

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, NOVEMBER 3, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

Charlie Auvermann- Development Authority of Dawson County

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on October 20, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. NEW BUSINESS

- [1.](#) Consideration of Ambulance Billing Ordinance Revision (*Two public hearings were held on October 13, 2016 and October 27, 2016*)
- [2.](#) Consideration of Amendment to the 2016-2017 Emergency Management Performance Grant (EMPG)
- [3.](#) Consideration of Contract Renewal for Shoal Creek Road Parcel to Grow Crops
To view original solicitation documents click [here](#).
- [4.](#) Consideration of Request to Cancel Bid #284-16 IFB Awning and Covered Walkway at the Dawson County Government Center
To view solicitation documentation click [here](#).
- [5.](#) Consideration of 2017 Local Maintenance and Improvement Grant (LMIG) Application
- [6.](#) Consideration of Board Appointment:
 - a. **Dawson County Parks & Recreation Board**
 - i. Chris Conowal- (Term: November 2016 through December 2021)

J. PUBLIC COMMENT

K. EXECUTIVE SESSION

L. ADJOURNMENT

Backup material for agenda item:

Minutes of the Voting Session held on October 20, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – OCTOBER 20, 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 Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Headley; County Clerk Yarbrough and interested citizens of Dawson County.

ZONING:

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.

Planning and Development Director Jason Streetman stated that it is the applicant's intent to incorporate an additional 5.946 acres for proposed 22 recreational vehicles sites and 16 proposed tent sites, along with 6 cabins for rental, a proposed wine bar, an emergency only entrance and exit, and replace the previously approved tennis courts with a proposed indoor recreation center. The application was approved by the Planning Commission without stipulations.

Applicant Jeff Wasserman stated that it is time for the resort to expand, and they draw a lot of tourism to the county. The proposed improvements would allow the resort to accommodate additional guests and bring in more tourism to Dawson County.

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

Chairman Berg opened the hearing by asking if there was anyone present who wished to speak for or against the application.

The following spoke in favor of the proposed re-zoning:

- Ron Carrabotta, *Dawsonville, Georgia*
- Mark Schneider, *Dawsonville, Georgia*
- Joanne McGoldrick, *Alpharetta, Georgia*
- Jim Hildreath, *Macon, Georgia*

The following spoke against the proposed re-zoning:

- Nancy Cofield, *Dawsonville, Georgia*
- Cliff Cofield, *Dawsonville, Georgia*
- Matthew Kaswinkel, *Dawsonville, Georgia*

Chairman Berg asked if anyone else wished to speak for or against the application and hearing none, closed the hearing.

Motion made to approve ZA 16-09 as presented. Hamby/Nix

Second motion made and passed unanimously to include the stipulation that an eight (8) foot opaque fence be built along the property line shared with the adjacent Cofield property. Nix/Hamby

Original motion to include the stipulation listed in the second motion passed 3-1 for the 5.96 acres (TMP 111-004 part) that is rezoned from RA to C-PCD and incorporated into the master plan shall be fenced with an eight (8) foot opaque fence along the property line shared with the adjacent Cofield property TMP 111-002. Hamby/Nix- Commissioner Swafford voted against the motion.

OPENING PRESENTATIONS:

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

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Chairman Berg announced that “Trunk or Treat” would take place Monday, October 31st from 4:00 to 7:00 p.m. at Rock Creek Park and that the Moonshine Festival would be taking place this weekend.

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on September 15, 2016. Nix/Fausett

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as written with the following change:

- Zoning ZA 16-09 will be moved to just below the Roll Call.

Fausett/Swafford

ZONINGS:

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).

Planning and Development Director Jason Streetman stated that the applicant is requesting a Rear Yard variance of 20’ to allow the structure to remain a distance of 30’ from the property line instead of the required distance of 50’.

Applicant Robert Hodges stated they would like to push the setback back 20' in order to accommodate four small businesses.

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

Chairman Berg opened the hearing by asking if there was anyone present who wished to speak either for or against the application.

The following spoke against the variance application:

- Angie Garrison, *Dawsonville, Georgia*

Chairman Berg asked if anyone else wished to speak for or against the application and hearing none, closed the hearing.

Motion passed unanimously to approve VR-16-26 with the following stipulations:

- The extent of the variance setback relief from 50' to 30' shall be limited to the size of the proposed building as shown on the applicant's provided site plan and not the full-length of the impacted property line.
- A structural and vegetative buffer subject to Dawson County Planning Department approval shall be installed and comprised of a six (6) foot opaque fence and a 10' row of planted Leland Cypress trees along the rear property line shared with Violet Byrd (TMP 106-336)

Hamby/Nix

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.

Planning and Development Director Jason Streetman stated that the applicant is requesting to rezone the property in order to bring it into compliance in case he ever wants to make changes to his business in the future.

Applicant Greg Burnett would like to rezone to bring him into compliance with current zoning laws.

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

Chairman Berg asked if anyone wished to speak for or against the application and hearing none, closed the hearing.

Motion passed unanimously to approve ZA 16-07 with the following stipulation:

- The subject property shall be limited to metals, cement, plastics, or wood products manufacturing, fabrication, or production, including furniture manufacturing. All other permitted uses within the C-IR zoning district shall be excluded.

Swafford/Hamby

PUBLIC HEARING:

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

Chairman Berg opened the hearing by asking if there was anyone present who wished to speak on the Proposed FY2017 Dawson County Budget.

The following spoke on the Proposed FY2017 Dawson County Budget:

- Dawson County District Attorney Lee Darragh
- Dawson County Library Board Member Leslie Kupkowski

NEW BUSINESS:

Consideration of Superior Court Request for Additional Funds

Motion passed unanimously to approve the Superior Court Request for Additional Funds.
Nix/Fausett

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

Motion passed unanimously to approve the Intergovernmental Agreement with the Dawson County School District for School Resource Officers. Hamby/Swafford

Consideration of Senior Center Quilt Raffle Approval

Motion passed unanimously to approve the request for a Senior Center Quilt Raffle.
Nix/Swafford

Consideration of FY17 Deanna Specialty Transportation, Inc. Contract

Motion passed unanimously to approve the FY 17 Deanna Specialty Transportation, Inc. Contract. Hamby/Nix

Consideration of FTA/GDOT FY17 5311 Operating/Capital Contract

Motion passed unanimously to approve the FTA/GDOT FY 17 5311 Operating/Capital Contract.
Swafford/Nix

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

Motion passed unanimously to approve the request for FTA/GDOT FY16 and FY17 Capital Funding during Dawson County FY16 Budget. Nix/Hamby

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

Motion passed unanimously to award Bid #282-16 RFP Heavy Truck Maintenance & Repair Services to the most responsive, responsible bidder CC Walls Garage, Inc., from Cumming, Georgia. Swafford/Hamby

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

Motion passed unanimously to award Bid #283-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Ginn Commercial from Covington, Georgia for the purchase of two (2) Dodge vehicles in the amount of \$74,786.00. The \$71,618.00 to be paid out of the Capital Projects Funds and \$3,168.00 to come from SPLOST VI. Swafford/Hamby

Consideration of Safety Coordinator Resolution

Motion passed unanimously to approve the Safety Coordinator Resolution as presented. Nix/Swafford

Consideration of 2017 Holiday and Payroll Calendar

Motion passed unanimously to approve the 2017 Holiday and Payroll Calendar as presented. Fausett/Hamby

Consideration of 2017 Board of Commissioners Meeting Schedule

Motion passed unanimously to approve the 2017 Board of Commissioners Meeting Schedule as presented. Nix/Hamby

Ratification of Windstream Communications Contract Addendum Renewal

Motion passed unanimously to ratify the Windstream Communications Contract Addendum Renewal. Nix/Hamby

EXECUTIVE SESSION:

Motion passed unanimously to go into Executive Session. Nix/Fausett

Motion passed unanimously to come out of Executive Session. Hamby/Fausett

ADJOURNMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Consideration of Ambulance Billing Ordinance Revision (*Two public hearings were held on October 13, 2016 and October 27, 2016*)

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY
AMENDING EMERGENCY MEDICAL SERVICES FEES; TO PROVIDE FOR
SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER
PURPOSES.**

WHEREAS, Section 18-2 of the Dawson County Code of Ordinances provides for emergency medical services fees; and

WHEREAS, the Board of Commissioners deems appropriate updating emergency medical services fees to defray the cost of rendering such services.

NOW, THEREFORE, the Board of Commissioners hereby adopt this Ordinance establishing the billing rates for Dawson County emergency medical services as follows:

<u>SECTION I.</u>	Service Level	Fee
1.	BLS non-emergency	\$350.00
	BLS-emergency	\$400.00
	ALS-level 1-non-emergency	\$350.00
	ALS-level 1-emergency	\$500.00
	ALS-level 2-emergency	\$675.00
	Mileage	\$13.00

2. All fees for services not amended in accord with the terms hereof shall remain as set forth in Section 18-2 of the Dawson County Code of Ordinances as of the date of this Ordinance.

SECTION II. SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if a provision of any part of this ordinance is applied to any particular situation or set of circumstances in such a manner as to be declared invalid or unconstitutional, then any such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid and the application of this ordinance to other circumstances shall not be held to be invalid. The Dawson County Board of Commissioners hereby declares the intent of the Dawson County Board of Commissioners is to provide for separable and divisible parts, and the Dawson County Board of Commissioners hereby adopts any and all parts hereof as may not be held invalid for any reason.

SECTION III. REPEALER

All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be liberally construed in favor of Dawson County, is hereby adopted as a part hereof.

SECTION IV. EFFECTIVE DATE

This ordinance shall be effective the ___ day of _____, 2016.

This _____ day of _____, 2016.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

Vote: _____ Yes

_____ No

Dates of Advertisements:

Dates of Public Hearings:

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA**

**TO AMEND THE FEE SCHEDULE FOR SERVICES RENDERED BY
DAWSON COUNTY EMERGENCY MEDICAL SERVICES; TO PROVIDE FOR
SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR
OTHER PURPOSES.**

WHEREAS, Dawson County Emergency Medical Services has established billing rates for services provided; and

WHEREAS, the public health, safety, and welfare demand that Dawson County continues to render a valuable service through emergency medical services.

NOW, THEREFORE, the Board of Commissioners hereby adopts this ordinance establishing charges for services as follows:

I.

<u>SERVICE LEVEL</u>	<u>FEE</u>
(a) BLS Non-Emergency	\$300.00;
(b) BLS Emergency	\$350.00;
(c) ALS Non-Emergency	\$300.00;
(d) ALS Level 1 Emergency	\$400.00;
(e) ALS Level 2 Emergency	\$500.00;
(f) Miles (Patient Loaded)	\$10.00;
(g) Refusal with Medications	½ of applicable base rate;

(h) Stand By per hour \$100.00.

II. Except as specifically amended herein, any other fees set forth in the ordinance of the Board of Commissioners of Dawson County providing for Dawson EMS billing rates dated August 21, 2003 shall remain as stated therein.

II. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid or the application of the resolution to other circumstances not held to be invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts not held invalid.

IV. Repealer

All resolutions or ordinances or parts of resolutions or ordinances in conflict with the terms of this ordinance are hereby repealed, but it is hereby provided that any resolution or ordinance that may be applicable hereto and aid

in carrying out or making effective the intent, purpose, and provisions hereof,
which shall be liberally construed to be in favor of Dawson County, is hereby
adopted as a part hereof.

Approved this 1st day of June, 2006.

Mike Berg
Mike Berg, Chairman
Dawson County Commissioners

Attest:

Tammy J. Clement
Tammy Clement, Clerk
Dawson County Commission

Vote:

Yes: 3

No: 0

Dates of Publication: May 17, 2006
May 24, 2006
May 31, 2006

Dates of Public Hearing: May 18, 2006
June 1, 2006

DAWSON COUNTY EMERGENCY SERVICES AMBULANCE BILLING RATE PROPOSAL

Current Rates for:	Dawson County	Lumpkin	Rabun	Gilmer
Mileage	10	10.65	12	15
BLS Non-Emergency	300	225	350	400
BLS Emergency	350	400	458	400
ALS Level 1 Non- Emergency	300	350	N/A	550
ALS Level 1 Emergency	400	550	570	650
ALS Level 2	500	675	732	750

Proposed Rate Increases	Dawson	Current Lumpkin	Current Rabun	Current Gil
Mileage	13	10.65	12	15
BLS Non-Emergency	350	225	350	400
BLS Emergency	400	400	458	400
ALS Level 1 Non-Emergency	350	350	N/A	550
ALS Level 1 Emergency	500	550	570	650
ALS Level 2	675	675	732	750

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Backup material for agenda item:

2. Consideration of Amendment to the 2016-2017 Emergency Management Performance Grant (EMPG)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: _____

Prepared By: Lanier Swafford

Voting Session: 10/27/2016

Presenter: Lanier Swafford

Public Hearing: Yes _____ No X

Agenda Item Title: 2016-2017 Emergency Management Performance Grant

Background Information:

For many years, County Emergency Management Agencies who complete the mandatory activity and reporting requirements for GEMA have been eligible to receive a 50/50 matching grant to support EMA activities such as mitigation, preparation, and response to emergency situations. Dawson County has received this grant multiple times through the years. These funds cover a portion of the cost for Swift Reach (Reverse 911 System), weather siren maintenance, and radar subscription for

Current Information:

The information provided earlier and voted upon by the BOC was in error. The increase will not take effect until 2017-2018 budget year. This year the base award formula for the EMPG grant was modified and Dawson will receive a slight increase (from \$7199 to \$8028) in the 2017-2018 budget year. Although I misunderstood the effective date of the new formula, the amount to cover the 50/50 match has been included in the 2017 budget request for Emergency Management.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	EMA	250-00-3924	\$7199		\$7199	

Recommendation/Motion: Motion to approve the 2016-2017 Emergency Management Performance Grant application as presented.

Department Head Authorization: Lanier Swafford

Date: 10/12/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 10/27/2016

County Manager Authorization: Dave Headley

Date: 10/14/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Backup material for agenda item:

3. Consideration of Contract Renewal for Shoal Creek Road Parcel to Grow Crops

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 10/27/2016

Prepared By: Purchasing Director Davida Simpson

Voting Session: 11/03/2016

Presenter: Purchasing Director Davida Simpson

Public Hearing: Yes No

Agenda Item Title: Presentation of Contract Renewal for Shoal Creek Road Parcel to Grow Crops

Background Information:

The Board of Commissioners approved an annual contract in July 2016 with the Wallace brothers for the purposes of growing corn at the price of \$200.00/year.

Current Information:

The current contract will expire December 31, 2016 and has yearly renewal options. The Board of Commissioners currently has the sole discretion to renew this contract. Staff recommends the Board allow the County Manager to approve any future renewals until it comes a time where the Board wants to rebid the parcel.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	1535 & 2200	542200				

Recommendation/Motion: Staff respectfully requests the Board to approve the contract renewal with the Wallace brothers in the amount of \$200.00/year for the 2017 calendar year. Additionally, the Board will allow the County Manager to approve any future contract renewals until it comes a time where the Board wants to rebid the parcel.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 10-12-2016

County Manager Authorization: dave headley

Date: 10/14/16

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. Also included is the original contract and parcel maps.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date:	May 6, 2016
Contract End Date:	December 31, 2016
Contract Name:	Shoal Creek Parcel to Grow Crops
Vendor Name:	Mike & Milan Wallace
Address:	2804 Highway 53 East Dawsonville, GA 30534
Telephone No.:	706-974-7720
Contact Person:	Milan Wallace
Payment Terms:	Net 30 days

This Agreement is hereby made and entered into this 5th day of May, 2016, by and between Dawson County, Georgia (hereinafter referenced as "County") and Milan Wallace, (hereinafter referenced as "Contractor").

The Request for Qualifications received pursuant to Dawson County Project No. **#Invitation for Bid - Shoal Creek Parcel to Grow Crops** and addenda issued for the Request for Qualifications 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 Qualifications and the addenda issued for the Request for Qualifications 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 6th day of May, 2016 and shall terminate on December 31, 2016 with 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 Financial Response Form ("Exhibit B") in response to the Request for Qualifications #Invitation for Bid - Shoal Creek Parcel to Grow Crops. 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 Vendor's Financial Response Form ("Exhibit B") in response to the Request for Qualifications #Invitation for Bid - Shoal Creek Parcel to Grow Crops. Title to any supplies, materials, equipment, 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 Qualifications, 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

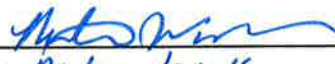
Mike & Milan Wallace
ATTN: Milan Wallace
2804 Highway 53 East
Dawsonville, GA 30534

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 5th day of May, 2016.

DAWSON COUNTY, GEORGIA

CONTRACTOR:


By: 
Name: Mike Berg
Title: Chairman

By: 
Name: Milan Wallace
Title: Principal

Attest:

Attest:

By: 
Name: Danielle Yarbrough
Title: County Clerk

By: 
Name: Christy C. Jordan
Title: Witness

4-13-201

To: David Simpson, Purchasing Director

My name is Milan Wallace and my brother is Mike Wallace. We want to place a bid of \$200.00 for the use of land on Shoal Creek Road. We are wanting to plant field and Sweet Corn on the property.

We have been planting on the field for the last 3 years. Our dad planted corn on the property for the last 20 years before that.

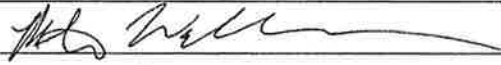
We have kept the field clear of fallen trees and picked up trash that other people have left.

When the corn comes in, we harvest by hand. The corn we don't pick by hand, we leave in the field until it dries, then we harvest it with a one roll picker. It takes a couple of months for the corn to dry enough to pick.

The only road work or construction that we would do would be to pull the sand out of the road, so we would get into the field. When there is heavy rain the creek rises and fills the road entrance with sand. Sometimes it gets 3 to 4 feet high. We use our tractor with a scrape blade to pull the sand out.

Thanks

M. Ian Wallace

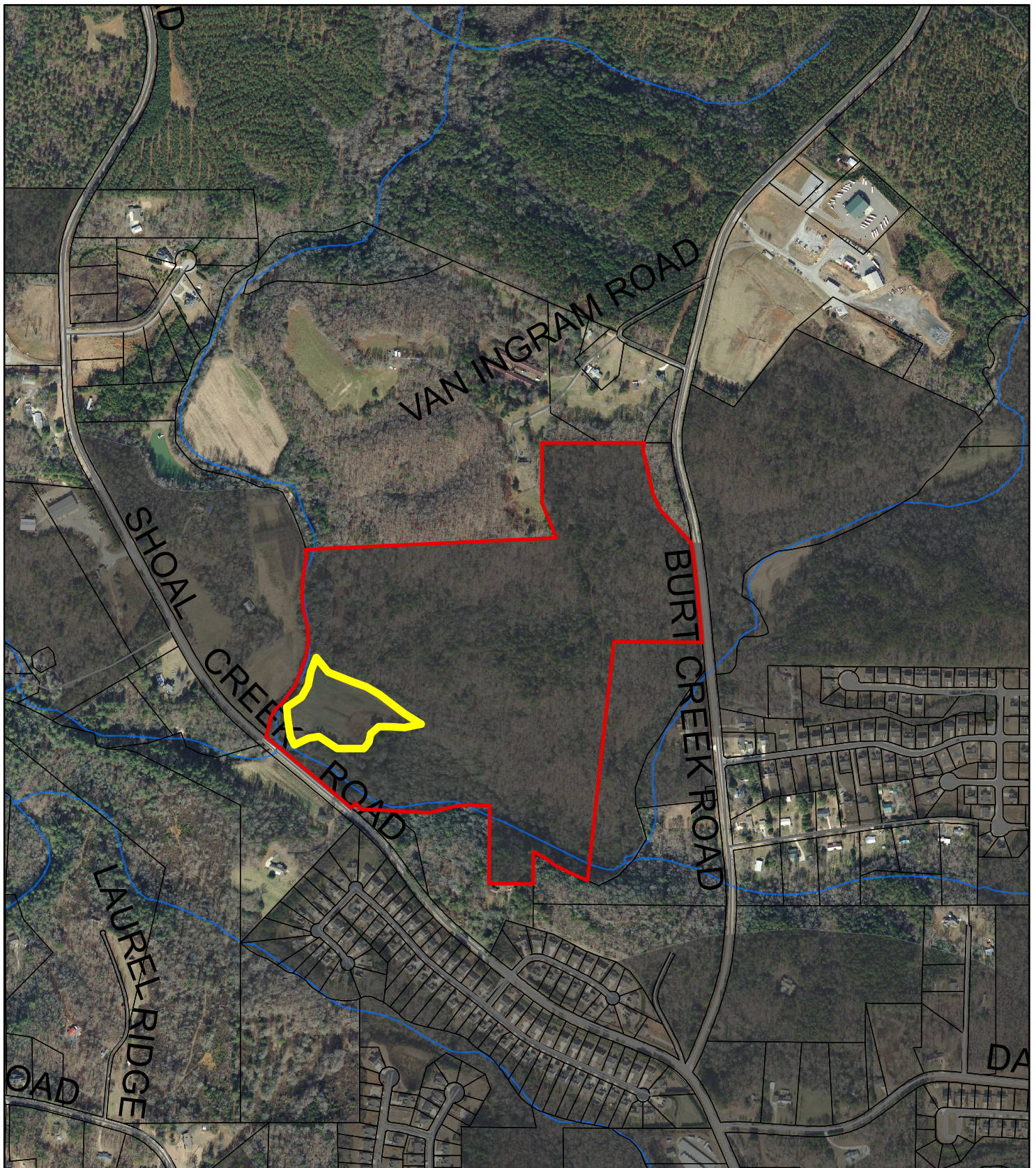


2804 Hwy 53 E

Dawsonville, GA 30534

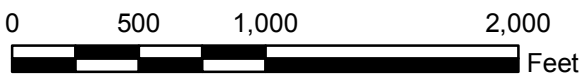
706-974-7720 (Cell)

706-265-8845 (home)



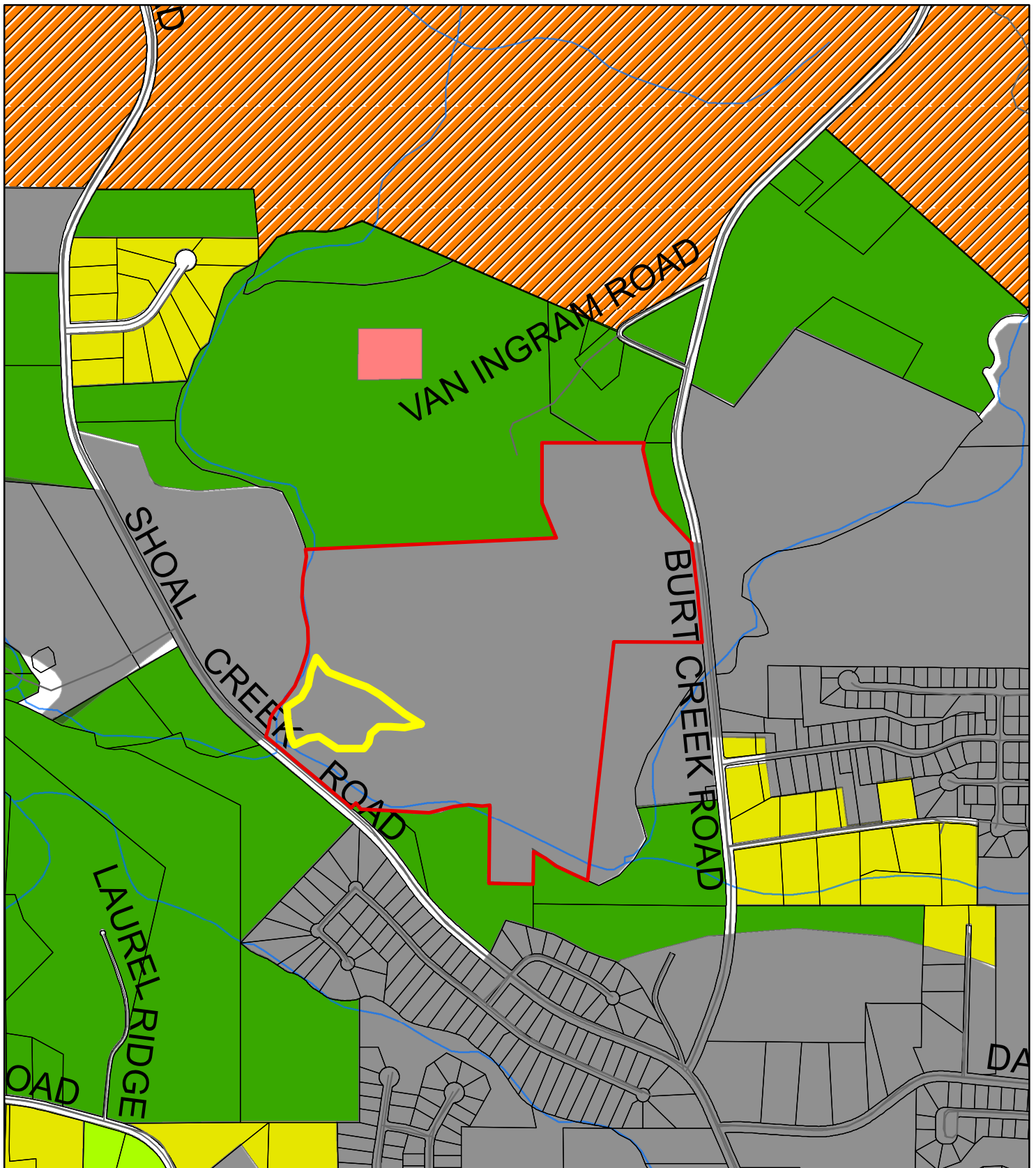
- Legend**
- County RD
 - State Hwy
 - US Hwy
 - Road Centerline
 - Parcel
 - County Line
 - Rivers & Streams
 - Dawsonville

**County Parcel highlighted Red
Field Approx (5) Acres highlighted Yellow**



26

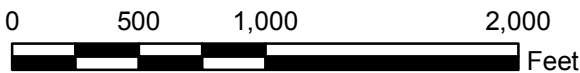
Parcel within City Limits



Legend

Symbol/Color	Description
Orange diagonal lines	MIXED USE VILLAGE
Green	RA
Yellow	RPC
Light Green	RSR
Light Green with diagonal lines	RL
Blue	C-01
Red	C-CB
Grey	C-HB
Dark Grey	C-IR
Light Grey	C-PCD
Light Green with horizontal lines	C-RB
Light Green with vertical lines	C-RB
Light Green with diagonal lines (top-left to bottom-right)	C-TB
Light Green with diagonal lines (bottom-left to top-right)	CT
Orange	RMF
Light Orange	RMHP
Light Green	RT
Light Green	RS
Light Green	RRE
Light Green	RSRMM
Purple	VC
Purple	VCR
Black outline	Historic District
Black outline	County Line
Black outline	Dawsonville
Black outline	Parcel
Black outline	Road Centerline
Black outline	Rivers & Streams
Black outline	US Hwy
Black outline	State Hwy
Black outline	County RD

**County Parcel highlighted Red
Field Approx (5) Acres highlighted
Yellow**



Backup material for agenda item:

4. Consideration of Request to Cancel Bid #284-16 IFB Awning and Covered Walkway at the Dawson County Government Center

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Purchasing

Work Session: 10/27/2016

Prepared By: Purchasing Director Davida Simpson

Voting Session: 11/03/2016

Presenter: Purchasing Director Davida Simpson

Public Hearing: Yes No

Agenda Item Title: Request to Cancel Bid #284-16 IFB Awning and Covered Walkway at the Dawson County Government Center

Background Information:

At the direction of administration, purchasing released a sealed bid for an awning and covered walkway at the Dawson County Government Center. A mandatory pre-bid meeting was held on Friday, October 14, 2016 at 10:00AM, EST where no vendors attended. Notification was sent to all the standard outlets as well as contacting local, licensed general contractors registered with Planning & Development.

Current Information:

Due to no one attending the mandatory pre-bid meeting, the bid needs to be cancelled. The Board of Commissioners has the sole authority to reject, cancel or award a bid released by the county. Staff is investigating alternative solutions in order to move forward with the project and will bring it back before the Board as soon as able.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff respectfully requests the Board to cancel Bid #284-16 IFB Awning and Covered Walkway at the Dawson County Government Center.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 10/18/2016

County Manager Authorization: dave headley

Date: 10/19/2016

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.org > Bids & RFPs > Bids & RFPs.

Backup material for agenda item:

5. Consideration of 2017 Local Maintenance and Improvement Grant (LMIG) Application



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session 10/28/2016

Prepared By: Alexa Bruce

Voting Session: 11/4/2016

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: 2017 LMIG

Background Information:

Local Maintenance and Improvement Grant (LMIG) is a state program where we receive money (grant) from our State Motor Fuel Tax collections and requires a match of 30%. This year the amount allotted to Dawson County is \$369,131.93 with Dawson County's 30% match of \$110,739.58, the total budget for 2017 LMIG (projects) is \$479,871.09. This is a 30% increase from last year's LMIG amount allocated.

Current Information:

Funds will be utilized to repair multiple roads within Dawson County (Harmony Church Rd, Bear tooth Parkway, Henry Grady HWY, Hemlock Dr, Sunshine Ct, and Stonehedge Estates.) I have attached the allocation form from Georgia Department of Transportation, the 2017 Project list, the 2017 Application, and 2017 cover letter.

Budget Information: Applicable: Not Applicable:

Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
LMIG	Public Works	250-00-4226-33411-017	479,871.09	479,871.09	0.00	479,871.09

Recommendation/Motion: Approve the 2017 LMIG Application as submitted.

Department Head Authorization: [Signature]

Date: 10-18-16

Finance Dept. Authorization: [Signature]

Date: 10-19-16

County Manager Authorization: [Signature]

Date: 10-19-16

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

*Randy
David*

June 1, 2016

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

RE: Fiscal Year 2017 Local Maintenance & Improvement Grant (LMIG) Program

Dear Chairman Berg:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2017 LMIG Program on July 1, 2016. Thanks to the passage of House Bill 170 (Transportation Funding Act of 2015) local governments should see approximately a 30% increase in their allocation this year. Please complete the attached application along with your Project Report form containing the road name, length of project, termini, type of work, project cost and construction let date. As a reminder, please mail your application package to the Gainesville District Office at **P.O. Box 1057, Gainesville, Georgia 30507 Attn: Teresa Walcott** instead of the Local Grants Office in Atlanta. All LMIG applications must be received in the District Office no later than January 1, 2017.

Your formula amount for the 2017 Program is \$369,131.93. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at www.dot.ga.gov/ps/local/lmig. We must receive a satisfactory status letter of your previous LMIG Grants before approval can be given on your FY 2017 application. Random audits will be conducted and a satisfactory status of your previous LMIG Grants must be received before approval can be given on your FY 2017 application.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Russell R. McMurry".

Russell R. McMurry, P.E.
Commissioner

RRM:TLG
Attachments

cc: Mr. Brent Cook; Hon. David Ralston; Hon. Kevin Tanner; Hon. Steve Gooch; Ms. Emily Dunn; Files

2017 LMIG PROJECT REPORT

COUNTY / CITY Dawson County, GA

ROAD NAME	BEGINNING	ENDING	(MILES)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Henry Grady HWY	State Route 400	State Route 136	1.04	Deep patch 3" 19mm binder where needed (150 TN), widen 2', leveling course G mix .5" (420TN), top with 9.5mm 1.5"	\$ 140,920.00	Apr-17
Stonehedge Estates	Stonehedge Dr.	Stone Creek Lane	0.37	Mill 3" add 3" 12.5mm	\$ 49,890.00	Sep-17
Sunshine Ct.	Stone Creek Lane E.	Cul-de-sac (Stonehedge Estates)	0.04	Top 2" 12.5mm	\$ 6,185.00	Sep-17
Hemlock Dr.	Thompson Rd	Cul-de-sac (Stowers Place)	0.15	Top 1.5" 9.5mm	\$ 14,300.00	Sep-17
Harmony Church Rd	State Route 400	State Route 136	1.06	Deep patch 3" 19mm binder where needed (150 TN), widen 2', leveling course G mix .5" (420TN), top with 9.5mm 1.5"	\$ 171,235.00	May-17
33 Tooth PKWY	State Route 400	State Route 53	0.57	Mill and deep patch approx 4" replace with 19mm binder (350 TN), mill 1.5" .57 miles replace with 9.5mm 1.5" in depth	\$ 92,362.00	Apr-17
Total			3.23		\$ 474,892.00	



DAWSON COUNTY Public Works

October 18, 2016

Subject: 2017 LMIG Application and Project List

Dear Mr. Terry Gable:

It is my pleasure to submit to you the following list of projects eligible for LMIG funding for 2017. The formula amount for Dawson County is \$369,131.93. Adding our 30% match of \$110,739.58, that would total \$479,871.509. The following table outlines our 2017 project list:

ROAD NAME	BEGINNING	ENDING	(MILES)	DESCRIPTION OF WORK	PROJECT COST	PROJECT DATE
Henry Grady HWY	State Route 400	State Route 136	1.04	Deep patch 3" 19mm binder where needed (150 TN), widen 2', leveling course G mix .5" (420TN), top with 9.5mm 1.5"	\$140,920.00	Apr-17
Stonehedge Estates	Stonehedge Dr.	Stone Creek Lane	0.37	Mill 3" add 3" 12.5mm	\$49,890.00	Sep-17
Sunshine Ct.	Stone Creek Lane E.	Cul-de-sac	0.04	Top 2" 12.5mm	\$6,185.00	Sep-17
Hemlock Dr.	Thompson Rd	Cul-de-sac	0.15	Top 1.5" 9.5mm	\$14,300.00	Sep-17
Harmony Church Rd	State Route 400	State Route 136	1.06	Deep patch 3" 19mm binder where needed (150 TN), widen 2', leveling course G mix .5" (420TN), top with 9.5mm 1.5"	\$171,235.00	May-17
Beartooth PKWY	State Route 400	State Route 53	0.57	Mill and deep patch approx 4" replace with 19mm binder (350 TN), mill 1.5" .57 miles replace with 9.5mm 1.5" in depth	\$92,362.00	Apr-17
Total			3.23		\$ 474,892.00	

The project cost estimates DO NOT include the utilization of Dawson County labor and equipment. Please find the enclosed LMIG application. If there are any questions, please do not hesitate to contact me.

Sincerely,

David McKee
Dawson County
Director of Public Works

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____

Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email: _____

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

SEAL:

My Commission Expires:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____ . Such allocation must be spent on any or all of those projects listed in the Project List.

This ____ day of _____, 20__.

Terry L Gable
Local Grants Administrator

Backup material for agenda item:

6. 1. Consideration of Board Appointment:
 - a. **Dawson County Parks & Recreation Board**
 - i. Chris Conowal- (Term: November 2016 through December 2021)

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for: Parks & Rec. Board

Name Christopher W. Conowal

Home Address 37 Ridge Water Lane

City, State, Zip Dawsonville, Georgia 30534

Mailing Address (if different) N/A

City, State, Zip N/A

Telephone Number 678-776-7725 **Alternate Number** 706-216-6691

Fax Telephone Number 770-535-0224

E-Mail Address

Additional information you would like to provide:

As parents of five sons, my wife and I have had a great deal of experience with Dawson County Parks and Recreation. Such experiences have not only included participation by our children, but coaching, as well. I have personally coached Parks and Rec. soccer, football, basketball and football. I've also enjoyed announcing football games for many years. Each of these experiences have allowed me to forge relationships with parents, park staff, and officials. Hopefully, these experiences and relationships can be of benefit, and provide additional perspective, if I should be selected to serve on the Board. Regardless, I'm honored to be considered for the appointment.

Signature

Date

10/10/16

Please note: Submission of this application does not guarantee an appointment.

Return to:

**Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30533
(706) 344-3501 FAX: (706) 344-3889**

Christopher W. Conowal, Esq.

200 West Academy Street, NW., Gainesville, Georgia 30501 | 770.535.0225

President & Founder of Conowal, Welch, Womack & Rinderknecht, LLC. Attorneys at Law

Education

DEGREE | DATE EARNED | SCHOOL

- Major: Political Science; UNG
- Minor: Pre-Law
- Related coursework: Fellow-Study of the Presidency

DEGREE | DATE EARNED | SCHOOL

Major: Juris Doctor; John Marshall

ADMISSIONS

- State Bar of Georgia
- United State District Court for the Northern District of Georgia

Skills & Abilities

TRIAL ATTORNEY

- Numerous jury trials, bench trials, administrative hearings and tribunals. Admitted in all courts in Georgia, including the Georgia Supreme Court, Court of Appeals, and Federal Court for the Northern District of Georgia.

APPELLATE ATTORNEY

- Numerous appeals to the Georgia appellate courts, including oral argument before the Supreme Court of Georgia.

MEDIATOR AND ARBITER

- Presided as mediator in hundreds of domestic relations cases (divorce, custody, support and contempt) and presided as arbiter during private arbitrations.

GUARDIAN AD LITEM AND PARENTING COORDINATOR

- Served as Guardian ad Litem and Parenting Coordinator for children in numerous cases pending in the Superior and Juvenile Courts.

Personal

- Married to Teresa Conowal (Assistant Principal of Kilough Elementary School) and father of 5 (five) sons.
- Coaching experience in soccer, football, baseball & basketball;
- Announcer for football and varsity basketball