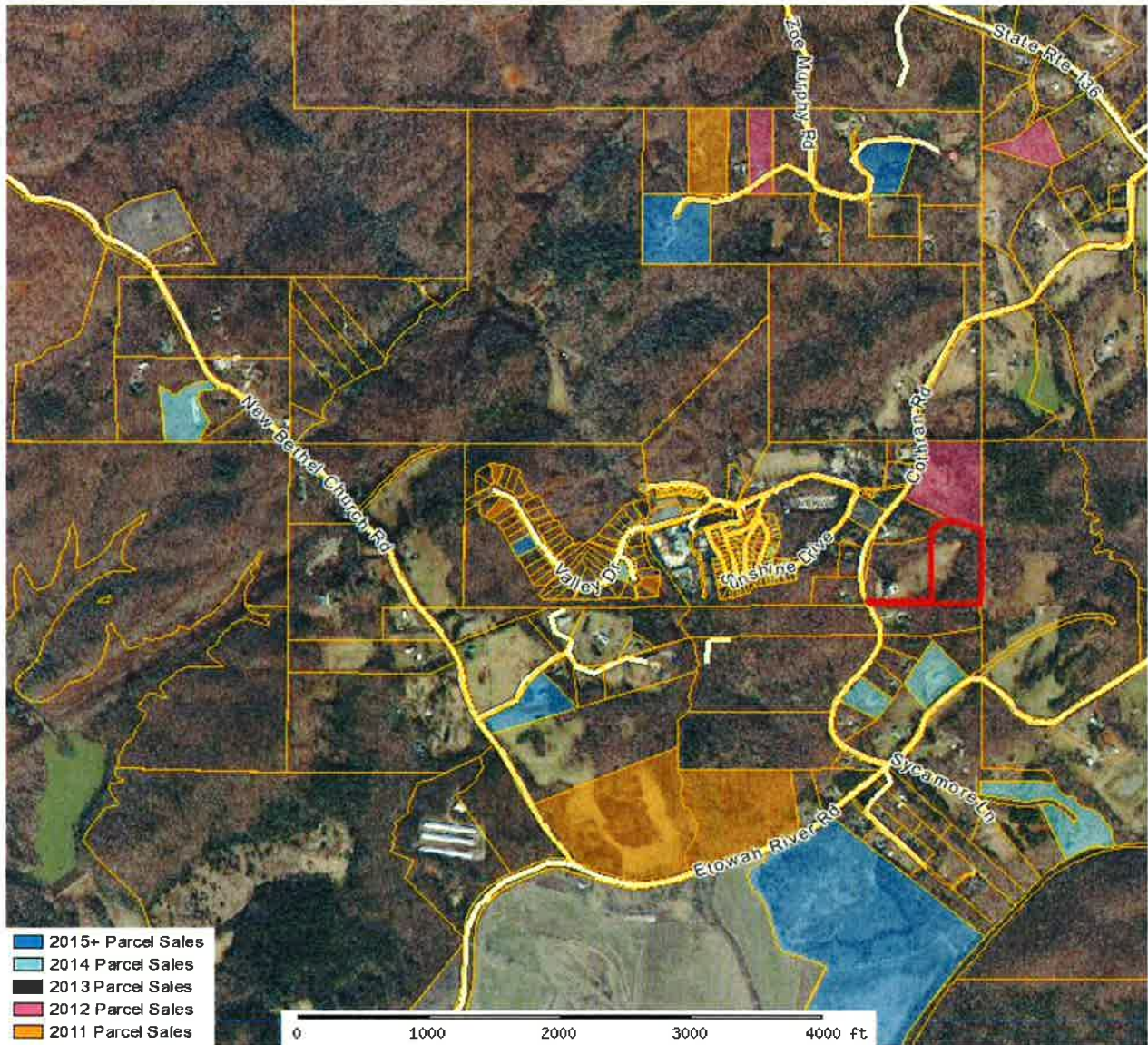
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:27:42



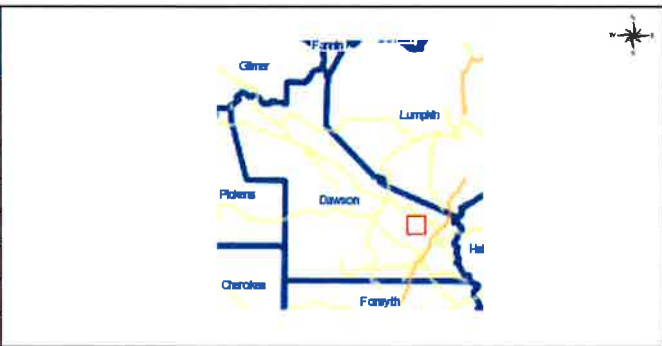
Dawson County Assessor			
Parcel: 110 031 002 Acres: 3			
Name:	MICHELLE LORI M	Land Value	\$46,526.00
Site:	422 COTHAN RD	Building Value	\$250,851.00
Sale:	\$54,000 on 11-2010 Reason=LM Qual=Q	Misc Value	\$13,099.00
Mail:	422 COTHAN RD	Total Value:	\$310,476.00
	DAWSONVILLE, GA 30534		



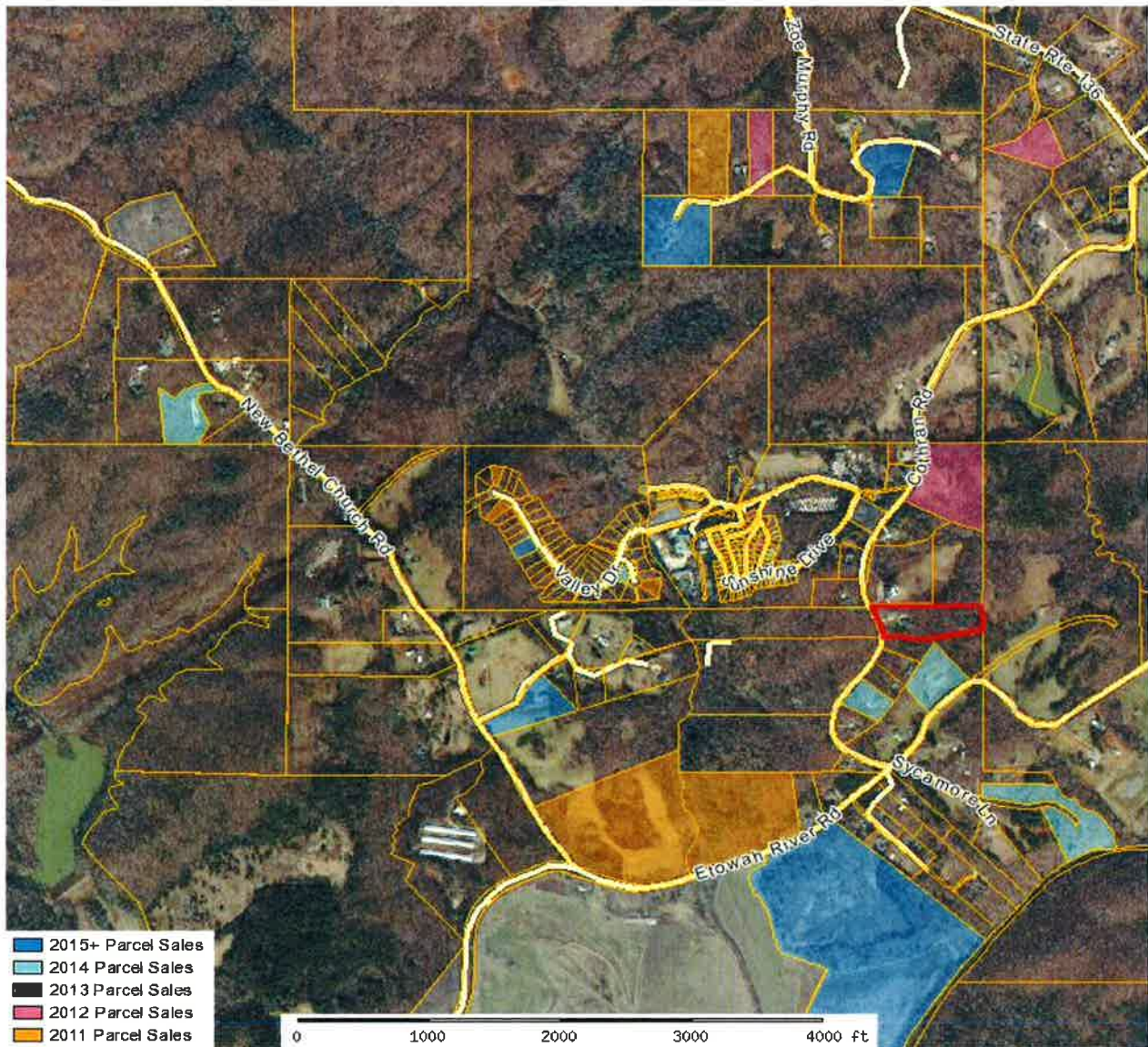
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:27:57



Dawson County Assessor			
Parcel: 110 031 001 Acres: 6.13			
Name:	YOUNG KEITH C & MICHELLE W	Land Value	\$61,361.00
Site:	0	Building Value	\$0.00
Sale:		Misc Value	\$0.00
Mail:	320 COTHRAN RD	Total Value:	\$61,361.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:28:18

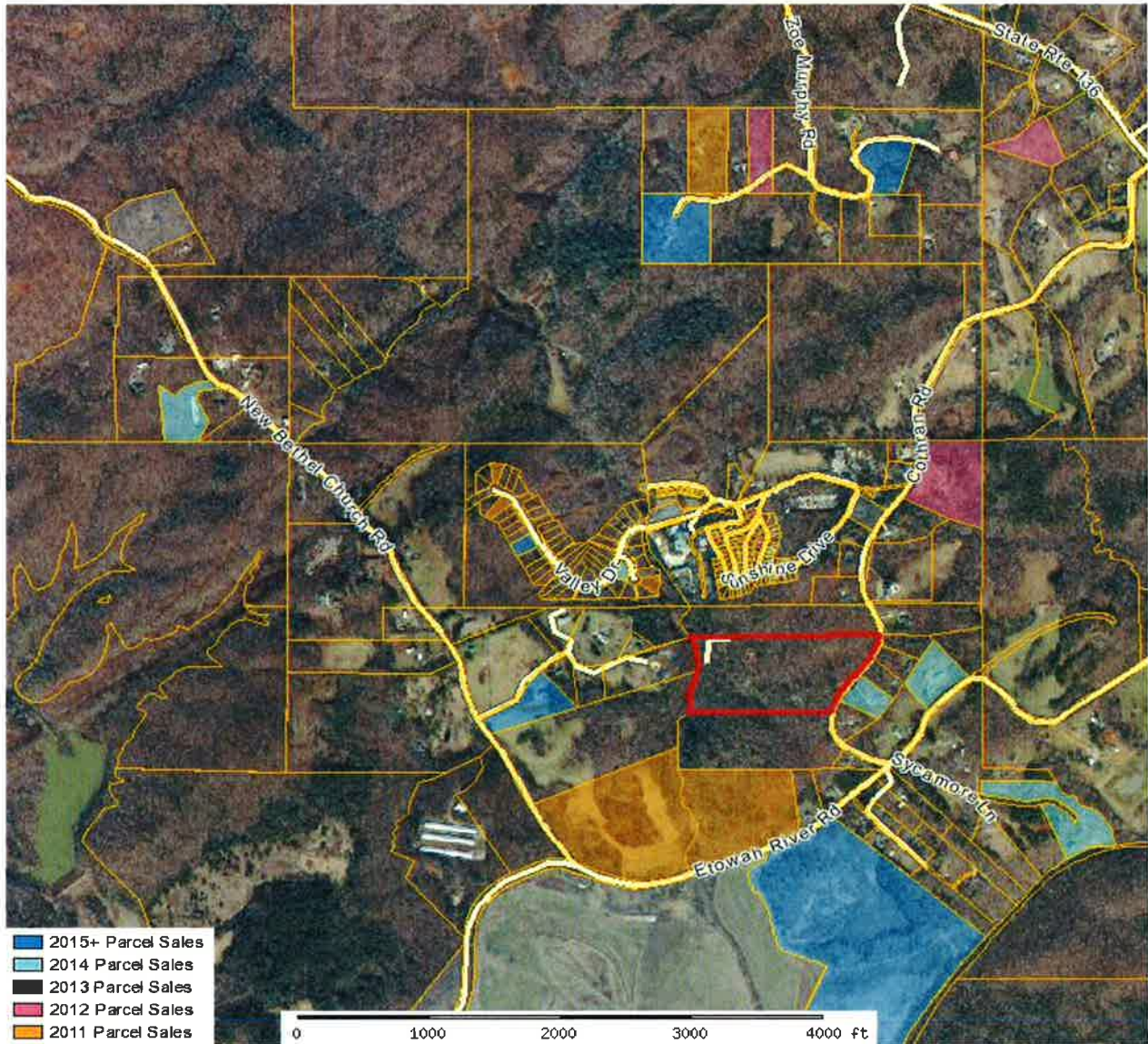


Dawson County Assessor			
Parcel: 111 006 Acres: 2.66			
Name:	TURNER MICHAEL & DANA	Land Value	\$53,200.00
Site:	294 COTHRAN RD	Building Value	\$225,956.00
Sale:	\$43,000 on 02-2001 Reason=LM Qual=Q	Misc Value	\$5,381.00
Mail:	294 COTHRAN RD	Total Value:	\$284,537.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

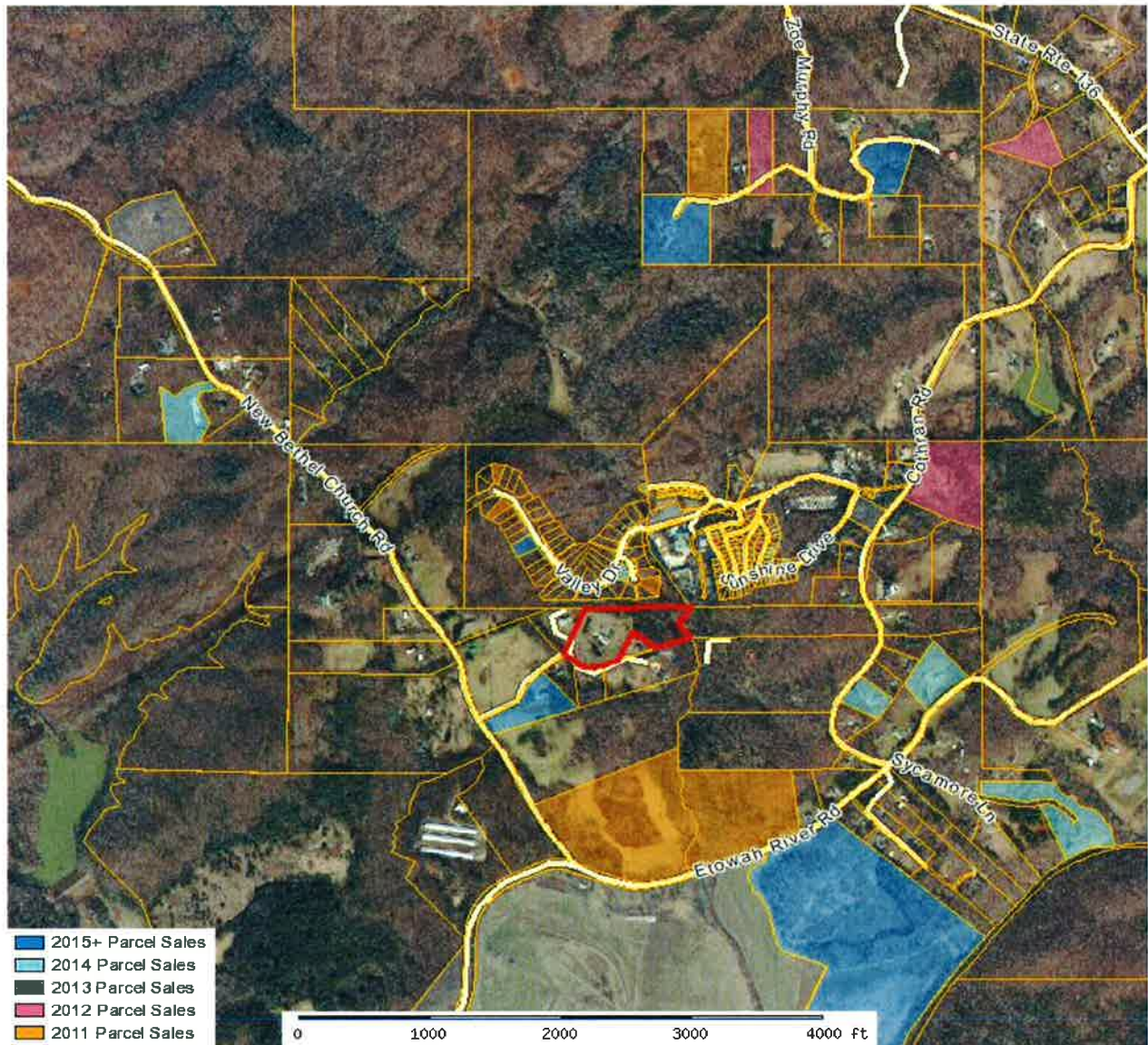
Date printed: 08/22/16 : 16:28:52



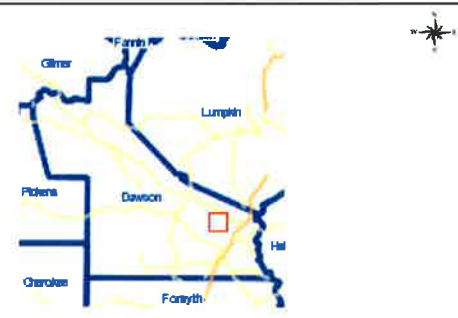
Dawson County Assessor			
Parcel: 111 005 Acres: 19.06			
Name:	WYLIE STEVE & CONNIE	Land Value	\$215,915.00
Site:	177 COTHRAN RD	Building Value	\$36,531.00
Sale:	\$66,000 on 12-1987 Reason=FM Qual=Q	Misc Value	\$17,665.00
Mail:	177 COTHRAN RD	Total Value:	\$270,111.00
	DAWSONVILLE, GA 30534		



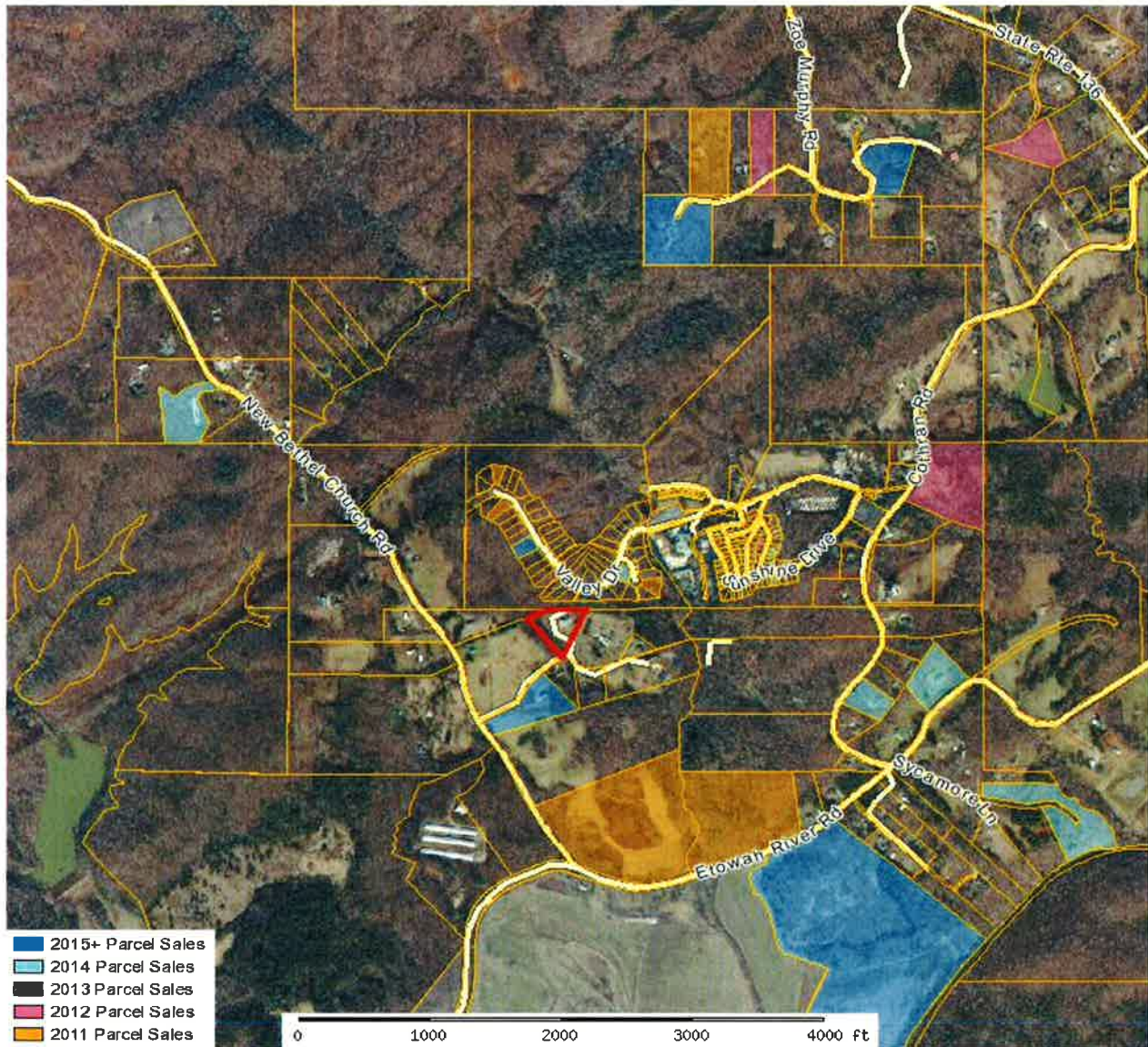
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:29:10



Dawson County Assessor			
Parcel: 111 002 Acres: 6.7			
Name:	COFIELD CLIFFORD &	Land Value	\$85,529.00
Site:	167 BETHEL CREEK COURT	Building Value	\$132,540.00
Sale:	\$147,500 on 08-1991 Reason=FM Qual=Q	Misc Value	\$4,000.00
Mail:	NANCY COFIELD	Total Value:	\$222,069.00
	167 BETHEL CREEK COURT		
	DAWSONVILLE, GA 30534		



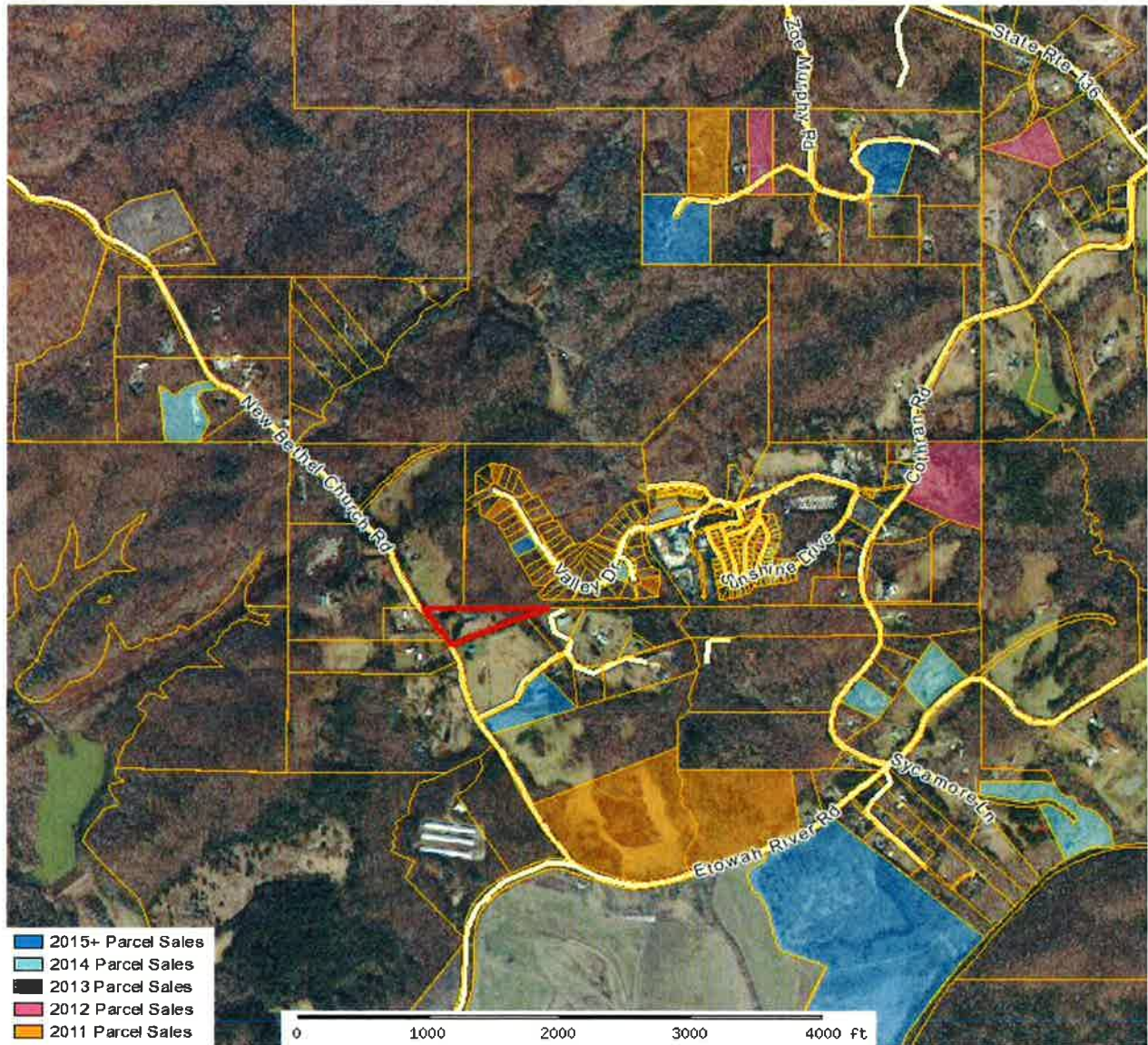
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 08/22/16 : 16:29:31



Dawson County Assessor			
Parcel: 111 040 Acres: 2.05			
Name:	BARNICK VICKI R	Land Value	\$34,464.00
Site:	165 BETHEL CREEK COURT	Building Value	\$108,959.00
Sale:		Misc Value	\$16,108.00
Mail:	165 BETHEL CREEK COURT	Total Value:	\$159,531.00
	DAWSONVILLE, GA 30534		



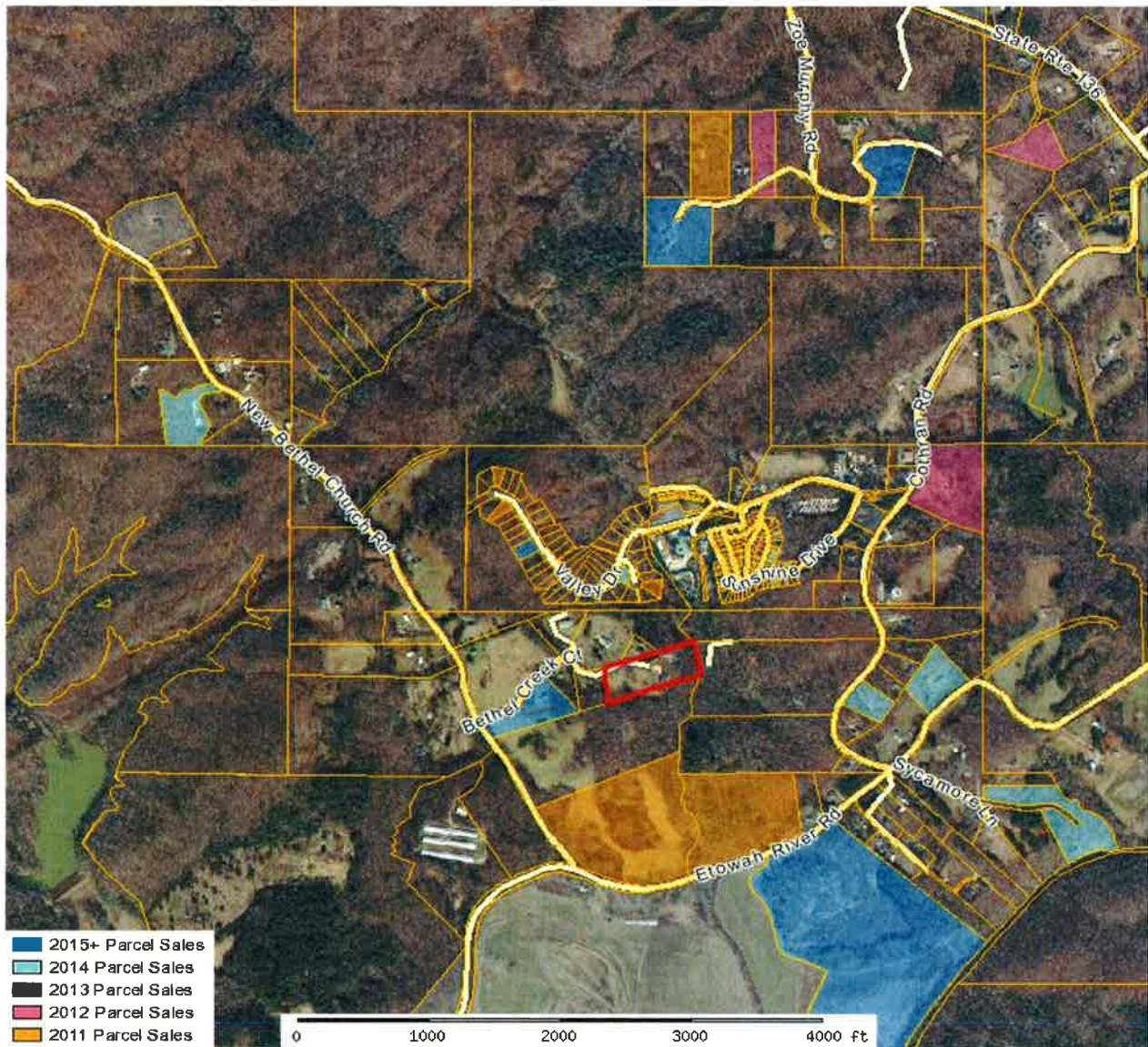
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 08/22/16 : 16:29:45



Dawson County Assessor			
Parcel: 111 001 Acres: 3			
Name:	SMITH CHARLES C	Land Value	\$46,526.00
Site:	1371 NEW BETHEL CH RD	Building Value	\$49,416.00
Sale:	\$4,800 on 04-1981 Reason=FM Qual=Q	Misc Value	\$5,198.00
Mail:	1371 NEW BETHEL CHURCH RD	Total Value:	\$101,140.00
	DAWSONVILLE, GA 30534		



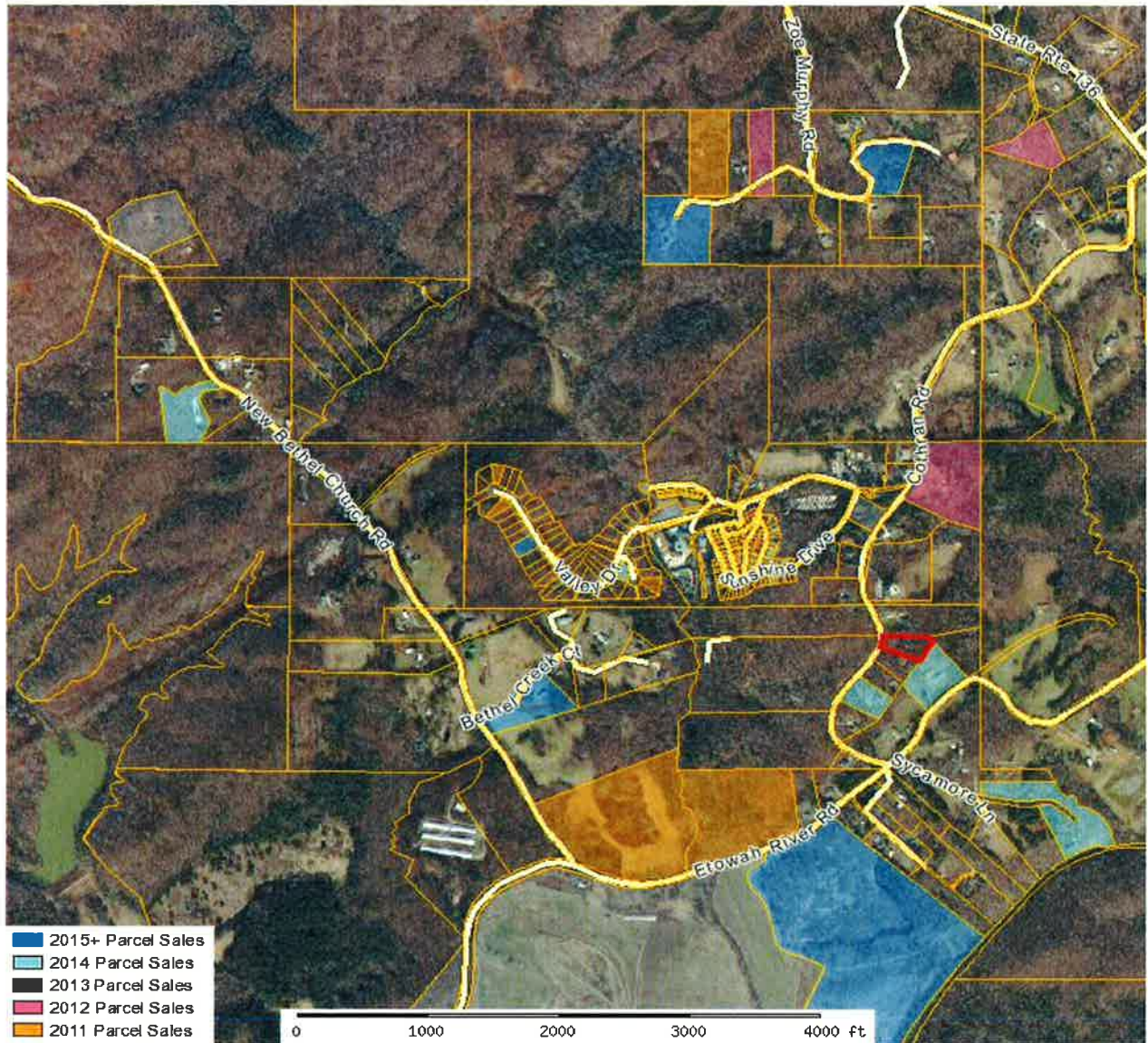
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
Date printed: 08/22/16 : 16:29:59



Dawson County Assessor			
Parcel: 111 039 Acres: 5.09			
Name:	WELLS RICHARD S & ALESIA	Land Value	\$64,977.00
Site:	166 BETHEL CREEK COURT	Building Value	\$109,788.00
Sale:		Misc Value	\$45,289.00
Mail:	166 BETHEL CREEK CT	Total Value:	\$220,054.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—
 Date printed: 08/22/16 : 16:31:07



Dawson County Assessor			
Parcel: 111 006 001 Acres: 1.31			
Name:	TANNER STACIE M	Land Value	\$26,200.00
Site:	258 COTHRAN RD	Building Value	\$108,911.00
Sale:		Misc Value	\$4,900.00
Mail:	P O BOX 1885	Total Value:	\$140,011.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--
 Date printed: 08/22/16 : 16:31:24

DAWSON COUNTY PLANNING COMMISSION MEMORANDUM

DATE: SEPTEMBER 8, 2016
TO: DAWSON COUNTY PLANNING COMMISSION
FROM: DAVID MCKEE, INTERIM PLANNING AND DEVELOPMENT DIRECTOR
MEETING: SEPTEMBER 20, 2016 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER,
ASSEMBLY ROOM 2303

CASE #: ZA 16-09
APPLICANT: Jeff Wasserman on behalf of PV Club, LLC
STATUS OF APPLICANT: Owner
SITE LOCATION: 49 Valley Drive (TMPs 110-033-133, 110-033-114, 110-033 & 111-004)
COMMISSION POST: 3
REQUESTED ACTION: C-PCD (Comprehensive Planned Comprehensive Development) update
PROPOSED USES: Nudist Resort
SURROUNDING ZONING
DISTRICTS:
North –RA (Residential Agriculture)
South – RA (Residential Agriculture)
East – RSR (Residential Sub-Rural) and RA (Residential Agriculture)
West – RA (Residential Agriculture)
SURROUNDING LAND USES:
North – Residential Property
South – Residential Property
East –Residential Property
West –Residential Property
FLUP CLASSIFICATION: Sub-Rural Residential
SUBJECT PROPERTYHISTORY: ZA 08-13 – CPCD Amendment – Approved w/stipulations
VR 05-01 – front setback reduction – Approved w/stipulations
ZA 03-31 – C-HB to R1 – Approved w/stipulations
ZA 03-30 – CHB to CPCD – Approved w/stipulations
ACCESS: Cothran Road

ANALYSIS AND COMMENTS:
The subject properties consist of approximately 107.26 (TMPs 110-033-113, 110-033-114, 110-033 & 111-004). The subject property is currently zoned CPCD. Adjacent properties are Residential Sub-Rural and Residential Agricultural.

The 2033 Comprehensive Plan Future Land Use Map recommends the property be Sub-Rural Residential.

The applicant has notified Dawson County in the letter of intent that he is asking to update the resort's master plan to incorporate an additional 5.946 acres, add 22 proposed vehicle sites, 38 proposed tent sites, 6 cabins and to convert the previously approved tennis courts into an indoor recreation center with a wine bar.

The following observations should be noted with respect to this request:

A. The existing uses and classification of nearby property.

The adjacent properties surrounding the subject property are zoned RA and RSR with current residences.

B. The extent to which property values are diminished by the particular land use classification.

The Future Land Use Plan (FLUP) currently recognizes Sub-Rural Residential for the subject property. The proposed rezoning does not align with the FLUP but it does align with the current zoning.

C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.

This is a private gated community. Any changes to their master plan will not affect the general welfare of the public.

D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

Additional property and proposed expansion needs to be added to the CPCD master plan.

E. The suitability of the subject property for the proposed land use classification.

The subject property is suitable for the current CPCD zoning district.

F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.

The subject property is currently a nudist resort.

G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

The current business is suitable for the current zoning of CPCD.

Photograph of the subject property:



Zoning Sign on Property



Zoning Sign on Property

Pertinent County Departments have provided the following comments regarding the proposed development:

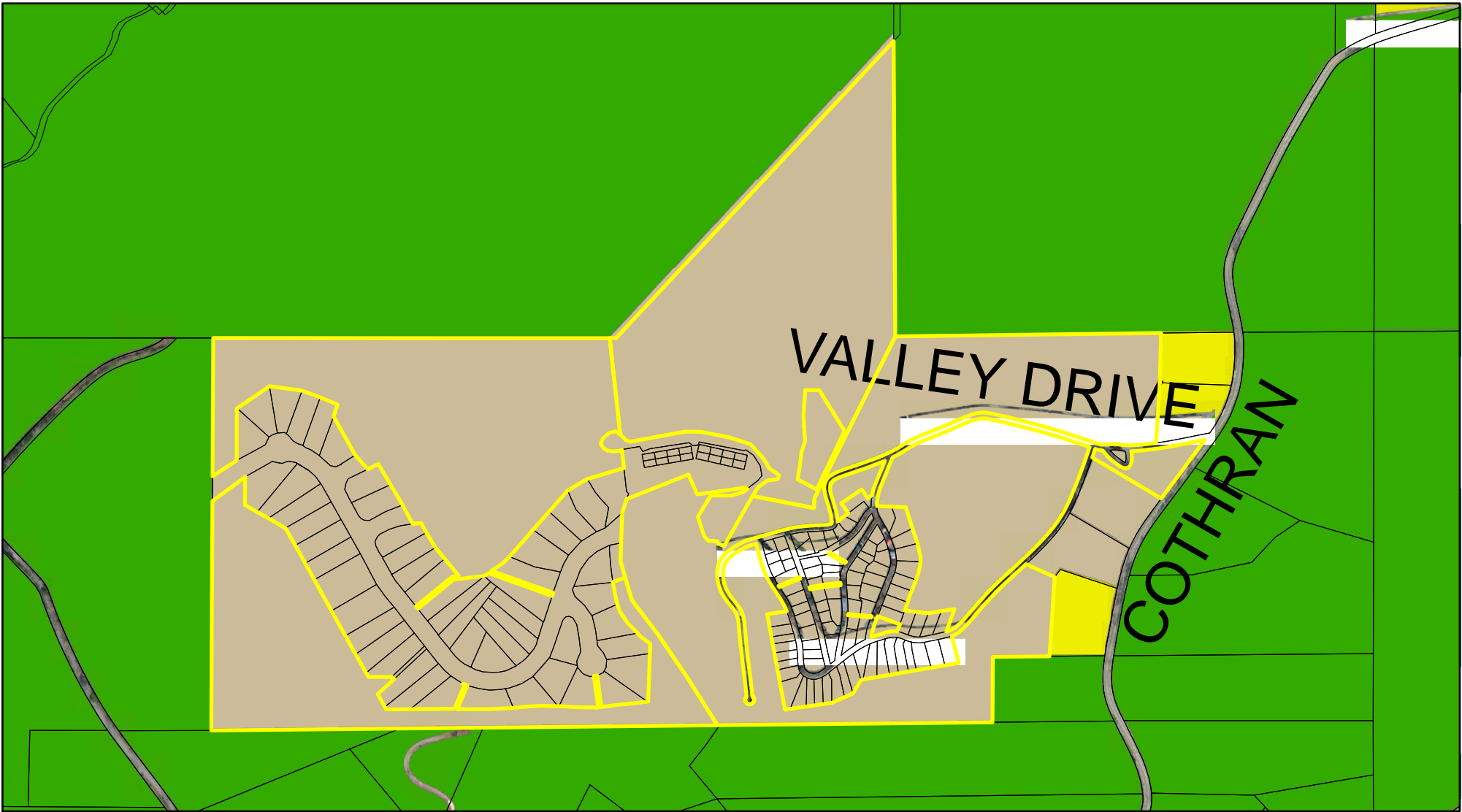
- a) **Engineering Department** – No comments at this time.
- b) **Environmental Health Department** – The additional cabins and proposed wine bar must be connected to the existing EPD approved sewage management system that is present at this site. Cannot comment on the septic placements at this time without being more familiar with the proposed location. As a Tourist Accommodation permit holder, Paradise Valley must submit to us a set of plans for any expansion of their Tourist Accommodation facility. This includes any campsites, rental cabins, or proposed toilet/bathing facilities. The wine bar would be considered as part of their existing food service operation. A plan must be submitted to our office for review, and must be granted final approval by our office prior to operation.
- c) **Emergency Services** – No comments at this time.
- d) **Etowah Water & Sewer Authority** – No comments at this time.
- e) **Dawson County Sheriff's Office** – Police protection in this area is adequate.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – No comments necessary.

Recommendation:

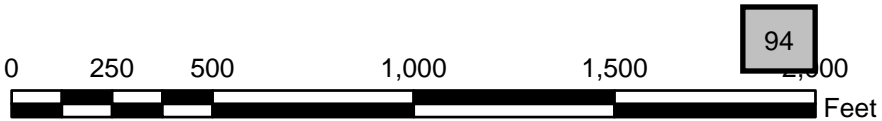
Staff has reviewed the application requesting an update to the CPCD master plan. Based on the information provided and the surrounding uses staff recommends approval of the attached master plan update.

cc: Dawson County Board of Commissioners
Bill Tanner, Interim County Manager
Joey Homans, County Attorney
Danielle Yarborough, County Clerk
























Attachments: Maps

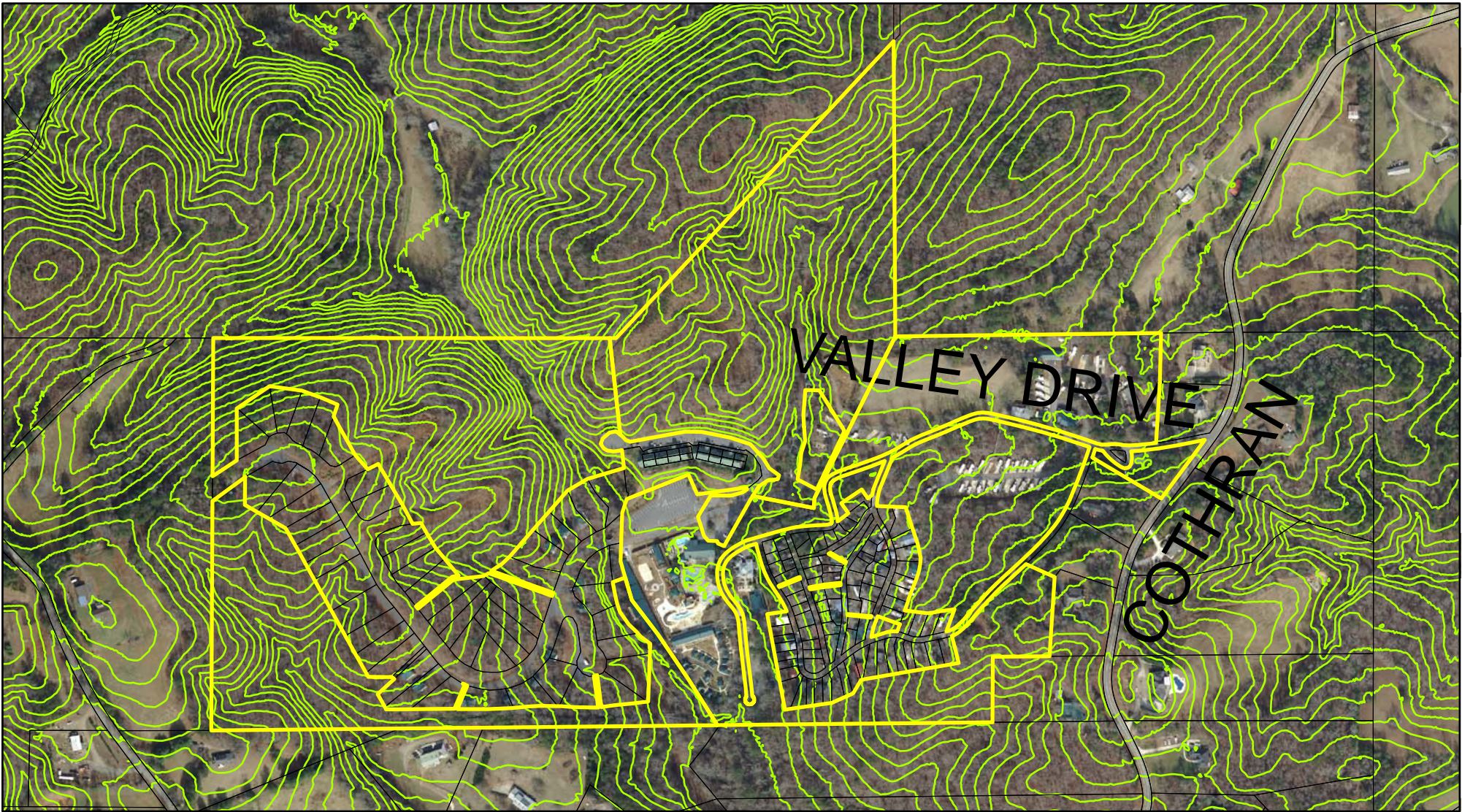


Paradise Valley Current Zoning

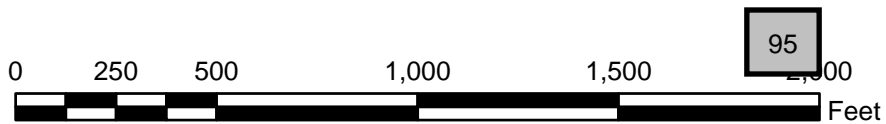


Legend



 Parcel	Zoning	 RMF	 C-0I
 Historic District	ZONING_CLASS	 RMHP	 C-CB
 MIXED USE VILLAGE	 RT	 C-HB	 C-IR
 RA	 RS	 C-PCD	 C-RB
 RPC	 RRE	 C-TB	 CT
 RSR	 RSRMM	 VC	
 RL	 VCR		

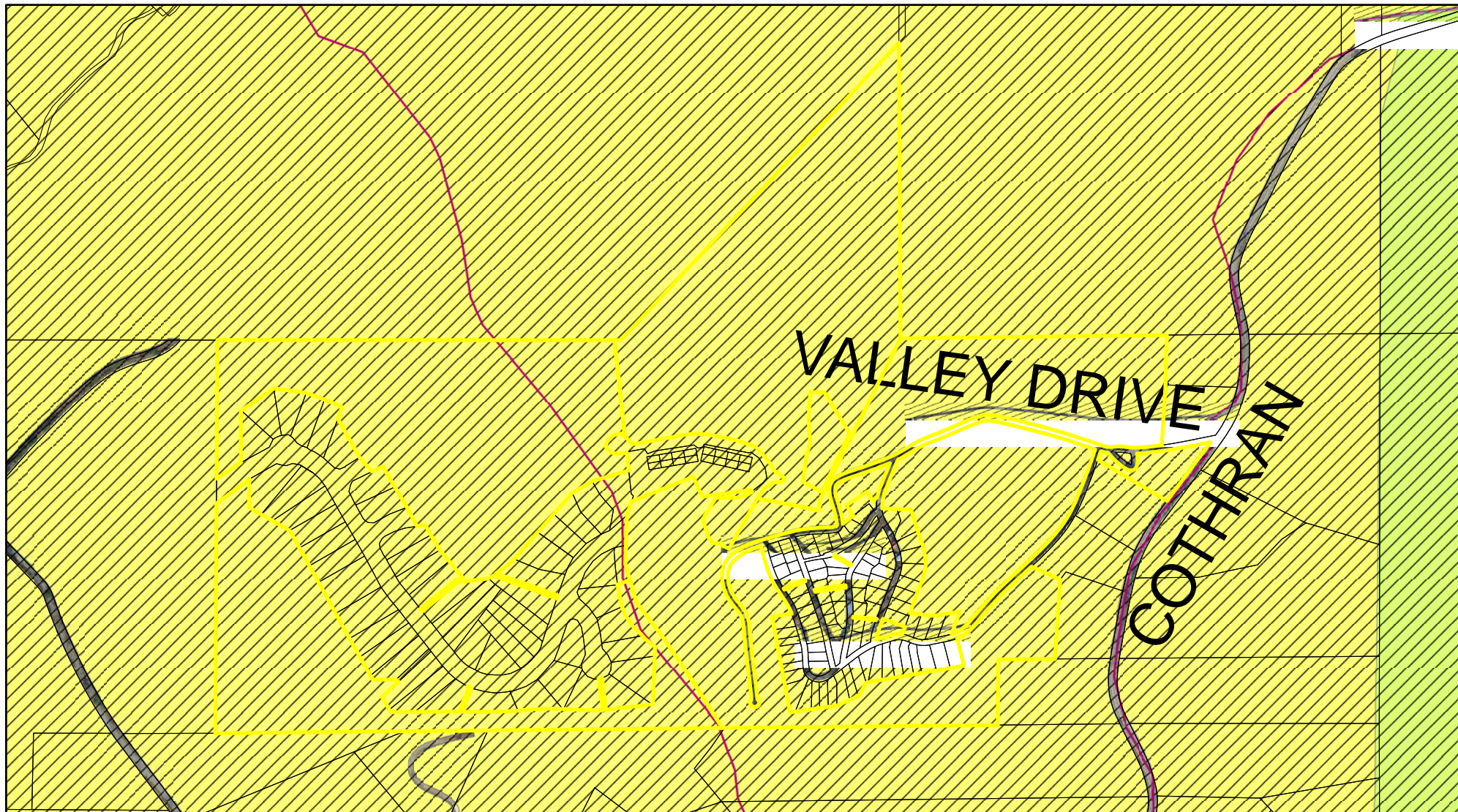


Paradise Valley Aerial W/ Topo

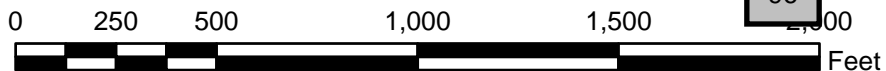


Legend

-  Parcel
-  10' Contours

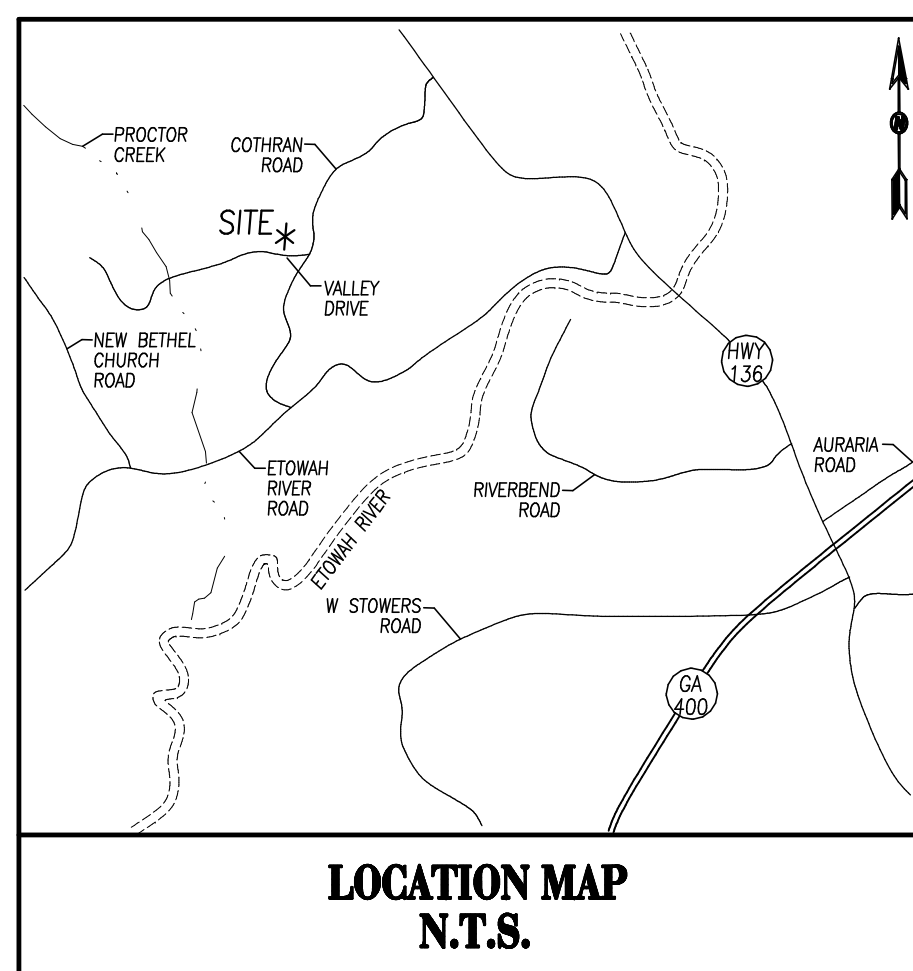


Paradise Valley FLUP



Legend

Parcel	Future Landuse	Lakefront Residential	Transportation/Communication/Utilities
Exurban Residential	Commercial - Highway	Agriculture	Parks/Recreation/Conservation
Rural Residential	Crossroads Commercial	Forestry	Water
Sub-Rural Residential	Campus-Style Business Park	Water Supply Protection Area	
Suburban Residential	Office/Professional		
Planned Residential Community	Mixed Use Village		
Town Residential	Public/Institutional		
Multiple-family Residential	Light Industrial		



OWNER
 PV CLUB LLC
 49 VALLEY DRIVE
 DAWSONVILLE, GA 30534
 ATTN: JEFF WASSERMAN
 (706) 265-6110

2016 MASTER PLAN UPDATE ADDITIONS:
 PROPERTY ZONING = C-PCD
 TOTAL SITE ACREAGE = 107.26 ACRES
 ACREAGE BEING ADDED TO C-PCD= 5.946 ACRES
 BUFFER ACREAGE = 12.52 ACRES
 TOTAL SITE - BUFFERS = 94.74 ACRES
 OPEN SPACE ACREAGE = 45.96 ACRES (49%)
 PROPOSED TENTS = 38
 PROPOSED RV SITES = 22
 PROPOSED CABINS = 6
 PROPOSED INDOOR RECREATION CENTER = 1
 PROPOSED WINE BAR = 1



DES
DAVIS
 ENGINEERING & SURVEYING
 81 CROWN MTN. PLACE
 SUITE A-400
 DAHLONEGA, GA 30533
 PH: (706) 864-0012
 FAX: (706) 864-0052
 DAVISENGINEERS.COM

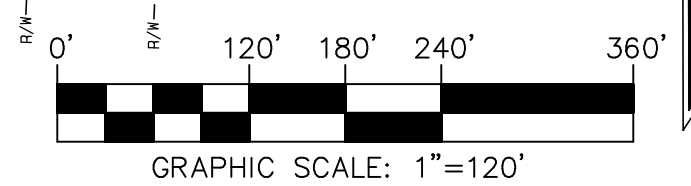
REVISION	DATE	DESCRIPTION	COUNTY COMMENTS
1	8/19/16		

REVISED MASTER PLAN FOR:
PARADISE VALLEY RESORT
 LAND LOTS 442, 443, 444, 471, 472, 473,
 500, 501 & 502 NORTH HALF 13TH DISTRICT
 DAWSON COUNTY, GEORGIA

DRAWN BY: PSA/RGB
 FIELD CREW: -
 DATE: 8/4/2016
 CHECKED BY: JKD

SHEET NO.
 1 OF 1

PROJECT NO.
 2016-214



Backup material for agenda item:

1. Proposed FY2017 Dawson County Budget (*1st of 2 hearings. 2nd hearing will be held on November 10, 2016*)

FY 2017-2019 BUDGET PRESENTATION



CHAIRMAN MIKE BERG

September 15, 2016

BUDGET GOALS



- ***PAPERLESS BUDGET PROCESS*** – utilizes mostly paperless budget with departments keying requests directly into financial software
- ***BALANCED BUDGET*** – Revenues equal Expenditures
- ***BUDGET*** conforms to the Millage rate
- ***TRIENNIAL BUDGET*** – Creates longer term vision and planning

BUDGET GOALS



- ***STEADY RESERVE*** – Unassigned Fund Balance is within the recommended 15-25% reserve as stated in the Fund Balance Policy.
- ***SOUND REASONING*** – Each Department, Constitutional Officer and Subsidy had the opportunity to present their budget expectations.



BUDGET CHALLENGES

- **PROPERTY TAX REVENUE**
 - Increase of 5.56% or \$517,600 in 2017
- **HEALTH INSURANCE COSTS**
 - County absorbed \$239,000
 - Minimal premium increase to some employees based on coverage
- **UNFUNDED STATE MANDATES**
 - Increased cost for Juvenile Court
 - Cost of Living Adjustment for elected officials



BUDGET CHALLENGES

- Improving service levels and addressing capital needs resulting in a budget increase of \$1,921,644
- Funding capital needs
 - Increase in Capital Projects Fund of \$193,758 over 2016 budget
 - Major capital projects funded by SPLOST VI
 - SPLOST VI not pre-funded

BUDGET REQUESTS



- Part time to full time: 3 position at \$110,997
- Part time: 2 new positions at \$38,766
- Full time: 26 new positions requested at \$1,461,637
 - ✦ Sheriff – 11
 - ✦ Fire – 10
 - ✦ Human Resources – 1
 - ✦ Planning & Development – 1
 - ✦ Public Works - 3
- Salary increases for 31 positions at \$129,513
- Total personnel requests: \$1,740,913

PERSONNEL BUDGET HIGHLIGHTS



- Salary Adjustment History
 - 2012: 1% One-time pay increase
 - 2013: 1% One-time pay increase (based on years of service)
 - 2014: 2% COLA (November)
 - 2015: adjustments to minimum based on salary study and 4.38% Pay Per Performance (July)
- Additional \$350,000 recommended for 2017 budget. Allocation to be determined by results of the updated salary study and the direction of the Board of Commissioners.
- Kept employee portion of insurance premium increase to a minimum; County increase of \$239,000
- Continued funding for Employee Health Fairs and tuition reimbursement

PERSONNEL BUDGET HIGHLIGHTS



- Personnel additions and changes recommended:
 - New part time position
 - ✦ Magistrate Part Time Clerk: \$20,389
 - New full time positions (includes salary & benefits)
 - ✦ Fire Inspector: \$55,421
 - ✦ Human Resources Benefits Specialist: \$52,099
 - ✦ 3 Public Works Equipment Operators: \$141,108
 - ✦ Sheriff Chief Deputy & Corporal Investigator: \$137,111
 - ✦ E-911 Supervisor: \$57,022
 - Part time to full time positions
 - ✦ 3 Firefighter/EMTs: \$110,997
 - Position change
 - ✦ IT Director: \$5,472

PERSONNEL BUDGET HIGHLIGHTS



- Personnel additions and changes recommended:
 - Increased hours
 - ✦ Senior Center Part Time Nurse: \$4,758
 - Supplement
 - ✦ Public Defender Attorney: \$12,918
 - Meeting pay increase
 - ✦ Board of Elections: increase from \$61 to \$100 per meeting
 - ✦ Development Authority Board: increase from \$0 to \$100 per meeting
 - ✦ Park Board: increase from \$0 to \$100 per meeting
 - ✦ Library Board: increase from \$0 to \$50 per meeting

OTHER BUDGET HIGHLIGHTS



- Other recommendations:
 - Turnout Gear & Other Equipment (Fire): \$38,000
 - Scoreboards & Bleachers (Park): \$24,000
 - Bunker Gear & Uniforms (Fire): \$21,650
 - Training Room Chairs (Sheriff): \$20,000
 - Floor Covering Replacement (Sheriff): \$17,762
 - Cloud-based back up (IT): \$12,000
 - Materials (Library): \$11,000
 - Weather Siren (EMA): \$10,000
 - Weather Siren Monitoring (EMA): \$7,000
 - Salt & Calcium Chloride Spreader (Roads): \$6,000

OTHER BUDGET HIGHLIGHTS



- Other recommendations:
 - Change in Hotel/Motel distribution to Chamber from 5/8 (62.5%) to 6/8 (75%)
 - Humane Society increase from \$120,000 to \$126,000
 - New agency funding - Good Shepherd Clinic \$2,000
 - Increase of \$2 per hour average to volunteer fire fighters
 - Increase of \$22,500 for fire equipment related to SAFER Grant
 - Increase of funding from \$2,500 to \$5,000 for NOA
 - Lake Lanier Solar Lights (War Hill Park): \$5,000
- Other considerations (not included in recommended):
 - Total County Revaluation (Tax Assessor): \$550,000

2017 RECOMMENDED BUDGET



FUND BALANCE

- Dawson County's Projected Unassigned Fund Balance at 12/31/2017:
 - \$4,183,328
 - 17.2% of total budgeted expenditures (2.06 months)
 - Still within 15%-25% as stated in Fund Balance Policy

CAPITAL BUDGET HIGHLIGHTS



- Capital Improvement Requests:
 - General Fund: \$2,132,859
 - SPLOST VI: \$4,747,500
 - Total: \$6,880,359

CAPITAL BUDGET HIGHLIGHTS



- Capital Improvement Recommendations:
 - \$268,000 for purchase of 9 vehicles based on the Vehicle Replacement Policy
 - ✦ District Attorney, Senior Center, Fire (2), Planning & Development (2), Tax Assessor, Environmental Health and Facilities
 - \$25,000 for Park Repairs
 - \$30,000 for IT Pool
 - \$67,302 for Lease Payments (Year 2 of 3)
 - \$40,760 for Boom Lift (Facilities)
 - \$25,000 for HVAC Unit Replacement (Jail)
 - \$35,000 for Digital Sign at Veterans Park (Park / Senior Center)

SPLOST VI



County Projects & Estimated Costs

Roads, Streets, & Bridges	\$21,200,000
Public Works Facility	2,500,000
Recycling Facility	100,000
Fire Station/Community Center	1,750,000
Public Works Equipment	2,200,000
Recreational Facilities	4,067,000
Sheriff Vehicles & Equipment	3,883,000
Public Safety Vehicles	
Ambulances	750,000
Fire Trucks & Equipment	1,750,000
Information Technology Equipment	<u>350,000</u>
Total	\$38,550,000

BUDGET HIGHLIGHTS



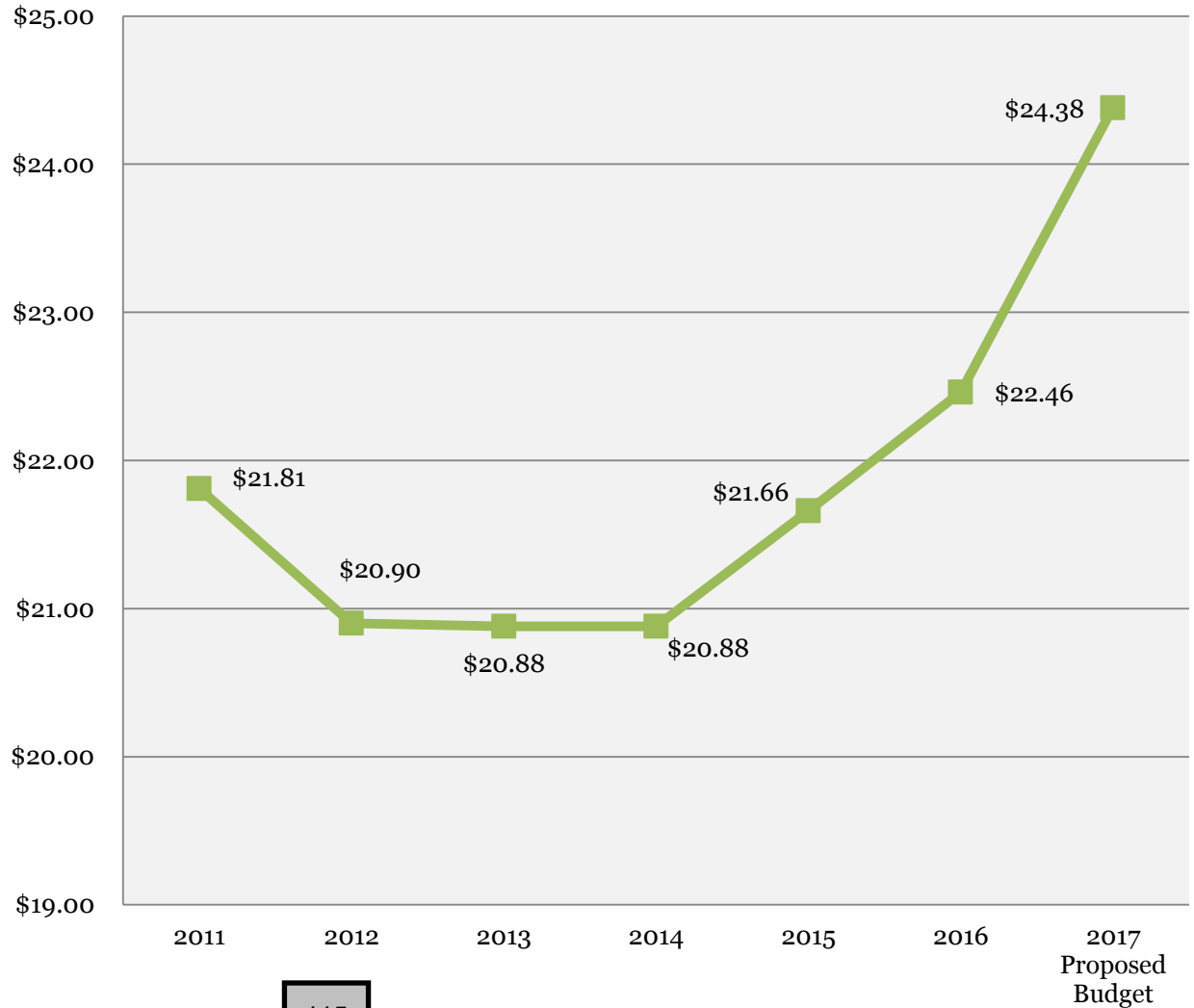
- Contingency amounts built into 2017 recommended budget for
 - General: \$100,000
 - Insurance: \$50,000
 - Fuel: \$50,000

These contingencies protect the County against any unforeseen circumstances, rises in operating costs, catastrophes, changes in personnel and benefits, etc. Budgeting best practices recommend always building in contingencies.



Budget History

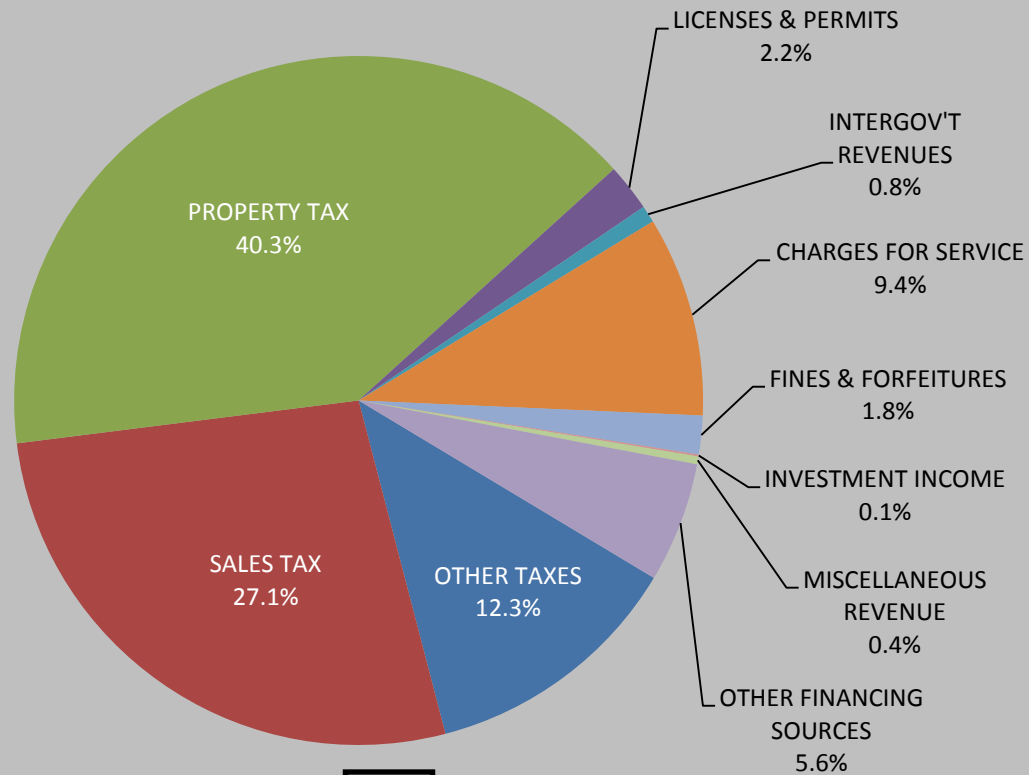
APPROVED BUDGET HISTORY (in millions)



2017 RECOMMENDED BUDGET



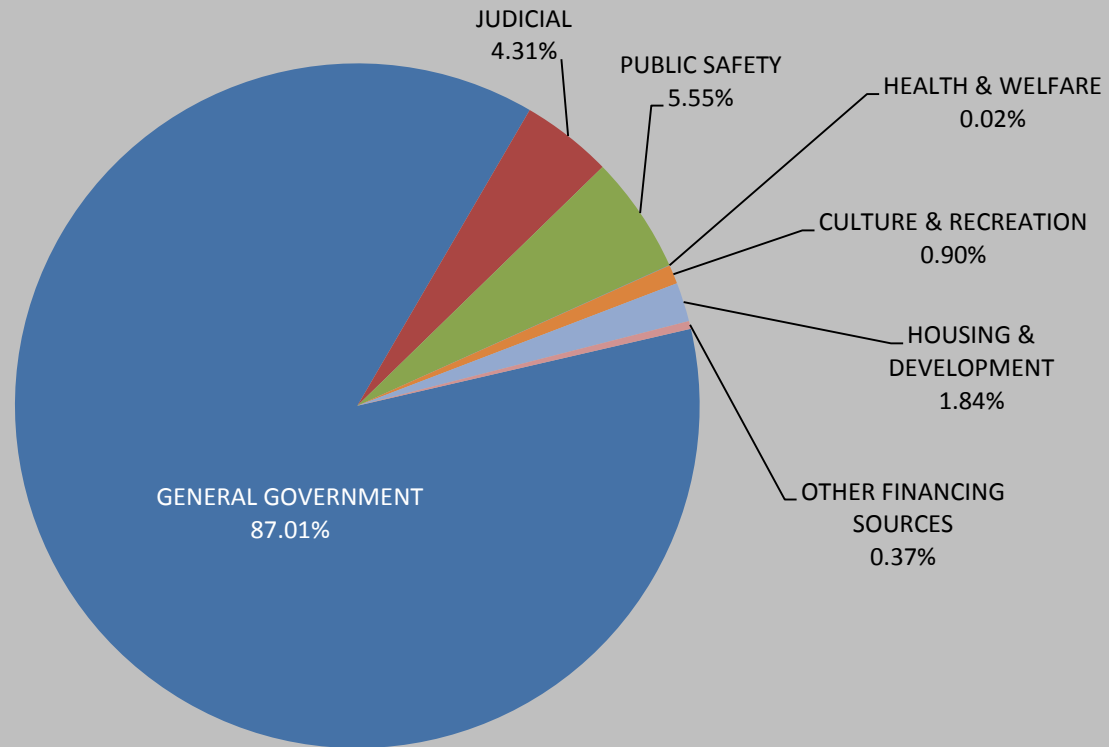
BUDGET BY CATEGORY – REVENUE



2017 RECOMMENDED BUDGET



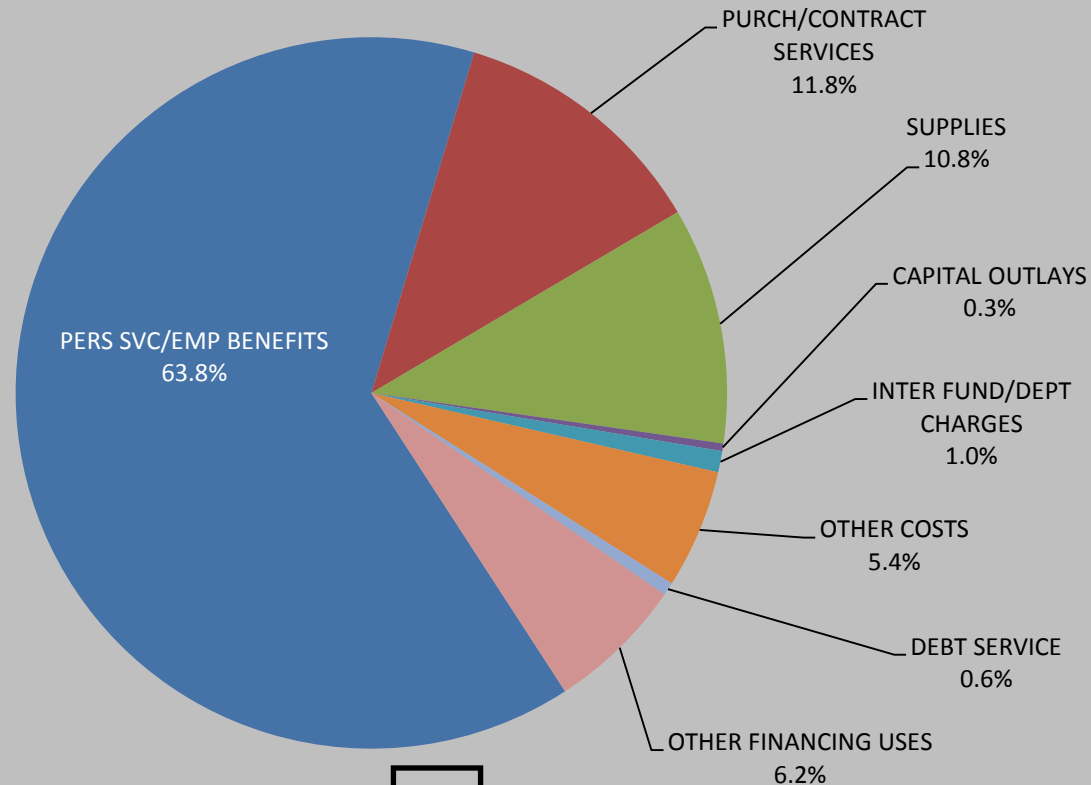
BUDGET BY FUNCTION - REVENUE



2017 RECOMMENDED BUDGET



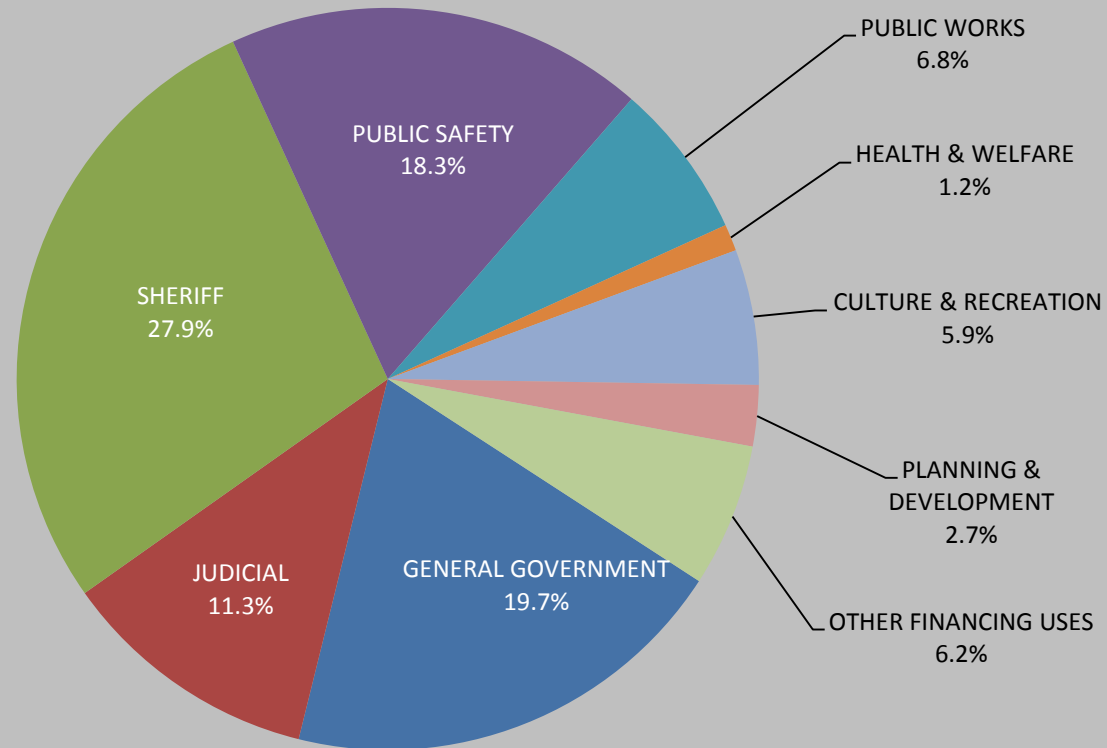
BUDGET BY CATEGORY – EXPENDITURES



2017 RECOMMENDED BUDGET

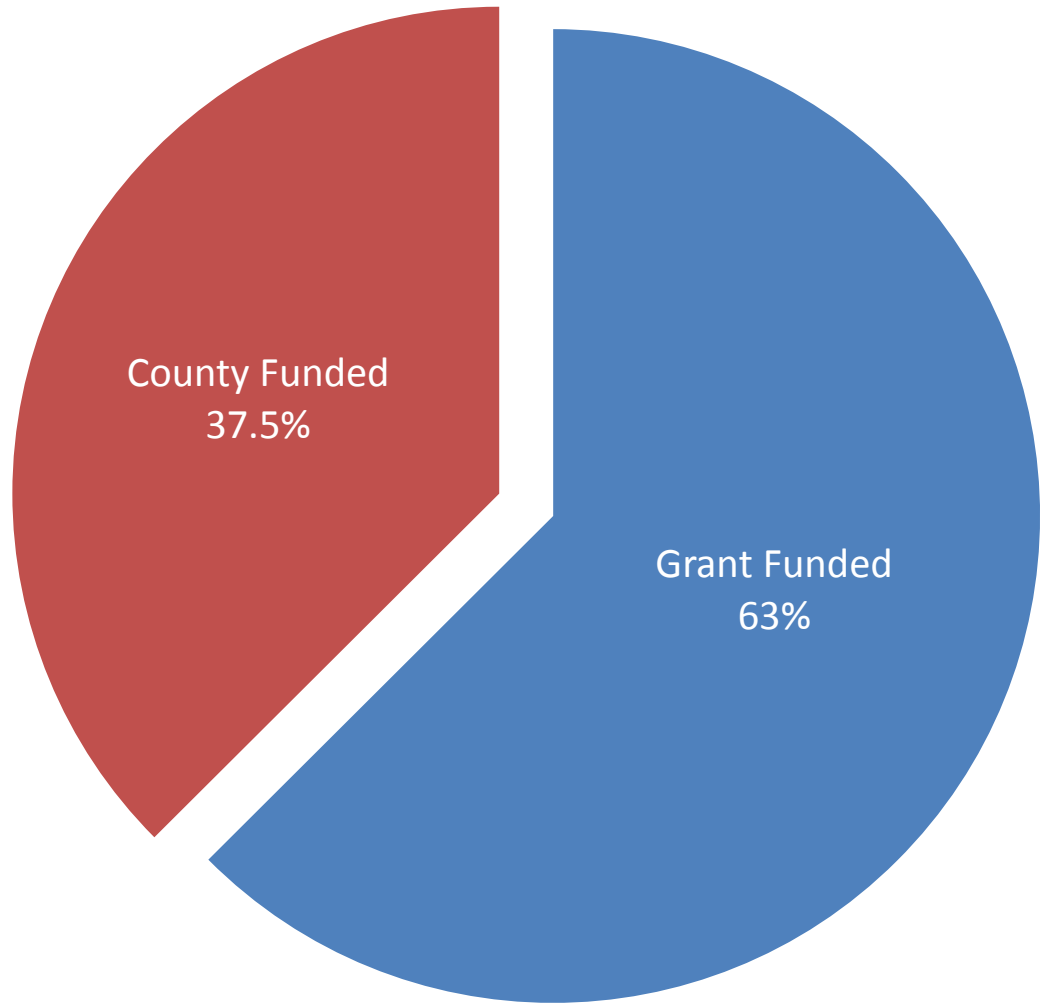


BUDGET BY FUNCTION – EXPENDITURES





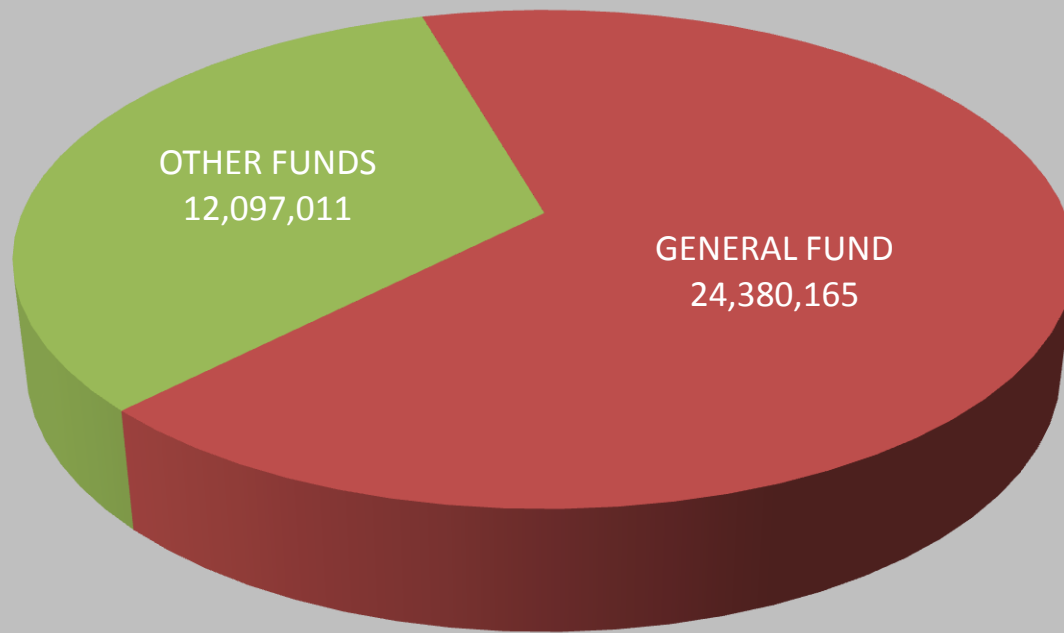
MULTIPLE GRANT FUND



2017 RECOMMENDED BUDGET



TOTAL RECOMMENDED BUDGET



IMPORTANT BUDGET DATES



- Public Hearings
 - October 20th – Public Hearing #1
 - November 10th – Public Hearing #2
- Anticipated Adoption
 - November 10th
- Public copy available at www.dawsoncounty.org and County Clerk's office

QUESTIONS/COMMENTS



Finance Department Contacts:

- ❖ Vickie Neikirk, Chief Financial Officer
706-344-3501 ext. 42214
- ❖ Natalie Johnson, Accounting & Budget Manager
706-344-3501 ext. 42215

Backup material for agenda item:

1. Consideration of Superior Court Request for Additional Funds



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session: 10/13/2016

Prepared By: Reggie Forrester

Voting Session: 10/20/2016

Presenter: Reggie Forrester

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Request for Additional Funds

Background Information:

In 2015 and 2016, the Superior Court judges have made a concerted effort to clean up the backlog of misdemeanor and felony cases. This has increased the number of jury trials and corresponding transcripts of matters required by law to be transcribed. In 2016, we have expended \$47,120 in Jury Script and \$45,252 in Transcripts as of 09/26/16.

Current Information:

In 2015, we had 15 jury trials over 19 jury trial weeks. In 2016, we have already had 20 jury trials over 16 jury trial weeks and have four more jury trial weeks scheduled. We are now having two judges holding court simultaneously to continue the effort to clear the backlog.

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

Fund	Dept.	Acct No.	Acct Name	Budget	Balance	Requested
100	2150	521102	Admin Svcs – Jury Scripts	\$55,000	\$0	\$12,000
100	2150	521303	Technical – Court Reporter	\$41,000	\$0	\$13,000

Recommendation/Motion: To approve request to move funds from General Fund contingency account to cover overages in Superior Court's departmental budget

Department Head Authorization: 

Date: 10/03/2016

Finance Dept. Authorization: V. Minkip

Date: 10/4/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

2. Consideration of Intergovernmental Agreement with the Dawson County School District for School Resource Officers



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: DCSO

Work Session: _____

Prepared By: SE

Voting Session: _____

Presenter: _____

Public Hearing: Yes _____ No _____

Agenda Item Title: SRO Contract

Background Information:

This is the yearly contract with the BOE for the SRO program

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	3350	336000	112,000			

Recommendation/Motion: _____

Department Head Authorization: B. Kline

Date: 10/4/16

Finance Dept. Authorization: V. Ninkic

Date: 10/4/16

County Manager Authorization: D. Dudley

Date: 10/6/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
SCHOOL RESOURCE OFFICERS**

Between

**THE DAWSON COUNTY SCHOOL DISTRICT AND
DAWSON COUNTY, GEORGIA, BY AND THROUGH ITS
COUNTY COMMISSION**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is made and entered into this 12th day of September 2016, effective as of the 12th day of September, 2016, by and between the DAWSON COUNTY SCHOOL DISTRICT, (hereinafter referred to as "School District "), and DAWSON COUNTY, GEORGIA, acting by and through the COUNTY COMMISSION, (hereinafter collectively referred to as the "County").

WITNESSETH:

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes School Districts and Counties in Georgia to enter into Intergovernmental Agreements for the provision of services; and

WHEREAS, the County Charter Art. ____, Section ____, Paragraph ____, authorizes the County to enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations for the provision of services; and

WHEREAS, the School District is desirous of contracting with the County for the provision of a School Resource Officer (hereinafter referred to as "SRO") for Dawson County Schools, in Dawsonville, Georgia; and

WHEREAS, OCGA § 20-8-5 provides for and establishes the jurisdiction and authority of officers working on school campuses not otherwise within their jurisdictional limits when employed under a contract with a school system which said law explicitly provides

for the jurisdiction of the County Sheriff's Department to enforce the state and local laws outside the corporate limits of the County.

WHEREAS, the County is willing to provide a SRO to the School District upon the terms and conditions contained herein.

WHEREAS the County shall and does hereby designate the Sheriff of the County to act as its representative for all purposes hereunder.

NOW THEREFORE, the School District and the County hereby agree as follows:

1. Term and Termination.

1.1 The term of this Agreement shall be for the period from July, 2016 through June, 2017. The parties agree that in the event of a default in any term hereunder by either party and such party fails to cure said default within thirty (30) days after written notice thereof from the non-defaulting party; then the non-defaulting party, at its option may at once and immediately, terminate this Agreement by written notice to the defaulting party whereupon this Agreement shall terminate. Any notice provided in this paragraph shall be given by the party, or its attorney, or agent. If at any time this Agreement is terminated, the School District shall be responsible for no more than the monthly payment due at the time of termination. If at any time this Agreement is terminated, the County shall be responsible for repayment of any sums paid by the School District, but not yet earned by the County.

2. Duties and Responsibilities of the County.

2.1 The County Sheriff (hereinafter referred to as the "Sheriff") shall assign four regularly employed County Deputy Sheriff Officers to serve as SROs at Dawson County Schools.

2.2 Any officer assigned to the school as a School Resource Officer shall receive official resource officer training as soon as practical.

2.3 In addition to the SRO, the Sheriff and his Second-In-Command shall perform scheduled and non-scheduled visits to the school in order to promote safety and security. The Sheriff and/or his Second-In Command shall also be charged with supervising the SRO in the performance of his/her law enforcement duties, provide investigative assistance and security advice to the principals of the school, and promote a positive and cooperative working environment between the employees of the School District and Sheriff's Department.

2.4 It is understood and agreed that the primary function of the SRO is to facilitate a safe school environment and enforce the laws of the State of Georgia. In addition to performing general law-enforcement duties, SRO shall act as an instructor for specialized law enforcement related presentations upon the request of the school principal and upon the approval of the Sheriff. SRO is not to be used as a teacher, paraprofessional, or substitute or in any other capacity not consistent with this purpose.

2.6 In addition to the general duties set forth herein, SRO shall have the following duties:

2.6.1 SRO must maintain visibility in the school in order to help prevent crimes and other disruptive behavior. Maintaining visibility during the opening and closing of the school day, during lunch periods, and during the changing of classes shall be required of SRO. In addition, SRO shall be required to patrol the common areas during high traffic times;

2.6.2 To the greatest extent possible, SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist with problems relating to law enforcement or crime prevention;

2.6.3 SRO shall become familiar with all community agencies which offer assistance to youths and their families, including but not limited to, mental health clinics, drug treatment centers, and/or counseling agencies in order to

make appropriate referrals; provided said referrals have been approved by the Sheriff or his / her designee

2.6.4 SRO will assist in coordinating and implementing the school safety plan in order to provide for all possible school emergencies;

2.6.5 SRO will adhere to the policies of the school, the policies of the County Sheriff's Department, the policies of the County, including, but not limited to the County's personnel policy, and all other legal requirements when performing their duties hereunder;

2.6.6 SRO shall maintain detailed records and reports on all operations of the Program. These reports shall be made available to the school principal, the Superintendent, the School Board, the Sheriff, and/or his / her designee to the extent allowed by law;

2.6.7 SRO shall assist school principal in coordinating security and safety to all after-school events.

2.6.8 At the beginning of this August school year, the Sheriff and the County Sheriff's Department designee shall meet with the principal of the school and School District Superintendent to review the duties and responsibilities of the SRO and to discuss the expectations of the school administration. The Superintendent, Special Education Director, System Social Worker, School Psychologist, System Data Entry Clerk, school principals and assistant principals for discipline, and the Sheriff and SRO for the school shall compose a System Discipline Committee which shall meet once a month, unless otherwise agreed by the Sheriff and Superintendent. These meetings will be held to review and discuss discipline and law enforcement issues occurring at the school. The SRO and/or the Sheriff shall meet with the Superintendent or other members of the Superintendent's designated leadership team as needed to discuss the status of the Program. Other meetings shall occur as needed to discuss current trends, problems, conflicts, or any areas of concern that might potentially cause disruptions in the schools or in the community. The Superintendent and the

Sheriff shall regularly communicate and meet as needed to evaluate and discuss the services offered by the Program, to evaluate the effectiveness of the Program and to determine whether or not to retain the Program. At any time, an SRO may be dismissed, transferred, or disciplined at the discretion of the Sheriff or pursuant to the County's personnel policy.

2.6.9 SRO shall take all necessary and appropriate action with regard to on campus criminal activity. As soon as practicable, the SRO will notify the Sheriff or designee and the school principal of events and actions taken in this capacity; At the principal's request, the SRO may take appropriate action against intruders and unwanted guests who appear at the school or school functions, to the extent the SRO may do so under State and Federal law. In the event a disagreement arises between the school principal and the SRO as to the proper course of action, the Superintendent, the Sheriff and his / her designee shall be contacted immediately so that an appropriate resolution can be reached as quickly as possible;

2.6.10 If the circumstances dictate that an SRO must request additional law enforcement assistance while on campus, the Sheriff and his / her designee shall be notified immediately, and the building principal and Superintendent will be notified as soon as practicable;

2.6.11 Where appropriate, the SRO and other personnel of the County Sheriff's Department shall cooperate with the school principal and Superintendent in dealing with student discipline and personnel matters. Along with the County Sheriff's Department, SRO shall be responsible for investigating all crimes committed on school property at all times regardless of whether school is in session or not;

2.6.12 Where deemed necessary, SRO shall be made available to provide assistance to other police officers and deputy sheriffs in matters relating to their school assignment or relating to students outside of the school environment. The SRO may be requested and allowed to assist in on-campus investigations

related to runaways, abuse or other similar crimes involving students of the District.

2.6.13 SRO shall maintain detailed records and reports on all operations of the Program. These reports shall be made available to school principal, the Superintendent, the School Board, the Sheriff, and/or his/her designee to the extent allowed by law;

2.6.14 SRO shall not act as the school's primary disciplinary force and shall defer to school administration on all decisions related to the imposition of school discipline on students.

2.7 The SRO assigned to the school shall be mutually agreed upon between the Superintendent and the Sheriff.

2.8 No SRO shall be assigned to work during times when school is not in session except upon the request of the Superintendent.

3. Duties and Responsibilities of the School District

3.1 The School District shall be responsible for paying 50 percent of all actual expenditures. For purposes of this Agreement, the term "all actual expenditures" shall include personnel costs and all other costs necessary to meet the obligations of this contract. In no event shall the School District be obligated to the County for amounts in excess of 50 percent of all actual expenditures, unless such amount is agreed to in writing by the parties. This agreement is based upon an estimated 40 hour work week. Organized, after hour, sporting events shall require the school district to employ off duty law enforcement personnel to perform security functions. This will be coordinated through the School District and the sheriff or his/her designee.

3.2 The parties hereto agree to pursue any and all grants and alternative funding sources which may be available to assist with the funding of the Program.

3.3 The School District shall provide an appropriate workspace in the school for SRO which shall include the following:

3.3.1 Access to an air-conditioned and properly lit area, which shall contain a telephone available for use by the SRO for business purposes;

3.3.2 A designated location for files and records that can be properly locked and secured and to which the SRO shall have access during all regular school hours;

3.3.3 A standard office desk with drawers, a desk chair, filing cabinet, standard office supplies, and access to a school-provided computer to be used for the purpose of creating official reports.

4. **Standard Operating Procedures.** The parties shall abide by and participate in the exercise of the terms of this agreement in accordance with the standard operating procedures, as amended from time to time, set out on Exhibit "A" attached hereto and made a part hereof.

5. **Dispute Resolution** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties hereto shall endeavor to resolve claims, disputes, and other matters in question between them by mediation unless the parties mutually agree otherwise. Request for mediation shall be filed in writing with the other party to this Agreement. The mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Dawson County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6. Notices.

6.1 Any notice required under this Agreement may be personally delivered or mailed in the United States mail, first-class postage prepaid to the party to be served at the following addresses:

County: Dawson County Sheriff
Attn Billy Carlisle, County Sheriff
19 Tucker Ave
Dawsonville, GA 30534

County: Dawson County Commission Chairperson
Attn Mike Berg, Chairman of the Board of Commissioners
25 Justice Way, Ste 2313
Dawsonville, GA 30534

With Copy to: Dawson County Attorney
Attn Joey Homans
272 Highway 9 South
PO Box 477
Dawsonville, GA 30534

School District: Dawson County School District
Attn Dr. Damon Gibbs, Superintendent
28 Main Street
Dawsonville, Georgia 30534

With Copy to: Cory O. Kirby, Esq.
340 Jesse Jewell Parkway
Wells Fargo Center, Suite 750
Gainesville, Georgia 30501

6.2 Notices personally served shall be deemed served on the date of delivery. Unless otherwise provided herein, notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Georgia, otherwise in the date which is two business days following the date of mailing. Any party hereto may change the address to which notice shall be sent by sending written notice to the other parties hereto.

7. **Miscellaneous Provisions.** The parties hereto agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen questions or difficulties will be resolved between the Sheriff and the Superintendent or their designees. Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no party may assign, delegate, or otherwise transfer any of its rights or obligations hereunder, except as provided herein, without the consent of each other party hereto, which consent shall not be unreasonably withheld. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia. This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities of any nature whatsoever. If any one or more of the provisions or parts of a provision contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such determination of invalidity illegality, or unenforceability shall not affect any other provision or part of a provision, but this Agreement shall be reformed and construed as if such invalid, illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set out below, effective the dates and year first above written.

DAWSON COUNTY

9/20/16
Date

By Cabinet
By: _____

Chairperson

Attest: _____, County Commission

DAWSON COUNTY SCHOOL DISTRICT

9/12/16
Date

Elaine Wilson
By: _____

Attest: Dr. Damon Gibbs
Superintendent

Approved: _____
_____, Sheriff

EXHIBIT "A"

SCHOOL RESOURCE OFFICER / LAW ENFORCEMENT / SCHOOL STAFF PROCEDURE AND GUIDELINES

The purpose of this administrative procedure is to provide procedure and guidelines for the conduct of SRO and other law enforcement authorities in the school and School System Staff and Administration and their interaction with SRO and other law enforcement. These are guidelines only and may and should be adjusted within reasonable and lawful limits on a case-by-case basis.

A. General Expectations Concerning the Roles of School Personnel and SRO

1. SRO shall comply with all applicable federal and state laws, School Board policies and procedures, school rules and County Sheriff's Department rules in carrying out their duties and responsibilities.
2. School administrators and staff are responsible for enforcing Board policies and school rules and for maintaining order in the schools. SRO who observes violations of policies and/or rules may intervene with students to stop the behavior and shall immediately report violations to appropriate administrators.
3. School administrators and staff may consult with and request assistance from SRO in addressing student violations of policies and rules as they deem appropriate. This does not contemplate that SRO shall become the school disciplinarian for the regular school disciplinary process, which responsibility and authority for said process shall remain with the school system administration and staff.
4. School administrators and staff will immediately notify the SRO if they have reason to believe that a student has committed a crime or if they obtain evidence of illegal activity (such as weapons, drugs or alcohol).
5. School administrators may request the assistance of SRO in enforcing Board policies, school rules and federal/state laws with visitors and intruders on school property.
6. Unless there is a health or safety emergency or an SRO otherwise reasonably deems immediate action is warranted, SRO shall consult with an appropriate school administrator prior to requesting additional law enforcement assistance on school grounds.
7. SRO shall maintain the same standards of professional conduct in his/her dealings with administration, staff, students, parents and community members.

B. Investigations, Questioning and Searches of Students for School-Related Purposes

1. Some types of student conduct that are forbidden by school rules, such as assaults, bomb threats, weapons possession and drug offenses, are also punishable by criminal law. When a particular act is both a violation of school rules and a crime, the school disciplinary investigation by school administrators and the criminal investigation by the police and district attorney will often operate simultaneously. The criminal investigation shall take priority and School administrators shall cooperate with SRO and law enforcement in their investigations.
2. Evidence of violation of state/federal laws will be turned over to the SRO, unless such disclosures are otherwise prohibited by FERPA or any other applicable law.
3. When practical, investigations, questioning and searches of students for school-related conduct that may violate both school rules and state or federal law will be conducted jointly by a school administrator and the SRO.
4. Since police investigative reports and police-obtained witness statements may not always be available to school administrators, the school staff and administrator shall prepare and maintain his/her own records and reports concerning school-related investigations.

C. Investigations, Questioning and Searches of Students for Non-School-Related Purposes

1. SRO and other law enforcement authorities are discouraged from using the schools as a venue for questioning and searching students for alleged violations of state or federal laws that are not related to the schools.
2. Exceptions will be made in the event of an emergency endangering student or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities.
3. The SRO (or other law enforcement official if applicable) is responsible for ensuring that the student is informed of his/her rights prior to questioning or a search in appropriate cases.

D. Arrests of Students at School

1. SRO and other law enforcement authorities are discouraged from arresting students at school for non-school-related activities.

2. Exceptions to the above will be made in the event of an emergency endangering student and/or staff safety or in exigent circumstances as authorized by law. Other exceptions may be made on a case-by-case basis after consultation between the Superintendent/designee and law enforcement authorities. When practical, the police should contact the school administrator before making an arrest in school.

3. If the SRO anticipates possible criminal charges, he/she should follow applicable laws and sheriff's office policies concerning questioning and searches of juvenile suspects (if the student is under 18) or adult suspects (if the student is 18 or older).

4. A student may be removed from school by an SRO or other law enforcement official when there is a court order, an arrest warrant or when a warrantless arrest is authorized by law. The school administrator shall make every attempt to notify the student's parent/guardian as soon as possible of the student's removal from school.

E. Confidentiality of Student Information and Records

1. Confidential information, protected by the State and Federal Law, including student records, shall not be disclosed except as otherwise required by law;

2. School administrators may release personally identifiable student information contained in education records to SRO and other law enforcement authorities in accordance with the requirements of the federal Family Educational Rights and Privacy Act and other applicable laws.

3. In appropriate cases, the SRO may be considered to be school official with legitimate educational interests in reviewing educational records in order to perform his/her professional responsibilities. Access to educational records will be provided with permission of the superintendent or principal as determined on a case by case basis.

4. SRO shall maintain confidentiality of personally identifiable student information in accordance with applicable laws, Board policies and school rules.

Backup material for agenda item:

3. Consideration of Senior Center Quilt Raffle Approval



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Senior Center Quilt Raffle Approval

Background Information:

Senior Center raffles off a homemade quilt each year to raise funds for Christmas presents for Senior Clients.

Current Information:

Quilt has been made and is on display at the center. Upon approval of raffle by BOC, Senior Center Staff and Clients will sell raffle tickets and winning ticket will be drawn in December. Approved raffle application is attached from Sheriff's Office.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 9-14-2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY SHERIFF'S OFFICE
RAFFLE LICENSE

THIS IS TO CERTIFY THAT

Organization

Dawson County Senior Center

The bearer of this license has met the requirements stated in
Georgia Code 16-12-22.1 to operate raffles.

Licensee: Dawn Pruett, Director

Address 201 Recreation Road, Dawsonville, Ga. 30534

LICENSE EXPIRES DECEMBER 31



Billy Carlisle, Sheriff of Dawson County

9-12-2016

Issued

Backup material for agenda item:

4. Consideration of FY17 Deanna Specialty Transportation, Inc. Contract



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Center

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes No

Agenda Item Title: Approval of FY17 Deanna Specialty Transportation, Inc.

Background Information:

Deanna Specialty Transportation, Inc. is the subcontractor for DHS Senior Transit Rides. They reimburse the county for all senior rides provided by Dawson County Transit and Dawson County Senior Center.

Current Information:

The rate of reimbursement for each ride remains the same at \$6.50 per trip.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10-06-2016

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

MEMORANDUM OF UNDERSTANDING
for DHS Coordinated Transportation Services

MEMORANDUM OF UNDERSTANDING BETWEEN:

The Dawson County Transit, Dawson County; hereinafter referred to as Contractor; and the Deanna Specialty Transportation, Inc.; hereinafter referred to as the DST, agree:

This Memorandum of Understanding has an effective beginning date of the 1st day of October, 2016 shall terminate on the 30th day of June, 2017 unless terminated earlier under other provisions of this Memorandum of Understanding.

WITNESSETH:

WHEREAS, the DST has a need for, and desires to purchase transportation services for eligible DHS consumers as needed.

AND

WHEREAS, the Contractor has represented to the DST it is available to provide transportation services for the described population

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

A. BOTH parties agree:

1. The DST will purchase the eligible transportation services.

2. Authorized DHS Human Service Providers will notify the Regional Transportation Office, Region 2 which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Information will be updated on TRIP\$ as needed and reported to the Regional Transportation Office, Region 2 per the GADHS policies.

3. The Contractor will invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the **eightth** of the month following the activity.

4. The DST agrees to reimburse Contractor for eligible transportation services delivered upon receipt of their reimbursement from the Georgia Department of Human Services.

Service and Payment

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from October 1, 2016 through June 30, 2017 unless terminated earlier in accordance with this agreement.

3. Services To Be Provided:

Contractor shall deliver transportation services to individuals registered with the Regional Transportation Office, TRIP\$ in accordance to regulations administered by the Georgia Department of Human Services. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to meet needs and render

said services the hours required by the site(s) served and per the GADHS policies and procedures.

Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.

Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by the State and the localities.

Contractor agrees to provide the DST certification/proof of workers' compensation insurance coverage on all Contractor's employees.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including clients rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Invoicing:

Contractor shall provide the DST with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the eighth day of the month following the activity.

6. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

Responsibilities

Information:

The Contractor agrees to make vehicles, vehicle files, and drive files available for DHS site visits. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator submitted with the monthly invoice.

Monitoring and Inspection

The DST and Regional Transportation Office/DHS will review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and inspect vehicles. Contractor will cooperate with The DST and Regional Transportation Office/DHS in making these and other documents and vehicles available.

Payment:

The DST agrees to remit payment for approved transportation services rendered by Contractor when reimbursement is received from the Georgia Department of Human Services Contractor.

Fee Schedule:

Each trip will be billed at the following rates: Aging \$6.50 per trip; Hourly \$35.00; Field Trip Daily \$200.

Amendments

5. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance to contract provisions for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date.

2. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

3. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

4. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

5. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements.

In consideration of the mutual promises, covenants and the payment terms set forth in this page and the attached contract, the DST agrees it shall purchase transportation services in accordance with the terms and conditions of this contract.

Agreed and entered into this 22nd day of September, 2016.

Dawson County Transit, Dawson County
Authorized Signature

Date

Title

Deanna Specialty Transportation, Inc.

Date

Chief Executive Officer
Title

Backup material for agenda item:

5. Consideration of FTA/GDOT FY17 5311 Operating/Capital Contract



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Transit

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Approval of FTA/GDOT FY17 5311 Operating/Capital Contract

Background Information:

FY17 Operating/Capital Budget was approved on November 19, 2015. 5311 program is a 50/50 percent match for operating and 90/10 percent for capital. Difference in approved capital budget from contract is \$82.47 (10% county match) due to change in vendor for new bus.

Current Information:

Contract continues the 50% match from Federal and State Funding in the amount of \$107,654.00 for Operating and 90% in the amount of \$40,502.70 for Capital.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5540	various				

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

September 14, 2016

Mrs. Dawn Pruett
Dawson County Board of Commissioners
25 Justice Way, Suite 2313
Dawsonville, GA 30534

In Re: FTA FY17 5311 Operating/Capital
PID - T005878
Contract Amount - \$148,156.70

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) contracts for the FTA FY17 5311 Operating/Capital Program. The project contains 50% operating federal funds in the amount of \$107,654.00. There is a local match of 50% in the amount of \$107,655.00. The project also contains 80% capital federal funds in the amount of \$36,002.40 with 10% state funds of \$4,500.30, and a local match of 10% in the amount of \$4,500.30.

Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.


Please remit a check in the amount of \$4,500.30 payable to the Georgia Department of Transportation which represents the county's 10% local share for the vehicle purchase only. These funds will be used to assist with the purchase of capital assets on your behalf under statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Return the contracts and the check to:

Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Specialist at (770) 531-5738.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:tkb
Enclosures

AGREEMENT
FOR
TRANSIT OPERATING AND CAPITAL ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

PROJECT ID NUMBER: T005878

THIS AGREEMENT made and entered into this _____, _____ by
and between the DEPARTMENT OF TRANSPORTATION and _____ of Georgia,
hereinafter called the "DEPARTMENT", and DAWSON COUNTY hereinafter called the
"SPONSOR".

DO NOT
DATE

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating and capital assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit financial assistance is needed for transportation services in its non-urbanized area, and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR, the DEPARTMENT has applied to FTA for said Section 5311 funds, and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking;

NOW THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I
SCOPE AND PROCEDURE

Grants made under this agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in the SPONSOR's Section 5311 Application, herein referred to as PROJECT APPLICATION, on file at the DEPARTMENT and incorporated by reference as if fully set out herein.

(A) Operating Assistance

This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the DAWSON COUNTY area, the terms and conditions of said funding as agreed to in the PROJECT APPLICATION.

- (a) The SPONSOR agrees to comply with all the terms and conditions required by FTA under the PROJECT APPLICATION.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the DAWSON COUNTY area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement. However, the SPONSOR may provide in-kind services for any or all of its share of the operating costs.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under

Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.

- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT's established procedure.
- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management and Budget Circular A-87, FTA Circular 9040.IB relating to private sector participation guidelines, and those applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

(B) Capital Acquisitions

(a) Acquisition of Vehicles and Equipment

1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process the following item(s):

One (1) Shuttle Van w/ lift

2. Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said equipment to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.

3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:

N/A

Prior to the purchase of this equipment, the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.

- (b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the

DEPARTMENT as first lienholder on the Title Certificate for the duration of the life of the equipment.

- (c) During the period of contract performance, the SPONSOR shall use the PROJECT equipment for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. To effectively fulfill this responsibility, the SPONSOR will designate an individual to be general manager of the system and shall notify the DEPARTMENT in writing of this designation. The SPONSOR agrees to be responsible for all operating costs of the system.
- (d) During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT equipment; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT equipment is used in a manner or for a purpose other than mass transportation.
- (e) During the period of contract performance, the SPONSOR shall maintain the PROJECT equipment at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- (f) The SPONSOR shall maintain, in amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- (g) During the period of contract performance, the SPONSOR agrees to provide each project vehicle with liability insurance in an amount not less than \$500,000 bodily injury per person, \$700,000 all bodily injuries, and \$50,000 property damage.
- (h) If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph (d) of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another

transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- (i) The SPONSOR shall not permit the use of the PROJECT equipment for partisan political purposes.
- (j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

ARTICLE II COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE III EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Contract, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV PROHIBITED INTEREST

No member, officer, or employee of the SPONSOR during his tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE V
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Comptroller General of the United States Department of Transportation may at all reasonable times inspect all vehicles and equipment purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such vehicles, and all relevant PROJECT data and records.

The SPONSOR shall also permit the authorized representatives to audit the books, records, and accounts of the SPONSOR pertaining to the PROJECT.

ARTICLE VI
AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for Operating Assistance commencing upon the beginning of the operating period, and continuing until the end of the operating period as denoted on the Exhibit A1, Budget. The Capital Improvements and the purchase of improvements provided under the terms of this Agreement shall be completed as defined in the EXHIBIT A2 and A3, Budget. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in EXHIBIT A 1-3 for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII.

ARTICLE VII
RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent provided by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents, and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits,

claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

ARTICLE VIII COMPENSATION

(A) Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.1E, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00), which includes the administrative and operating costs, as established in EXHIBIT A1.
- (2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning 07/01/2016 and ending 6/30/2017, as reflected in the final audit, is less than ONE HUNDRED SEVEN THOUSAND SIX HUNDRED FIFTY-FOUR and 00/100 Dollars (\$107,654.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

(B) Capital Acquisitions

(1) It is understood and agreed that the total estimated eligible net Capital project cost is FORTY-FIVE THOUSAND THREE and 00/100 Dollars (\$45,003.00), as shown, if any, in EXHIBIT A2 and A3, Capital Budget, which is attached and incorporated as if fully set out herein. The SPONSOR shall pay to the DEPARTMENT, prior to the purchase of said equipment, FOUR THOUSAND FIVE HUNDRED and 30/100 Dollars (\$4,500.03), which shall constitute the local share in acquiring the said improvements. The DEPARTMENT'S participation in the acquisition cost of said improvements shall be FORTY THOUSAND FIVE HUNDRED TWO and 70/100 Dollars (\$40,502.70), which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.

(2) It is further agreed that the DEPARTMENT'S obligation for the purchase of the aforementioned improvement shall not exceed the sum of is FORTY THOUSAND FIVE HUNDRED TWO and 70/100 Dollars (\$40,502.70). However, if the sum total of the actual cost in acquiring the improvements shall be less than is FORTY-FIVE THOUSAND THREE and 00/100 Dollars (\$45,003.00), the DEPARTMENT shall be obligated to pay ninety percent (90%) of the actual cost.

(C) The DEPARTMENT'S maximum obligation, \$148,156.70, as set forth above is funded by the FTA. No entity of the State of Georgia other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the project, the DEPARTMENT's payment obligations shall not exceed the availability of such FTA funds, and the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

ARTICLE IX
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE X
SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

ARTICLE XI
PAYMENTS

A. PARTIAL PAYMENT. The SPONSOR shall submit to the DEPARTMENT monthly statements of the Operating and Capital costs applicable to this agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payments will be made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the voucher and which is specifically set for in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII, Compensation, covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT AND PROJECT CLOSEOUT:

1. If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after the contract expiration date, the DEPARTMENT may at its discretion consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final statement by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.
2. IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT, if applicable, an audited financial statement reflecting all eligible costs incurred for the SPONSOR'S public transportation services.
3. The audit shall be performed by an independent auditor or audit firm and shall conform to OMB CIRCULAR A-133. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services and acquisition of Capital items for the period July 1, 2016 to June 30, 2017 and acquisition of Capital items shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime Contract.

ARTICLE XIV
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia. The DEPARTMENT reserves the right to terminate the Contract at any time for just cause upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

ARTICLE XV
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XVI
COMPLIANCE WITH APPLICABLE LAWS

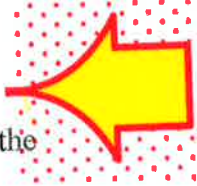
- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "DRUG-FREE WORKPLACE Act" have been complied with in full, as stated in EXHIBIT C of this Agreement.
- D. IT IS FURTHER agreed that the SPONSOR shall comply with and require its consultants to comply with the requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, EXHIBIT D, and GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT.
- E. IT IS FURTHER AGREED that the SPONSOR shall comply and require its subcontractors to comply with the "SPECIAL PROVISION," requirements in accordance with Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving October 1, 2009, 23 U.S.C.A. – 402 note, <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/html/E9-24203.htm> and DOT Order 3902.10 Text Messaging December 30, 2009 located at http://www.dot.gov/sites/dot.dev/files/doc/FAPL_2010-01.pdf incorporated by reference and a made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply and require its subcontractors to comply with the applicable requirements of the Americans with Disabilities Act.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit

Administration, Master Agreement, located at www.fta.dot.gov/documents/22-Master.pdf, or the most recent version thereof, incorporated by reference and made a part of this Agreement as if fully set out herein.

- H. The SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- I. The SPONSOR shall comply and require its consultants to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.
- J. Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

DEPARTMENT OF TRANSPORTATION BY:

DAWSON COUNTY:

Commissioner (SEAL)

BY: _____ (SEAL)
Title: _____

ATTEST:

Treasurer

IN THE PRESENCE OF:

Witness

Sworn and subscribed before me this
____ day of _____, 20____,
in the presence of _____ :

Notary Public (SEAL)

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

Please affix Seal

EXHIBIT A1
FY17 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2016-June 30, 2017
DAWSON COUNTY
Project ID Number - T005878

Item	Description	SCOPE	FTA ALI CODE	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Rural Transit Administrative and Operating Cost	300-A1	30.09.01	\$215,309.00	\$107,654.00		\$107,655.00
	Total Cost			\$215,309.00	\$107,654.00	\$0.00	\$107,655.00

Funding Distribution

Federal (50%)	\$107,654.00
State (0%)	\$0.00
Local (50%)	\$107,655.00
Total Estimated Operating Cost	\$215,309.00

Fund Sources

216FA
n/a
49001

PID Number - T005878

FTA Grant Number: GA-2016-006-00

FTA Project: GA-2016-006-01-00

FTA PO: GA-18-X034

CFDA: 20.509

DUNS#039486055

EXHIBIT A2
FY17 Capital Vehicle Purchases
FTA 5311 Rural Transit Vehicles
Period of Eligible Expenses - July 1, 2016 - June 30, 2017
DAWSON COUNTY

Item	Description	SCOPE	FTA ALI #	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
1	Shuttle Van w/lift	111-A2	11.12.03	1	\$45,003.00	\$45,003.00	\$36,002.40	\$4,500.30	\$4,500.30
0	n/a		X.XX	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Capital Cost						\$45,003.00	\$36,002.40	\$4,500.30	\$4,500.30

Funding Distribution:		Fund Sources
Federal (80%)	\$36,002.40	216FA
State (10%)	\$4,500.30	01174
Local (10%) Deposited at GDOT	\$4,500.30	40853
Total Project Cost	\$45,003.00	

PID Number - T005878
FTA Grant Number: GA-2016-006-00
FTA Project: GA-2016-006-01-00
FTA PO: GA-18-X034
CFDA: 20.509
DUNS#039486055

EXHIBIT A3
Capital Purchases Other Than Vehicles
FY17 FTA 5311 Rural Transit Program
July 1, 2016 - June 30, 2017
DAWSON COUNTY
Project ID Number - T005878

Item	Description	FTA ALI CODE	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
	n/a	n/a	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	n/a	n/a	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Other Capital				\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution		Fund Sources
Federal (80%)	\$0.00	216FA
State (10%)	\$0.00	01174
Local (10%)	\$0.00	40853
Total Project Cost	\$0.00	

PID Number - T005878
FTA Grant Number: GA-2016-006-00

FTA Project: GA-2016-006-01-00
FTA PO: GA-18-X034
CFDA: 20.509
DUNS#039486055

EXHIBIT B
CERTIFICATION OF SPONSOR
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____ Date

_____ Signature

EXHIBIT C

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Dawson County
Contract No. and Name: T005878 - FY17 - FTA 5311 Operating and Capital
July 1, 2016 - June 30, 2017

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.



E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF , 201

Notary Public

[NOTARY SEAL]

My Commission Expires:

APPENDIX A

CERTIFICATION OF SPONSOR

I hereby certify that I am the _____ and duly authorized representative of the firm _____ whose address is _____ I hereby certify to the best of my knowledge and belief that:

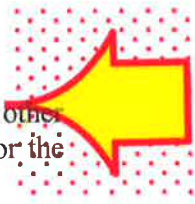
- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):



I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

APPENDIX B

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX C

**PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

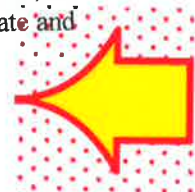
I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

(SEAL)



Please affix
Seal

Instructions for Appendix C Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Appendix C.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix C, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX D

**LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

_____ (SEAL)
Signature

Please affix
Seal



Instructions for Appendix D Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix D.

2. The certification, Appendix D, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - - - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

Backup material for agenda item:

6. Consideration of Request for FTA/GDOT FY16 and FY17 Capital Funding during Dawson County FY16 Budget



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Transit

Work Session: 10-13-2016

Prepared By: Dawn Pruett

Voting Session: 10-20-2016

Presenter: Dawn Pruett

Public Hearing: Yes _____ No X

Agenda Item Title: Request for FTA/GDOT FY16 & FY17 Capital Funding during Dawson County FY16 Budget

Background Information:

FTA/GDOT budgets run from July –June. Dawson County replaces one bus per calendar year and has a \$5,000 capital budget for this expense. FY16 was \$4,417.80 plus an additional \$82.50 for a total of \$4,500.30. The additional amount was because a change in price due to a change in the vendor for the bus. FY17 is the same at \$4,500.30.

Current Information:

GDOT has requested funding for both capital projects (one bus per calendar year) for FY16 and FY17 during the FY16 county calendar year.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5542	571000	\$5,000.00	\$499.70	\$5,000.00	

Recommendation/Motion: _____

Department Head Authorization: Dawn Pruett

Date: 10-3-2016

Finance Dept. Authorization: Vickie Niekirk

Date: 10-4-2016

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

180

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

February 17, 2016



Mrs. Dawn Pruett, Director
Dawson County
25 Justice Way, Ste-2313
Dawsonville, GA 30534

In Re: FTA FY16 5311 Capital SA #1
PID – T005505
SA Amount - \$132,747.00

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) supplemental agreements for the FTA FY16 5311 Capital Program. The project contains 80% federal funds in the amount of \$35,342.40, with 10% state funds of \$4,417.80, and a local match of 10% in the amount of \$4,417.80.


Please have all three supplemental agreements signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Please remit a check in the amount of \$4,417.80 payable to the Georgia Department of Transportation which represents the county's 10% local share. These funds will be used to assist with the purchase of capital assets on your behalf under statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Return the supplementals and the check to: Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Coordinator, at (706) 969-3408.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:tkb
Enclosures

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

August 26, 2016

Mrs. Dawn Pruett, Transit Director
Dawson County
25 Justice Way Suite 2313
Dawsonville, GA 30534

In Re: FTA 5311 – FY16 Capital
Project Number – T005505
Supplemental Agreement #2 Amount- \$40,502.70

Dear Mrs. Pruett:

Enclosed for execution by Dawson County are three (3) supplemental agreements for the FTA FY16 5311 Capital Program. This supplemental agreement is to reflect the new vehicle cost related to our change in vehicle vendor. The project contains 80% federal funds in the amount of \$36,002.40, with 10% state funds of \$4,500.30, and a local match of 10% in the amount of \$4,500.30.

Please have all three supplemental agreements signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.


We received your capital check of \$4,417.80 on 3/28/2016. **Please remit a check in the amount of \$82.50 payable to the Georgia Department of Transportation which represents the county's additional 10% local share.** These funds will be used to assist with the purchase of capital assets on your behalf under our statewide contract. Failure to remit a check in the correct amount along with the three contracts will result in a delay with the execution of your contract as well as the procurement of the vehicles you have requested.

Please return the supplemental agreements and the check to:

Georgia Department of Transportation
Division of Intermodal – Toshiro Butler
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Jemal Sheppard, Public Transportation Specialist, at (770) 531-5738.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:trf
Enclosures

Backup material for agenda item:

7. Consideration of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services

To view solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Fleet Administration

Work Session: 10/13/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 10/20/2016

Presenter: Shannon Harben, Fleet Administrator

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #282-16 RFP Heavy Truck Maintenance & Repair Services
Background Information:

This is a standard service contract bid every three (3) years. The current contract has exhausted all renewals and will expire December 31, 2016. CC Walls Garage, Inc. is the current provider and all vendor evaluations have been positive.

Current Information:

One (1) bid was received by CC Walls Garage, Inc. The vendor turned in a complete bid and meets all qualifications and requirements. Pricing remained the same since 2013 bid. Staff recommends this vendor.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
615	4910	531590	FY2017 Proposed: \$198,339.00 FY2016:			

Recommendation/Motion: Staff respectfully requests the Board to award bid #282-16 RFP Heavy Truck Maintenance & Repair to the most responsive, responsible bidder CC Walls Garage, Inc., from Cumming, GA, and approve the contract as submitted.

Department Head Authorization: David McKee, Public Works Director

Date: 10/04/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/2016

County Manager Authorization: Dave Headley

Date: 10/06/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.org > Bids & RFPs> Under Evaluation. Exhibit A is the RFP, Exhibit B is the pricing. Presentation and contract are attached.

#282-16 RFP Heavy Truck Maintenance & Repair Services

WORK SESSION OCTOBER 13, 2016



Background

- ▶ Standard service contract for work on heavy truck/equipment that cannot be performed in-house at Fleet
- ▶ Contract is on an as-needed/on-call basis
- ▶ Contract pricing by year:
 - ▶ FY2014 - \$86,212
 - ▶ FY2015 - \$47,588
 - ▶ FY2016 - \$40,607 (YTD)
- ▶ Current contract with CC Walls Garage, Inc. has exhausted all renewals and will expire December 31, 2016
- ▶ All vendor evaluations have been positive

Scope of Work

- ▶ Contractor to provide all labor, materials, tools, shop and equipment to complete scope of work
- ▶ Must have 5 years experience in heavy truck maintenance and repair with certifications
- ▶ Vendor must be able to repair complete braking systems (air and hydraulic), suspension systems, computer/electronics diagnostic trouble shooting, basic engine repairs, complete engine rebuilds or replacement as deemed necessary, intake system repairs, turbo/intercooler/EGR repairs/replacement, cooling system repairs, be able to make transmission repairs or replacement as needed, clutch replacement, complete drivetrain repair, complete steering system repair, shifter repair, driveline/rear axle/power divider repair replacement, hydraulic cylinder/ hydraulic repairs, electrical/lighting system repairs, coupling/5th wheel repair/replacement, and other items as deemed necessary.

Heavy Truck Inventory

Dump Trucks	2007 International 76, CAT Engine 1999-2000 Mack RD688, Mack Engine	Semi-Trucks	1999 Mack CH 614, Mack Engine 2013 Caterpillar CT660, Mann Engine
Medium Duty Trucks	1999 Freightliner FL60, CAT Engine 1997 Ford F700 2005 Ford F750 2008 Ford F550 2016 Dodge 5500HD	Ambulances	1999-2007 Ford F-450's and F-550's 2014 Dodge 5500HD's
Fire Trucks	2015 Pierce Contender 2011 Pierce Contender's 2009 Peter Built PB 340 2000 Spartan E-One Eagle 2000 Ford F-750 1999 Spartan Fire Truck's 1998 Chevy C6500's 1993 International 4800 1987 Ford 8000 Custom Cab 1985 GMC 7000	Semi/Large Trailers	SpecTec Walking Floor Refuse Trailer Travis Walking Floor Refuse Trailer East Walking Floor Refuse Trailer Other flatbed trailers to haul equipment
		Miscellaneous Vehicles	2000 Blue Bird Bus

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ Notified local vendors
- ▶ **1 bid received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Criteria – Heavy Equipment

Company	Total Points	CC Walls Garage, Inc.
Company Background & Staff	20	19.5
Similar Work Experience	25	25
References	15	15
Warranty	10	9.5
Price Proposal	30	30
Total	100	99

Pricing – Heavy Equipment

Item	CC Walls Garage, Inc.
Hourly Rate – Normal Business Hours	\$65.00
Hourly Rate – Emergency Service Calls (Weekend/Holidays)	\$75.00
Percentage Markup on Parts (with proof of purchase)	20%
Warranty	Labor – NA Parts – 1 year unless stated otherwise by manufacturer
Towing/Hauling Charges	Will call Jackson Towing
Distance to Dawson County	½ miles
Response Time – Normal Business Hours	30 minutes – 1 hour
Response Time – Normal Business Hours - URGENT	Immediately – 15 minutes
Response Time – Emergency Calls	15 minutes – 30 minutes
Certified Diesel & Heavy Truck Technician on Staff	Yes
EVT Certification (not mandatory)	No
Own majority of tools needed to complete SOW	Yes

Recommendation

Staff respectfully requests the Board to award bid #282-16 RFP Heavy Truck Maintenance & Repair to the most responsive, responsible bidder CC Walls Garage, Inc., from Cumming, GA, and approve the contract as submitted.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2017
Contract End Date: December 31, 2017
Contract Name: Heavy Truck Maintenance & Repair Services
Vendor Name: CC Walls Garage, Inc.
Address: 6685 Dahlonega Highway
Cumming, GA 30028
Telephone No.: 770-887-3696
Contact Person: Jay E Walls, President
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 20th day of October, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and CC Walls Garage, Inc., a Georgia corporation (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. **#282-16 RFP Heavy Truck Maintenance & Repair Services** and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Proposals and the addenda issued for the Request for Proposals set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

2. **Term of Agreement**

This Agreement shall commence on the 1st day of January, 2017 and shall terminate on December 31, 2017 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Bidder's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #282-16 RFP Heavy Truck Maintenance & Repair Services. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Bidder's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #282-16 RFP Heavy Truck Maintenance & Repair Services. Title to any supplies, materials, Truck, or other personal property shall remain in the Contractor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. **Payment**

Compensation to the Contractor shall be as set forth in the Request for Proposals, any addenda issued for the Invitation for Bids, and the Contractor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the County that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the County, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the County. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the County.

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person

caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

8. Change Order

Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

9. Confidential Information

While performing services for the County, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data,

maps, or other materials prepared in accord with the terms of this Contract and Agreement.

10. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:

Contractor:

Dawson County Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20__.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: Mike Berg
Title: Chairman

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: Danielle Yarbrough
Title: County Clerk

By: _____
Name: _____
Title: _____



**282-16 RFP HEAVY TRUCK MAINTENANCE & REPAIR SERVICES
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: C. C. Walls Garage, Inc.

Provide all materials, equipment and labor for **Heavy Truck Repair & Maintenance** under an annual contract at **Company Name:** C. C. Walls Garage, Inc.

Pricing:			
A	During NORMAL business hours	Hourly Rate: \$ 65.00	Travel time service charge: \$ 0.00
B	EMERGENCY Service Call – includes weekends and holidays	Hourly Rate: \$ 75.00	Travel time service charge: \$ 0.00
C	Percentage markup on parts with proof of markup	20 %	
D	Towing/hauling charge to vendor location Sub-Contract to Jackson Towing	\$	

Qualifications:			
E	Certified Diesel & Heavy Truck technician on staff? (provide copy with RFP)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	EVT certified technician on staff? (NOT MANDATORY - provide copy with RFP)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Distance in miles to Dawson County:	one half mile (1/2)	
	Own the majority of necessary tools and equipment to complete SOW?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Are you equipped for moving/hauling heavy trucks?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Warranty of labor and parts:	<ul style="list-style-type: none"> Labor: _____ Parts: <u>One year unless stated otherwise by part manufacturer or supplier.</u> 	

Response Times			
F	Response time during NORMAL business hours:	30 minutes to one hour	
	Response time for URGENT calls during normal business hours:	Immediately to 15 minutes	
	Response time for EMERGENCY calls outside normal business hours:	15 to 30 minutes	
	24-Hour Emergency Contact Information:	140 Reece Rd, Dawsonville Ga - 678-776-5915	
Turnaround Time			706-265-3893
G	Turnaround time on STANDARD repairs (estimated):	Dependent upon the repair	

J. E. Walls
Authorized Representative (Signature)

September 7, 2016
Date

Jay E. Walls President, CEO & General Manager
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Backup material for agenda item:

8. Consideration of Bid #283-16 Dodge Vehicles for Dawson County Government

To view solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works & DCES

Work Session: 10/13/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 10/20/2016

Presenter: Davida Simpson, Purchasing Director

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #283-16 IFB Dodge Vehicles for Dawson County Government

Background Information:

Of the vehicles that met or exceeded the County's Vehicle Replacement Policy, five (5) vehicles were approved for replacement in 2016. All vehicles were approved in 2016 Budget. Of the five (5) vehicles to be replaced, two (2) have yet to be replaced due to bidders failing to submit responsive bids. The Roads Department requested a 5500 Ram (chassis only) and DCES requested a 2500 Ram Cargo Van. All requests were based of the individual needs of each department in order to complete daily duties.

Current Information:

Two (2) bids were received. Ginn Commercial was the lowest, most responsive, responsive bidder. Vehicles meet the requested specifications.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
350	4220	542200	\$150,000.00	\$71,618.00	\$71,618.00	\$0.00
324	4220	542200			\$3,168.00	

Recommendation/Motion: Staff respectfully requests the Board to award #283-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Ginn Commercial from Covington, GA, for the purchase of two (2) Dodge vehicles in the amount of \$74,786.00. The \$71,618.00 to be paid the Capital Projects Funds and \$3,168.00 to come from SPLOST VI which is an approved expenditure for a Public Works vehicles and equipment.

Department Head Authorization: David McKee, Public Works

Date: 10/04/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/2016

County Manager Authorization: Dave Headley

Date: 10/06/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.com > Bids & RFPs > Under Evaluation, Exhibit A is the RFP, Exhibit B is the pricing and presentation attach

Dodge Vehicles for Dawson County Government Bid #283-16 IFB

WORK SESSION OCTOBER 13, 2016



Background

- ▶ 5 Vehicles were identified as meeting or exceeding the Vehicle Replacement Policy in 2015
 - ▶ Vehicle Replacement Policy: Over 175,000 miles and/or over 10 years old
 - ▶ 3 Vehicles have already been replaced
 - ▶ 2 Vehicles were bid non-responsively – Roads Department & DCES
- ▶ Approved for replacement in the 2016 Budget
 - ▶ Total budget \$150,000 for Capital Projects Fund
 - ▶ \$71,618.00 remaining
 - ▶ Any overages to come from department's budget

Vehicle List

Department	Replacing	Current Mileage	New Vehicle	Reason for Upgrade if Applicable
DCES	2007 Ford Expedition	194,480	2016 Dodge Cargo Van	Need to transport equipment to 7 stations, perform small repairs in back and to haul heavy equipment and pull trailers if needed.
Roads Department	2007 Chevrolet 2500 Truck	214,450	2016 Dodge 5500, Chassis only in bid, Box to be purchased separately	Larger truck is needed to haul trailers and equipment.

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **2 bids received**

Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST Administrator
- ▶ Lanier Swafford, Chief DCES
- ▶ Shannon Harben, Fleet Administrator
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing - Dodge

Company	5500 Ram for Roads Department	2500 Cargo Van for DCES	Delivery Time
Ginn Commercial	\$46,339.00	\$28,447.00	8-10 weeks
Jacky Jones Ford	\$46,700.00	\$29,200.00	Vendor reported TBD

Recommendation

Staff respectfully requests the Board to award #283-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Ginn Commercial from Covington, GA, for the purchase of two (2) Dodge vehicles in the amount of \$74,786.00. The \$71,618.00 to be paid the Capital Projects Funds and \$3,168.00 to come from SPLOST VI which is an approved expenditure for a Public Works vehicles and equipment.



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 3**

Company Name: Ginn Chrysler Jeep Dodge LLC

Bidder's Price Proposal Forms will include pages 22-24 based on specifications in bid.

Please place a check beside each vehicle included in your bid. Any item(s) not bid should be marked "No Bid" on the response forms provided. Any and all item(s) left blank will be considered a no bid for that item. If submitting multiple bids for one vehicle, indicate multiple bid options on the top of each page. Note: All pricing MUST be completed and listed on forms provided. Additional support documentation (not quotes) may be attached for reference.

- 1. Vehicle #1 – Roads Department Ram 5500
- 3. Vehicle #2 – DCES 2500 Cargo Van

Do you accept Net 30 terms? Yes No

If no, payment terms requested: 20 DAYS if possible

Marion D. Shearill
Authorized Representative (Signature)

8/30/2016
Date

Marion D. Shearill / Government Sales Manager
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 2 OF 3**

Company Name: Sunn Chrysler Jeep Dodge LLC

ROAD DEPARTMENT 5500 RAM – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	46,339 ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	46,339 ⁰⁰
DELIVERY TIME		10 TO 14 WEEKS
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	<input checked="" type="radio"/> COMPLY	<input type="radio"/> DOES NOT COMPLY

Marion D. Sheerill
Authorized Representative (Signature)

8/30/16
Date

MARION D. SHEERILL / Government Sales Manager
Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET



**BID #283-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
 VENDOR'S PRICE PROPOSAL FORM
 PAGE 3 OF 3**

Company Name: Ginn Chrysler Jeep Dodge LLC

DCES 2500 CARGO VAN – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	24,870 ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	3,607 ⁰⁰
BASE + ADDITIONAL EQUIPMENT PRICE	\$	28,477 ⁰⁰
TOTAL PRICE	\$	28,477 ⁰⁰
DELIVERY TIME		8 TO 10 WEEKS
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	<u>COMPLY</u>	DOES NOT COMPLY

Marion D. Sherrell
 Authorized Representative (Signature)

8/30/16
 Date

MARION D. SHERRELL / Government Sales Manager
 Authorized Representative/Title
 (Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PACKET

Backup material for agenda item:

9. Consideration of Safety Coordinator Resolution



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes No

Agenda Item Title: Presentation of Safety Coordinator Resolution

Background Information:

Participation in the Local Government Risk Management Services (LGRMS) Safety Discount Program provides us with a 7.5% discount on Workers' Compensation renewal and 5% for Property and Liability.

Current Information:

HR Specialist Kristi Hudson assumed the Safety Coordinator duties when former Emergency Services Director Billy Thurmond retired.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the Safety Coordinator Resolution as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization:

Date:

County Manager Authorization: Dave Headley

Date: 10/6/2016

/County Attorney Authorization:

Date:

Safety Coordinator Resolution

SAFETY COORDINATOR RESOLUTION

WHEREAS, Dawson County has agreed to establish the position of Safety Coordinator to establish and oversee a safety program to assist with the loss prevention efforts of the county;

WHEREAS, the Safety Coordinator will be responsible for insuring compliance with certain safety rules and regulations that protect the well-being of county employees and the general public;

WHEREAS, the Safety Coordinator will be responsible for:

- Establishing and coordinating safety meetings and self inspections to identify safety related hazards;
- Coordinating and implementing safety rules and training for supervisors and employees and/or making recommendations to management regarding such items;
- Reviewing and/or investigating all employee accidents for causes and making recommendations for improvements and corrections;
- Conducting periodic safety self inspections of all vehicles, buildings, grounds, equipment and machinery, and work practices and conditions to determine potential injury exposures;
- Documenting and maintaining inspection records and implementing any follow up actions; and

WHEREAS, the Safety Coordinator can ensure that qualifications have been met that will enable the county to receive a substantial discount discounts on their insurance costs.

NOW THEREFORE BE IT RESOLVED that the position of Safety Coordinator is established for Dawson County.

RESOLVED this 20th day of October, 2016.

BOARD OF COMMISSIONERS OF
DAWSON COUNTY, GEORGIA
_____, CHAIRMAN

ATTEST:

County Commissioner or Clerk
Adopted: _____

Backup material for agenda item:

10. Consideration of 2017 Holiday and Payroll Calendar



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes No

Agenda Item Title: Presentation of 2017 Dawson County Holiday and Payroll Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2017 Dawson County Holiday & Payroll Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization: Vickie Neikirk

Date: 10/04/16

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization:

Date:

Comments/Attachments:

2017 Dawson County Holiday & Payroll Calendar

PAYROLL CALENDAR FOR 2017

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/17/2016	12/30/2016	1/6/2017	JANUARY	1
12/31/2016	1/13/2017	1/20/2017		2
1/14/2017	1/27/2017	2/3/2017	FEBRUARY	3
1/28/2017	2/10/2017	2/17/2017		4
2/11/2017	2/24/2017	3/3/2017	MARCH	5
2/25/2017	3/10/2017	3/17/2017		6
3/11/2017	3/24/2017	3/31/2017		7
3/25/2017	4/7/2017	4/14/2017	APRIL	8
4/8/2017	4/21/2017	4/28/2017		9
4/22/2017	5/5/2017	5/12/2017	MAY	10
5/6/2017	5/19/2017	5/26/2017		11
5/20/2017	6/2/2017	6/9/2017	JUNE	12
6/3/2017	6/16/2017	6/23/2017		13
6/17/2017	6/30/2017	7/7/2017	JULY	14
7/1/2017	7/14/2017	7/21/2017		15
7/15/2017	7/28/2017	8/4/2017	AUGUST	16
7/29/2017	8/11/2017	8/18/2017		17
8/12/2017	8/25/2017	9/1/2017		18
8/26/2017	9/8/2017	9/15/2017	SEPTEMBER	19
9/9/2017	9/22/2017	9/29/2017		20
9/23/2017	10/6/2017	10/13/2017	OCTOBER	21
10/7/2017	10/20/2017	10/27/2017		22
10/21/2017	11/3/2017	11/10/2017	NOVEMBER	23
11/4/2017	11/17/2017	11/24/2017		24
11/18/2017	12/1/2017	12/8/2017	DECEMBER	25
12/2/2017	12/15/2017	12/22/2017		26
12/16/2017	12/29/2017	1/5/2018	JANUARY	1

2017 HOLIDAY SCHEDULE

New Year's Day (Observed)	Monday 1/2/2017		Veteran's Day	Friday 11/10/2017
MLK Day	Monday 1/16/2017		Thanksgiving	Thursday 11/23/2017
President's Day	Monday 2/20/2017		Day after Thanksgiving	Friday 11/24/2017
Memorial Day	Monday 5/29/2017		Christmas Eve (Observed)	Friday 12/22/2017
Independence Day	Tuesday 7/4/2017		Christmas Day	Monday 12/25/2017
Labor Day	Monday 9/4/2017			

Floating Holiday (8 Hrs) - may be taken at employee's discretion during the year

No insurance deductions withheld

Date falls on Holiday - Check processing will be adjusted to 11/09/2017

Date falls on Holiday - Check processing will be adjusted to 11/22/2017

Date falls on Holiday - Check processing will be adjusted to 12/21/2017

Backup material for agenda item:

11. Consideration of 2017 Board of Commissioners Meeting Schedule



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 10/13/2016

Prepared By: Danielle Yarbrough

Voting Session: 10/20/2016

Presenter: Danielle Yarbrough

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of 2017 Board of Commissioners Meeting Calendar

Background Information:

Current Information:

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept the 2017 Board of Commissioners Meeting Calendar as presented

Department Head Authorization: Danielle Yarbrough

Date: 10/03/16

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Dave Headley

Date: 10/6/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

2017 Board of Commissioners Meeting Calendar

**Dawson County Board of Commissioners
Draft Meeting Calendar 2017**

Voting Session	Work Session
	01/12/17
01/19/17	01/26/17
02/02/17	02/09/17
02/16/17	02/23/17
03/02/17	03/09/17
03/16/17	03/23/17
04/06/17	04/13/17
04/20/17	04/25/17 Tuesday *
05/04/17	05/11/17
05/18/17	05/25/17
06/01/17	06/08/17
06/15/17	06/22/17
07/06/17	07/13/17
07/20/17	07/27/17
08/03/17	08/10/17
08/17/17	08/24/17
09/07/17	09/14/17
09/21/17	09/28/17
10/05/17	10/12/17
10/19/17	10/26/17
11/02/17	11/09/17
11/16/17	11/21/17 Tuesday *
12/07/17	12/14/17
12/21/17	

Backup material for agenda item:

12. Consideration of Windstream Communications Contract Addendum Renewal



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 10-13-16

Prepared By: Vickie Neikirk

Voting Session: 10-20-16 _____

Presenter: Joey Homans, County Attorney

Public Hearing: Yes _____ No x

Agenda Item Title: Presentation and Consideration for Annual Contract Addendum with Windstream for internet services for the Dawson County Government Center

Background Information:

Dawson County Board awarded Bid # 240-14 RFP Internet Service Provider for Dawson County Government to Windstream Communications to provide internet to all government facilities. Original contract is renewed on an annual basis with a final renewal expiration date of December 21, 2020. County can give 30 days notice to terminate the contract. Board agreed to a 30 day extension on 9-15-2016 in order to allow Windstream to upgrade copper circuits to fiber optics.

Current Information:

Staff is requesting an annual contract be extended with Windstream at no additional cost to the County. Windstream paying 100% of upgrade costs which will allow for increased bandwidth and speed up internet access to government facilities.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
General Fund	IT and Depts	523207	\$67,820	\$15,814.78		

Recommendation/Motion: Staff respectfully requests the Board to approve annual contract addendum with Windstream Communications according to Bid #240-14 RFP Internet Service Provider for Dawson County Government

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 10.06.16

County Manager Authorization: Dave Headley

Date: 10/06/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Contract addendum

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and Dawson County Commissioners ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") Proposal 120768 between Windstream and Customer ("Parties"). The Agreement shall be deemed amended as follows:

NEGOTIATION OF AGREEMENT

Customer is hereby granted thirty (30) calendar days from the date of execution of Proposal/Quote Number 120768 (the "Negotiation Window") to finish negotiating the terms of the Agreement. Any agreed upon changes to the Agreement may be made by Amendment to the Agreement. If Customer and Company are unable to come to agreeable terms within the Negotiation Window, Customer will have the option to terminate the Agreement within three (3) business days of the end of the Negotiation Window (the "Termination Window") without liability for early termination. If Customer does not terminate the Agreement within the Termination Window, then this Agreement will continue in full force and effect. Customer understands and acknowledges that the ordering process for Services will not commence until the Negotiation Window closes.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

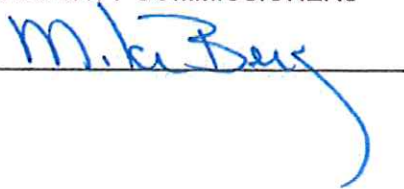
Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

DAWON COUNTY COMMISSIONERS

By:
Name:
Title:
:



Windstream and its affiliates

By:
Name
Title

Benny
Middleton

Digitally signed by Benny Middleton
DN: cn=Benny Middleton, o=Windstream
Communications, ou=Business Sales,
email=benny.middleton@windstream.co
m, c=US
Date: 2016.09.20 16:02:14 -0400



Company Information

Customer Name	DAWSON COUNTY VLS PROJECT	EAN	102758
Install Street Address	25 JUSTICE WAY	City, State, Zip	DAWSONVILLE, GA, 30534-3450
Main Telephone Number	(040) 001-1025	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1207680
Account Representative	Michael Thigpen	Proposal Type	Renewal with Change
Partner Name		Opportunity ID	1263683
Effective Date	8/24/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 300M VLS	1	\$1,000.00	\$1,000.00
Other Recurring Charge - 100M EIA VLS	1	\$250.00	\$250.00
Total Miscellaneous			\$1,250.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$1,250.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 1	EAN	204452370
Install Street Address	189 HIGHWAY 53 E	City, State, Zip	DAWSONVILLE, GA, 30534-3401
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204493
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1259776
Effective Date	7/29/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 2	EAN	204469210
Install Street Address	145 LIBERTY DR	City, State, Zip	DAWSONVILLE, GA, 30534-5012
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204793
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260044
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleby</u>
Printed Name: Mike Berg	Printed Name: Benny Middleby
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 3	EAN	204469238
Install Street Address	383 MEMORY LN	City, State, Zip	DAWSONVILLE, GA, 30534-
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204902
Account Representative	Michael Thiipen	Proposal Type	New
Partner Name		Opportunity ID	1280209
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middlebro</u>
Printed Name: Mike Berg	Printed Name: Benny Middlebro
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 4	EAN	204469242
Install Street Address	201 RECREATION RD	City, State, Zip	DAWSONVILLE, GA, 30534-3859
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204907
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260220
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/11/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 5	EAN	204469251
Install Street Address	445 MARTIN RD	City, State, Zip	DAWSONVILLE, GA, 30534-
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1204910
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1260225
Effective Date	8/31/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>



Company Information

Customer Name	Dawson County VLS - Site 6	EAN	204509862
Install Street Address	946 BURT CREEK RD	City, State, Zip	DAWSONVILLE, GA, 30534-3452
Main Telephone Number	(000) 000-0000	Market	DAWSONVILLE
Contact Name	Mike Berg	Proposal ID	1207162
Account Representative	Michael Thigpen	Proposal Type	New
Partner Name		Opportunity ID	1263053
Effective Date	8/25/2016	Term	60

Bundled Services	Total Qty	Price/Unit	Total Price
Total Services			\$0.00

Features	Total Qty	Price/Unit	Total Price
Total Features			\$0.00

Miscellaneous	Total Qty	Price/Unit	Total Price
Other Recurring Charge - 50M VLS	1	\$500.00	\$500.00
Total Miscellaneous			\$500.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price
Total Other Charges (Non-Recurring)			\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$500.00
Total Non-Recurring Charges	\$0.00

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

Customer	Windstream
Signature: <u>Mike Berg</u>	Signature: <u>Benny Middleton</u>
Printed Name: Mike Berg	Printed Name: Benny Middleton
Title: Chairman Dawson County Board of Commissioners	Title: Sales Director
Date: <u>09/16/2016</u>	Date: <u>8-25-16</u>

that affects WIN's network or other customers; (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Services if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or within sixty (60) days' notice after installation.

11. Effect of Termination. a. Pre-Installation. - If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b). b. Post-Installation. - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE (MMF), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.

12. Limitation of Liability; Indemnity. FOR PURPOSES OF SECTIONS 12 AND 13, WIN INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE PRICING OF SERVICES REFLECTS THE AGENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY TO THE EXTENT PERMITTED BY LAW: CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. Force Majeure. WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment including but not limited to delays or failures caused by third parties' or Customer's actions or failure to set or permit WIN access.

15. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (i) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (ii) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal/Notices/>; (iii) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (iv) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (v) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.

16. Miscellaneous. (a) Signatures and Amendments. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) Notices and Electronic Communications. Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream_business_support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-800-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) Compliance with Laws, Applicable Law. Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) Statute of Limitations. Other than billing disputes subject to shorter time periods set in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) Assignment. On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part) to an affiliate or acquirer of all or substantially all of its assets without any advance

consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership. (j) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement. (k) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver. (l) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. (m) **Survival:** Sections 12 and 13 survive after this Agreement ends. (n) **Handwritten Changes:** Handwritten changes are not binding on either party. (o) **Use of Products in U.S.:** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or retransmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At VWN's request, Customer shall sign written assurances and other export-related documents as may be required for VWN to comply with U.S. export regulations. (p) **Publicity and Confidentiality:** Customer agrees that VWN may publicly disclose that VWN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of VWN.

For Managed GPE Firewall Services only:

Authorization to Perform Testing. Customer grants VWN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed GPE Firewall Service ("Firewall"). Customer agrees to notify VWN and obtain any third party service providers ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgment of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between VWN and Host in connection with the Firewall. Customer agrees to indemnify, defend, and hold VWN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with the Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of hardware; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

VWN agrees that it will maintain all applicable PCI DSS requirements to the extent VWN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.



Windstream VoIP 911 Disclosure

Windstream ("WIN") is subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP, Virtual Centrex, Allworx Reach™ Application, Virtual private branch exchange, Windstream Hosted Communications and Dynamic IP services ("WIN VoIP Services"):

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to Power failure or Internet connection failure:

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services
- Any internet connection failure will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not** move the equipment installed at your premise to another location. Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working.
- If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service, you must update your service address prior to using the service from a different location by contacting WIN Customer Service at 1-855-381-7792 in order for your current location to be transmitted automatically and accurately to emergency services. For Windstream Hosted Communications, you must contact WHC Repair at 1-855-759-7420 to update your service address; customers using Windstream Hosted Communications on a smart phone may access the Windstream Hosted Communications Software application to update. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services
- Always state the telephone number and address that you are calling from to the 911 operator. The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected. therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- Contact the WIN Business Center at 1-800-600-5050 when you plan to move your service address. Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we have provided stickers to be placed on or near all of your telephones and devices

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Printed name

Account number

Signature

Date

NIA
BM.
8.25.16



LETTER OF AUTHORIZATION TO CHANGE LOCAL SERVICE PROVIDER

The undersigned (Local Subscriber) hereby designates Windstream Communications LLC ("WCL") as the Local Subscriber's Agent for the purpose of changing the Local Subscriber's Local telephone service provider from to WCL.

The Local Subscriber hereby understands that only the one local telephone service provider may be selected for each of the Local Subscriber's telephone numbers listed herein. The Local Subscriber understands that, as a result of this decision to change local telephone service providers from WCL, a charge for such change may be incurred.

The authorization granted herein applies to the Local Subscriber's telephone numbers included on Attachment A.

Signature: _____

Name (Printed): Mike Berg

Title: Chairman Dawson County Board of Commissioners

Company: DAWSON COUNTY VLS PROJECT

Address: 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454

Federal Tax ID Number:

Date: 08/24/2016

NIA
BM
8-25-16



LETTER OF AGENCY to change PREFERRED INTEREXCHANGE CARRIER

Contract No.: 2016081263683

BTN: (040) 001-1025

This letter of agency is used for the following Windstream telecommunications companies:

Windstream Communications, LLC.
Aliant Systems, Inc. dba Windstream
360 Long Distance Company dba Windstream/360
KIN Network, Inc. dba Windstream

a.i.1.a. IntraLATA []

a.i.1.b. InterLATA []

a.i.1.c. International Exchange []

The undersigned subscriber (hereafter referred to as "Subscriber") understands that only one telecommunications carrier may be designated as the Subscriber's preferred carrier for the following telecommunications services:

Signed: _____

Bill Name: Mike Berg

Title: Chairman Dawson County Board of Commissioners

Company: DAWSON COUNTY VLS PROJECT -

Address: 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454

Date: 08/24/2016

MIA

*BM
8-25-16*



Addendum to Customer Service Agreement

This Addendum is entered between Windstream and its affiliates ("Windstream") and DAWSON COUNTY VLS PROJECT ("Customer") Contract Number 2016081263683 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

RATE INCREASES

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, if during the Minimum Term Commitment of the Agreement Windstream increases Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement, Customer shall have the right, upon thirty (30) days written notice, to terminate the Agreement without liability other than payment for Services rendered through the termination date. The forgoing right shall not apply to changes to, additions of and/ or increases in applicable fees, taxes and other government-mandated charges.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

DAWSON COUNTY VLS PROJECT

X By: Mike Berg
Name: Mike Berg, chairman
Title: 091116/2016

Windstream and its affiliates
By: Bunny Middleton
Name: Bunny Middleton
Title: Sales Director
8-25-16



Business Credit Application

Business Name (Full Legal Name): DAWSON COUNTY VLS PROJECT		Business Phone Number : (040) 001-1025 Name:	
		Responsible Party Number : (706) 344-3500 Name:	
		Accounts Payable Number: Name:	
Physical Address (street): 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3450		Billing Address (street): 25 JUSTICE WAY, DAWSONVILLE, GA 30534-3454	
Email Address: chairman@dawsoncounty.org		Former / Other Billing Account (with Windstream or Windstream acquired company):	
Company Name: (if DBA)		Application Type <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship / Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
Federal Tax ID: Date: Phone:		Signature: _____ <i>References not required but may be considered.</i>	
<p><i>NIA</i></p> <p><i>BM</i></p> <p><i>8-25-14</i></p>			
<p>Personal Guarantee (Complete only if an individual chooses to use their personal credit information as a guarantor) I, _____, residing at _____ for and in consideration of your extending credit at my request to the above named company to Windstream Communications, LLC., hereby personally guarantee payment of all debts owed by the above named company to Windstream Communications, LLC., in the event the above named company fails to pay the same. It is understood that this guarantee shall be continuing and irrevocable. I do hereby waive notice of default and consent to any modification or renewal of the credit agreement hereby guaranteed.</p>			
Social Security # Date: Phone:		Signature _____	
Sales Department Usage Only:			
Estimated One Time and or Recurring Charges: \$ Monthly _____ Install _____			
Sales Rep Name: Michael Thigpen Fax #:		Contact #: (706) 864-8583 Email Address: michael.thigpen@windstream.com	
Credit Department Usage Only:			
Date Received: Credit Agent:		Date Completed: Credit Decision:	
		Ref./Application #: Deposit:	
		Advance Pay:	



Private Line Jurisdiction Traffic Certification

As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Customer Name: _____

Customer Address: _____

Contact Person's Telephone Number: _____

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Line, Business Data, TDM, etc) represent:

Please check one of the boxes below

Intrastate Services - If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered "intrastate" or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state

Interstate services - If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered "interstate". Example includes: a circuit from a manufacturing plant in one state to a main office in another state.

Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com

The circuits are exempt from federal Universal Service Surcharges ("FUSF Surcharge") because you are a wholesale customer who files your own form 499 report

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.

3. Customer acknowledges that the Company's determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

4. If, at any time, the Customer's information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): _____

Title (Print): _____

Date: _____

NIA
BM.
8.25.16

Please return form to:
Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification

OR
Email to: wci.regulatory@windstream.com