# DAWSON COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA – THURSDAY, MARCH 19, 2020 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534 4:00 PM

#### **NEW BUSINESS**

- Discussion of Russell Creek Reservoir- Etowah Water & Sewer Authority General Manager Brooke Anderson
- 2. Presentation of Secure the Vote Help America Vote Act Grant Program- Chief Registrar / Board of Elections & Registration Chair Glenda Ferguson
- 3. Presentation of Mutual Aid Agreement with United States Army Garrison, Fort Benning-Emergency Services Director Danny Thompson
- <u>4.</u> Presentation of Request of Write Off of Transfer Station Bad Debt- Chief Financial Officer Vickie Neikirk
- <u>5.</u> Presentation of Special Event Business License Application *Mountain Madness at Fausett Farms* Planning & Development Director Jameson Kinley
- Presentation of Parade & Assembly Ordinance Update- Planning & Development Director Jameson Kinley
- 7. Discussion of Impact Fees- Planning & Development Director Jameson Kinley
- 8. Presentation of Board Appointment:
  - a. Department of Family & Children Services
    - i. Jennifer Wright- *replacing Edwin Looper* (Term: April 2020 through March 2025)
- Discussion of Emergency Action Related to Coronavirus (COVID-19)- Chairman Thurmond
- 10. County Manager Report
- 11. County Attorney Report

\*Executive Session may follow the Work Session meeting.



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department:	Etowah Water	& Sewer Author	ority		Work Sess	sion: 03.19.20
Prepared By: _	Brooke Anders	son			Voting Sess	sion: N/A
Presenter:	Brooke Anders	son		Public H	earing: Yes	No <u>X</u>
Agenda Item T	itle: Presentatio	n of Russell Cre	eek Reservoir			
Background Inf	formation:					
I will present schedule.	the history and	current status	of the project.	I will also prese	ent the planned	completion
Current Informa	ation:					
Budget Informa	ation: Applicabl	Not /	Applicable: <u>X</u> E	Budgeted: Yes	No	
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	ion/Motion:				Date:	
	Authorization: <u>V</u>				Date: <u>3/10</u>	)/2020
-	er Authorization				Date: <u>3/10</u>	)/2020
County Attorne	ey Authorization:	·			Date:	
Comments/Atta	achments:					



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _	Board of Elec	tions & Registra	ation		Work Ses	sion: 03.19.20
Prepared By: _	Glenda Fergu	ıson	_		Voting Sess	sion: 03.19.20
Presenter: GI	lenda Ferguson	<u> </u>	<u> </u>	Public H	earing: Yes	No
Agenda Item T	Fitle: Presentation	on of Secure the	Vote HAVA G	rant Program		
Background In	formation:					
· ·	a Vote Act (HAV	•		-		
Current Inform	ation:					
	be requested bent for. Thus far:	•	20. Our office i	s in the proces	s of what costs	s to request
poss 2. A pu 3. Seal	urity cameras in sible 3-1 match. Irchase of required Cicso 28-Poler items to be de	Quotes are pen red security pap rt POE Manage	nding. er for printers -	\$3,900	nat we are cons	idering for a
Budget Informa	ation: Applicab	ole: Not i	Applicable:	Budgeted: `	Yes No	0
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Recommendat	tion/Motion:					
Department He	ead Authorizatio	on:			Date:	
Finance Dept.	Authorization: \	√ickie Neikirk			Date: <u>3/11</u>	/2020
County Manag	ger Authorizatior	n: <u>DH</u>			Date: <u>3/11</u>	/2020
County Attorne	ey Authorization	n:			Date:	
Comments/Att	achments:					
	me sensitive de	•			•	Secretary of



## GEORGIA SECRETARY OF STATE SECURE THE VOTE/HAVA Grant Directions

#### Overview:

In the 2019 regular session, the Georgia Legislature passed HB316 and approved bond funding of up to \$150 million to provide for a new verifiable paper ballot Statewide Voting System (SVS) for all counties in the state. Also, in 2018, Georgia received funds from the Help America Vote Act (HAVA), some of which Secretary Raffensperger has authorized for direct grants to counties. These grants will be for the purpose of bolstering cyber and physical election systems security, making polling places and voting more accessible, and providing for general purposes of implementing the new SVS.

#### **Reimbursement Grant:**

To receive the funds the county must (1) have expended the monies to be reimbursed, (2) provide documentation of the spend, including narrative and receipts and (3) assure the request satisfies the requirements under HAVA.

#### **Grant Types and Levels:**

There are three available programs for the grant reimbursement: Security (both physical and cyber) such cameras and access control; Accessibility (ADA) such as enhanced wheelchair access or touchscreen mounts to lower to wheelchair level; and General Implementation, such as shelving, tables, booths, etc. Both Security and Accessibility will be reimbursed at 3 to 1 up to \$15,000, while General Implementation will be reimbursed at a rate of 1 to 1 up to \$10,000. **No grants will be made for consumables.** Grants are to be made for expenditures for items that will be used in multiple elections. All grant decisions will be solely at the Secretary's discretion.

#### **Application Process and Deadlines:**

Applications for grants must be submitted with required documentation to the Georgia Secretary of State's Office during the grant period. The grant application period opens January 1, 2020, and the period will remain open until April 30, 2020. The Secretary of State will have sole discretion on the awarding of grants.

#### **Grant Application Checklist:**

Please review the following requirements and indicate the item's completion by checking the boxes below:  Name of the county;
☐ Amount of the grant requested;
$\square$ Use of funds, including type of equipment, software, construction and quantity (if applicable);
□ Notation of which program is being requested: Security, Accessibility, and/or General Implementation;
$\square$ Narrative explanation of what was purchased;
☐ Attached receipts to show proof of expenditure;
$\square$ Signature and attestation of the grant requestor; and
$\square$ Date of the application.

#### **Questions & Comments:**

Questions and comments concerning this program should be submitted to: STV Grants c/o Elections Division, 2 Martin Luther King Jr. Drive, Suite 802, West Tower, Atlanta, GA 30334, email at grants@sos.ga.gov.



# Help America Vote Act (HAVA)

		G	rant Ap	plication	
Requestor Name:	Lock	F-			Date:
	Last	Firs	st	M.I.	
County:					
Address:					
	Street Address				Suite/Unit #
	City			State	ZIP Code
Phone:	· <del></del>		E	mail	
State Vendo	or ID:			Amount Requested:\$	
Type of Gra Applied for:	nt Security	Acc	cessibility	General	
Have monie	s been expended?	YES	NO	Is the expenditure allow	YES NO ved under HAVA?
Are receipts	attached?	YES	NO		
ls a narrative	e of expenditure attached?	YES	NO	ls this the final grant r	request under this YES NO program?
			Grant Fo	ormula	
Security (1 f Jp to \$15,00	for 3) Amount Expended			Grant Request (\$0.75*Exp	ended)
-	v (1 for 3) Amount Expended _			Grant Request (\$0.75*Ex	pended)
Jp to \$15,00					
General (1 f	or 1) Amount Expended		G	Grant Request (\$0.50*Expe	ended)
Jp to \$10,00	00				
		Attesta	ation an	d Signature	
certify that	my answers are true and com				
understand	that false or misleading inform	nation i	n my app	lication or documentation	may result in my prosecution.
ignature:					Date:



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: <b>E</b>	mergency Ser	<u>vices</u>			Work Ses	sion: <u>03.19.20</u>
Prepared By:	Danny Thomps	<u>son</u>			Voting Sess	sion: <u><b>04.02.20</b></u>
Presenter: <u>Da</u>	nny Thompson	<u>1</u>		Pub	olic Hearing: Ye	es No <u>X</u>
Agenda Item 7	Γitle: <b>Regional I</b>	Mutual Aid Agr	<u>eement</u>			
Background Ir	nformation:					
local and re	egional mutual	ncy Mutual Aid aid assistance by the U.S. A	, information s	haring and sus	stain emergend	cy aid. This
Current Inform	nation:					
headquarters This agreem agreement b	s, when a requent nent is for 9 yea ny 30-day writter	nutual aid capa est from civil aut ars but must be n notice.	thorities for ass e reviewed ever	istance with imi ry 3 years. Eith	minently serious	s conditions. erminate this
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Turia	Ворт.	71000110.	Duagot	Dalarioo	rioquotica	Romannig
Department H	ead Authorization		∍m		Date: <u>3.6.</u>	
	Authorization: \( \)	<u>.</u>			Date: <u>3/10</u>	
County Manag	ger Authorization	n: <u>DH</u>			Date: <u>3/10</u>	<u>)/2020</u>
County Attorne	ey Authorization	n:			Date:	<del></del>
Comments/Att	achments:					



# DEPARTMENT OF THE ARMY US ARMY INSTALLATION MANAGEMENT COMMAND HEADQUARTERS, UNITED STATES ARMY GARRISON 1 KARKER STREET, BUILDING 4, SUITE 5900 FORT BENNING, GEORGIA 31905-4500

#### MEMORANDUM OF AGREEMENT

#### **BETWEEN**

U.S. ARMY GARRISON, FORT BENNING, GA

#### AND

STATE OF GEORGIA COUNTIES (DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement ("Agreement") is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, "the Parties.")

- 1. References. See Annex E and Addendum
- **2. Purpose.** This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

#### 3. Definitions.

- a. Agreement This All Hazard All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.
- b. Assisting Party The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.
- c. Immediate Approval Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.
- d. Pre-coordinated Approval Requests for non-exigent support that are accomplished through deliberate staffing and higher level authority approval.

- e. Emergency Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect improved property that is significantly threatened due to disasters or emergencies.
- **4. Scope.** The intent is to share professional personnel, specialized equipment, facilities, services and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.
- **5. Understanding.** The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.
- **6. Agreement.** Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.
- a. **Applicability**. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.
- b. **Standardization**. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.
- 1) Participating agencies will implement the NIMS during all emergency responses.

- 2) Participating agencies will use plain language to ensure good communications among all participating agencies.
- 3) This Agreement shall also encourage mutual cooperation between participating agencies in the development of standardized incident action plans for any hazardous, high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.
- 4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:
  - Conduct joint training, planning, and intelligence sharing and threat assessment development.
  - Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.
  - Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.
  - Maintain required NIMS personnel qualifications. Participating agencies will
    ensure that responding personnel meet the qualifications as established by
    the NIMS Integration Center. The qualifications of key personnel will be
    entered into a regional database and also entered into the NIMS Integration
    Center database. Each participating agency will ensure its personnel
    information in these databases is kept current.
- c. Reimbursement. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

- 1) Off-Post agency assistance to Fort Benning For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law, Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEBS) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.
- 2) Fort Benning assistance to an off-post agency When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch Program Budget Division-Garrison RMO IMBE-RM 7533 Holtz Street, Building 70, Suite 2085 Fort Benning, GA 31905

- d. **Insurance.** Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including: comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.
- e. **Waivers.** Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.
- f. **Immunity.** All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political subdivisions/agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

- g. **Dispute Resolution.** Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted prior to initiation of any formal litigation.
- h. **Public Information Releases**. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

#### 7. Requesting Support and Precedence.

- a. Immediate Response. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See also 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:
- 1) There is a request from civil authorities for assistance with imminently serious conditions.
  - 2) Time does not permit approval from higher headquarters.
  - 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.
- b. **Pre-Coordinated Agreements.** Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:
  - 1) Memorandums of Agreement
  - 2) Intergovernmental Support Agreements
  - 3) Leases

#### 4) Contracts

- **8. Request Procedures.** All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E-911 Center when requesting mutual aid assistance: (5Ws)
- a. MUTUAL AID REQUEST FORMAT Information required to support this type of request:
- 1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.
- 2) <u>WHAT specific type of asset is being requested?</u> The amount and type of personnel, services, specialized equipment, or vehicles requested.
  - 3) WHEN time and date asset is needed? Date and Time assets are requested.
- 4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.
- 5) <u>WHY is the asset required?</u> Are local and regional assets depleted or no assets of the type needed are available?

#### b. DEPLOYMENT / INTEGRATION / RELEASE

- 1) DEPLOYMENT/DISPATCH Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.
- 2) ARRIVAL The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

- 3) TASKINGS The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.
- 4) IC IN-BRIEF The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.
- 5) HAZMAT Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.
- 6) INCIDENT TERMINATION Upon incident termination, when the responding participating agencies' services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.
- **9. Termination.** Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.
- **10. Other Mutual Aid Agreements.** This Agreement shall supersede any and all agreements related to the same subject matter, written or verbal, between the parties.
- **11. Entirety.** This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.
- **12. Term.** This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 9 years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed every 3 years by the parties.
- **13. Expending Funds.** Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.
- **14. Third Parties.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

**15. Warranty.** The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

**16. Effective Date and Parties.** This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this DD day of MM YYYY, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

#### **Staffing and Coordination.**

#### **Dawson County Clerk**

POC: Kristen Cloud kcloud@dawsoncounty.org 25 Justice Way, Suite 2235 Dawson County, GA 30534 (706) 344-3501

#### **Dawson County Sheriff**

POC: Sheriff Jeff Johnson johnson@dawsoncountysheriff.org Law Enforcement Center 19 Tucker Ave.
Dawson County, GA 30534 (706) 344-3535, ext.20051

#### **Dawson County Fire**

POC: Fire Chief Danny Thompson <a href="mailto:dthompson@dawsoncounty.org">dthompson@dawsoncounty.org</a>
393 Memory Lane
Dawson County, GA 30534
(706) 344-3666 ext.223

#### **Fannin County EMA**

POC: Robert Graham
<a href="mailto:rgraham@fannincountyga.org">rgraham@fannincountyga.org</a>
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

#### **Fannin County Commissioner**

POC: Chairman Stan Helton <a href="mailto:shelton@fannincountyga.org">shelton@fannincountyga.org</a> (706) 632-2203

#### **Fannin County Sheriff Office**

POC: Sheriff Dane Kirby dkirby@fannincountyga.org 645 W. First Street,
Blue Ridge, GA 30513 (706) 632-2044

#### **Fannin County Fire**

Fire Chief: Larry Thomas
<a href="mailto:lthomas@fannincountyga.org">lthomas@fannincountyga.org</a>
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

#### **Gilmer County Commissioner**

POC: Chairman Charlie Paris cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

#### **Gilmer Public Safety Director**

POC: Keith Kucera kkucera@gilmercounty-ga.gov 325 Howard Simmons Road Ellijay, GA 30540 (706) 635-1333

#### **Gilmer County Fire**

POC: Chief Daniel Kauffman dkauffman@gilmercounty-ga.gov (706) 635-1334

#### **Gilmer County Sheriff**

POC: Stacy L. Nicholson sheriffnicholson@ellijay.com 1 Broad Street, suite 103, Ellijay, GA 30513 (706) 635-4162

#### **Hall County Commissioner**

POC: Chairman Richard Higgins <a href="mailto:rhiggins@hallcounty.org">rhiggins@hallcounty.org</a>
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

#### **Hall County EMA Director**

POC: Casey Ramsey cramsey@hallcounty.org 470 Crescent Drive PO Box 907730 Gainesville, GA 30501 (770) 531-6838

#### **Hall County Sheriff**

POC: Sheriff Gerald Couch sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

#### **Hall County Fire**

POC: Chief Chris Armstrong HCFSinfo@hallcounty.org 470 Crescent Drive PO Box 907730 Gainesville, GA 30501 (770) 531-6838

#### **Lumpkin County Commissioner**

POC: Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
99 Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

#### **Lumpkin County Sheriff**

POC: Sheriff Stacy M. Jarrard stacy.jarrard@lumpkincounty.gov 385 East Main Street Dahlonega, GA 30533 (706) 482-2623

#### **Lumpkin County Fire**

POC: David Wimpy david.wimpy@lumpkincounty.gov 57 Pinetree Way Dahlonega, GA 30533 (706) 864-3030

#### **Union County Commissioner**

POC: Chairman Lamar Paris commissioner@uniongov.com 65 Courthouse Street, Suite 1 Blairsville, GA 30512 (706) 439-6000

#### **Union County Sheriff**

POC: Sheriff Mack Mason sheriffmason@unioncountysoga.org 378 Beasley Street Blairsville, GA 30512 (706) 439-6068

#### **Union County Fire**

POC: Chief R. David Dyer ucfd@uniongov.com
507 Shoe Factory Road
Blairsville, GA 30512
(706) 439-6095

#### **White County Commissioner**

POC: Chairman Travis Turner travis.turner@whitecounty.net 1235 Helen Way Cleveland, GA 30528 (706) 865-2235

#### **White County Public Safety Director**

POC: David Murphy dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-0911

### White County Sheriff Training & Certification

POC: Daren Welborn dwelborn@whitecounty.net 1210 Hulsey Road Cleveland, GA 30528 (706) 865-6370

#### **White County Fire**

POC: Chief Norman Alexander nalexander@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-3855

#### **White County Sheriff**

POC: Neal Walden nwalden@whitecounty.net 1210 Hulsey Road Cleveland, GA 30528 (706) 865-6370

#### 17. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Matthew Scalia	LTC Scott A. Basso
Commander	Commander
U.S. Army Garrison,	U.S. Army Garrison,
Fort Benning, GA	Dahlonega, GA
(Date)	(Date)
Billy Thurmond, Chairman	Danny Thompson, Fire Chief
Dawson County, GA	Dawson County, GA
(Date)	(Date)
Kristen Cloud, Clerk	Sheriff Jeff Johnson
Dawson County, GA	Sheriff, Dawson County, GA
(Date)	(Date)
(Date)	(Date)
Robert Graham, EMA Director	Larry Thomas,
Fannin County, GA	Fire Chief/Deputy EMA
	Fannin County, GA
(Date)	(Date)

Sheriff Dane Kirby Sheriff	Stan Helton, Chairman Fannin Board of Commissioners
Fannin County, GA	Fannin County, GA
(Date)	(Date)
Charlie Paris, Chairman Gilmer Board of Commissioners Ellijay, GA	Keith Kucera Gilmer County, Public Safety Director Ellijay, GA
(Date)	(Date)
Daniel Kauffman, Fire Chief Gilmer County, GA	Sheriff Stacy L. Nicholson Sheriff, Gilmer County, GA
(Date)	(Date)
Casey Ramsey, EMA Director Hall County, GA	Chris Armstrong, Fire Chief Hall County, GA
(Date)	(Date)
Richard Higgins, Chairman Hall County Board of Commissioners Hall County, GA	Chris Dockery, Chairman Board of Commissioners Lumpkin County, GA
(Date)	(Date)
Sheriff Gerald Couch Sheriff, Hall County, GA	Fire Chief David Wimpy Lumpkin County EMA Director
(Date)	(Date)

Sheriff Stacy M. Jarrard Lumpkin County Commission, GA Sheriff, Lumpkin County, GA	Fire Chief R. David Dyer Union County, GA
(Date)	(Date)
Lamar Paris, Sole Commissioner Union County, GA	Travis Turner, Chairman Board of Commissioners White County, GA
(Date)	(Date)
Sheriff Mack Mason Sheriff, Union County, GA	David Murphy, Public Safety Director White County, GA
(Date)	(Date)
Norman Alexander, Fire Chief White County, GA	Neal Walden, Sheriff White County, GA
(Date)	(Date)

### ANNEX A (Notification Procedures)

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact procedures for requesting assistance as listed below.

Sheriff Office	(706) 344-3535 Ext. 20051
E-911Center	(706) 344-3636
Sheriff Office	(706) 632-2044
E-911 Center	(706) 632-6022 (706) 632-8984
E-911 Center MP Desk	(706) 545-2222 (706) 545-5222
Sheriff Office	(706) 635-4162 (706) 635-5775
E-911Center	(706) 635-8911
Sheriff Office	(770) 531-6900
E-911Center	(770) 536-8812
Sheriff Office	(706) 864-0414
E-911 Center	(706) 864-3633
Sheriff Office	(706) 439-6068
E-911Center	(706) 439-6038
Sheriff Office	(706) 865-6370
E-911 center	(706) 865-0911
	E-911Center Sheriff Office E-911 Center MP Desk Sheriff Office E-911Center Sheriff Office E-911Center Sheriff Office E-911 Center Sheriff Office E-911 Center Sheriff Office E-911 Center Sheriff Office Sheriff Office

### ANNEX B (Interoperable Communications)

- 1. Incident Commanders will designate a Communications Officer who will be responsible for insuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.
- 2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with in order to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.
- 3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

### ANNEX C (Fire Resources and Coordination)

#### **Fire Equipment and Personnel:**

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

#### **Types of Fire Support:**

- 1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
  - 2. Structural Fire Suppression/Aerial Response
    - a. Breathing apparatus resupply
    - b. Mobile water resupply
  - 3. Aircraft Crash Rescue/Fire Suppression Response
- 4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
  - 5. Ambulance Emergency Medical Services Response
    - a. Emergency Medical Services Paramedic Level
  - 6. Technical Rescue Response
    - a. Structural Collapse
    - b. Trench Collapse Rescue
    - c. Vehicle/Machinery Rescue
    - d. Confined Space Rescue
    - e. High/Low Angle Rescue
    - f. Water Rescue Response

- 1) Shore Water Rescue
- 2) Surface Water Rescue
- 3) Swift Water Rescue
- 7. Hazardous Materials Response
  - a. Awareness Level
  - b. Operations Level (Containment/Decontamination)
  - c. Technician Level (Confinement)
- 8. Weapons of Mass Destruction Reponses
  - a. Awareness Level
  - b. Operations Level (Containment/Decontamination)
  - c. Technician Level (Confinement)

### ANNEX D (Police/Security Resources and Coordination)

- 1. Law Enforcement Equipment: DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.
- a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).
- b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally precoordinated due to the nature of the documentation and approvals. Reimbursement Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See also 10 U.S.C. § 277.

#### 2. Law Enforcement Personnel Support:

- a. Military to Off-Post Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act in concert with the Insurrection Act of 1807 is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.
- b. Off-Post to Military Pursuant to Title 10, section 2672(g) Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

#### 3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident. Neither the dog handler nor the MWD shall participate directly in law enforcement

activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See also DoDD 5200.31E, paragraph 4.f.

- b. **Transportation of apprehended suspects and prisoners** Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.
- c. Information Sharing Concerning Service Members The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.
- d. **Sharing Law Enforcement Reports** Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

#### e. Military Police Reporting Procedures -

- 1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.
  - 2) MP Desk will immediately make a journal entry of the report received.
  - 3) Upon receipt of the written police report, the MP Desk will make a blotter

report of the incident.

- 4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.
- 5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.
- 6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.
- 7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.
- f. **Sex Offender Registry** Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.
- g. Civilian Protection Orders (CPO) Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).
- h. **Military Protective Order** Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.
- i. Access Control Point (ACP) Closure Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need to provide Law Enforcement support to assist with traffic control or rerouting of

traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

### ANNEX E (References)

- 1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 Reciprocal Fire Protection Agreements for the Protection of United States Property
- 2. Title 10 U.S.C. Armed Forces, Section 2672 Use of military equipment and facilities
- 3. Title 10, U.S.C. Chapter 15 Military Support for Civilian Law Enforcement Agencies
- 4. Title 10 U.S.C. 2679 Installation-support services: Intergovernmental Support Agreements
- 5. Title 15 U.S.C. 2210 Reimbursement for costs of firefighting on Federal property
- 6. Title 18 U.S.C. 1385 Use of Army and Air Force as posse comitatus
- 7. Title 31 U.S.C. Chapter 65 Intergovernmental Cooperation
- 8. Title 42 U.S.C. Chapter 15A Reciprocal Fire Protection Agreements
- 9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
- 10. DoDI 6055.06, DoD Fire and Emergency Services Program
- 11. DoDI 6055.17, DoD Emergency Management (EM) Program
- 12. DoDI 7000.14R, Financial Management Regulations
- 13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
- 14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
- 15. DoDD 4500.09E, Transportation and Traffic Management
- 16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
- 17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code

- 18. Army Regulation (AR) 5-9, Installation Agreements
- 19. AR 190-12, Military Working Dogs
- 20. AR 190-45, Army Law Enforcement Reporting
- 21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
- 22. AR 525-27, Army Emergency Management Program
- 23. AR 700-131, Loan, Lease, and Donation of Army Materiel
- 24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
- 25. Georgia Emergency Management Agency Homeland Security Statewide Mutual Assistance Agreement

#### **ADDENDUM**

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

#### 2. Agreements and Responsibilities:

- a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8 mile air radius of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.
- b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.
- c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.
- d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
- e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

- (1) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
- (2) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.
- (3) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.
- (4) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.
- (5) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encounter by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include on individual with the Department of Defense Certification of Fire Officer 1.
- f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.
- g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.
- h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

- i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin county Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.
- j. This agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days notice of said cancellation.
- k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

DAVID WIMPY EMA, EMS Director/Fire Chief Lumpkin County Fire Department Dahlonega, Georgia	COL MATTHEW SCALIA U.S. Army Garrison Commander Fort Benning, Georgia
(Date)	(Date)
TIMOTHY SEIGAL Fire Chief Fort Benning Fire Department Fort Benning, Georgia	
(Date)	



### DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

	<u>inance</u>			W	ork Session: <u>3/1</u>	9/2020
Prepared By:	Vickie Neikirk			Voting Session: <u>4/2/2020</u>		
Presenter: Vic	kie Neikirk			Pι	ıblic Hearing: Y	es No <u>x</u>
Agenda Item 7	Fitle: Write off of	f bad debt of Tra	ansfer Station a	ccount_		
Background In	formation:					
the City of I attempts we and/or set u & Davis was	Dawsonville. There made to contacted and	ney lost that co illect the past can, but that did r they were not a	ntract and last due amount. Th not occur. After ble to collect eit	year their accorde owner made we were unable ther.	re the disposal of count became page promises they be to obtain payments of the County	ast due and would pay nent, Jarrard
this bad deb	t. Total amount	owed is \$9,898	.76			
	er is not allowe re included in th	•	e transfer statio	on. Past due in	voices and the I	etter sent to
	ation: Applicat	ole: Not Ap	plicable: <u>x</u> Bud		No	
Budget Inform Fund	ation: Applicat	ole: Not Ap	plicable: <u>x</u> Bud Budget	dgeted: Yes Balance	No Requested	Remaining
			-			Remaining
	Dept.		-			Remaining
Fund Recommenda	Dept.	Acct No.	-			
Fund Recommenda Department H	Dept. tion/Motion:	Acct No.	-		Requested	
Fund Recommenda Department H Finance Dept.	Dept. tion/Motion:	Acct No.  on:	-		Requested  Date:	//2020
Fund  Recommenda  Department H  Finance Dept.  County Manag	Dept.  tion/Motion:  ead Authorization: \( \frac{1}{2} \)	on: Vickie Neikirk	-		Date:	
Fund  Recommenda  Department H  Finance Dept.  County Manag	Dept.  tion/Motion:  ead Authorization:  Quer Authorization  ey Authorization	on: Vickie Neikirk	-		Date: Date: 3/11 Date: 3/11	



Vickie Neikirk Chief Financial Officer

Accounting

Accounts Payable

Accounts Receivable

Budget

Grant Administration

Payroll

Purchasing

Dawson County Government Center 25 Justice Way, Suite 2214 Dawsonville, GA 30534 Phone 706-344-3501 Fax 706-531-3504

#### DAWSON COUNTY FINANCE DEPARTMENT

February, 22 2019

Ms. Patricia Hamby, Rakestraw Sanitation 4065 Browns Bridge Rd Cumming, GA 30041

Re: Past due invoices for Dawson County Transfer Station

Dear Ms. Hamby,

According to our records, the following invoices are past due:

Invoice	Invoice	Invoice	Description	Notes
Date	Number	Amount		
11/14/18	11518	\$4,260.84	October bulk drop-off fees	70 days past due
12/13/18	11534	\$2,765.84	November bulk drop-off fees	41 days past due
01/07/19	11544	\$2,872.08	December bulk drop off fees	16 days past due

Copies of these invoices have been enclosed for your reference.

Despite verbal and written requests for payment your account still remains outstanding. Until paid in full your credit account with the Dawson County Transfer Station has been suspended. Please arrange payment of this account today, or if you cannot make full payment at this time, please contact us to make a payment arrangement that is mutually acceptable. If we have not received payment, or made other arrangements by March 8, 2019 we will pursue attempts to collect up to and including legal action.

If you have any questions, please do not hesitate to contact me (706) 344-3501 ext. 42253 or tyoung@dawsoncounty.org

Your attention to this matter is greatly appreciated.

Tiffany Young
Dawson County Government



### **Dawson County BOC**

25 Justice Way, Suite #2214 Dawsonville, GA 30534

Invoice Number:

11518

INVOICE

Invoice Date:

11/14/18

(706) 344-3501 Fax: (706) 344-3504

Dillillu Auuless.	Billina	Address:	
-------------------	---------	----------	--

Company:

RAKESTRAW SANITATION

Name:

PATRICIA HAMBY

Address:

4065 BROWNS BRIDGE RD

City/State/Zip CUMMING, GA 30041

Date	Description	Amount
10/31/18	BULK DUMPING FEES - OCTOBER 2018	\$ 4,260.84
Total:		\$ 4,260.84

Notes: DUE ON 12/05/2018



# **Dawson County BOC**

25 Justice Way, Suite #2214 Dawsonville, GA 30534 Invoice Number:

11534

INVOICE

Invoice Date:

12/18/18

(706) 344-3501 Fax: (706) 344-3504

### Billing Address:

Company:

RAKESTRAW SANITATION

Name:

PATRICIA HAMBY

Address:

4065 BROWNS BRIDGE RD

City/State/Zip CUMMING, GA 30041

Date	Description	Amount
11/30/18	BULK DUMPING FEES - NOVEMBER 2018	\$ 2,765.84
Total:		\$ 2,765.84

Notes: DUE ON 01/08/2019



# **Dawson County BOC**

25 Justice Way, Suite #2214 Dawsonville, GA 30534

> (706) 344-3501 Fax: (706) 344-3504

### INVOICE

Invoice Number:

11544

Invoice Date:

01/07/19

Billing	Address:

Company:

**RAKESTRAW SANITATION** 

Name:

PATRICIA HAMBY

Address:

4065 BROWNS BRIDGE RD

City/State/Zip CUMMING, GA 30041

Date	Description	Amount
12/31/18	BULK DUMPING FEES - DECEMBER 2018	\$ 2,872.08
Total:		\$ 2,872.08

Notes: DUE ON 01/28/2019



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development				Work Session: 3/19/2020			
Prepared By: _	Harmony Gee	<del>)</del>			Voting Sessi	ion: 3/19/2020	
Presenter: Jan	meson Kinley			Public	Hearing: Yes_	No_x	
Agenda Item <sup>-</sup> Fausett Farms	Title: Presentati	on of Special E	vent Business	License Mounta	ain Madness 15	ik Trail Run at	
Background In	nformation:						
	ms currently has	•					
Current Inform	nation:						
They wish to Amicalola Fa	o add an event alls.	t that will be h	eld March 21 t	hat features a	15k trail run w	/ith views of	
Budget Inform	ation: Applicat	ole: Not	Applicable: x E	3udgeted: Yes	No <u>n/a</u>		
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining	
Recommenda	tion/Motion:						
Department H	ead Authorization	on:			Date:		
Finance Dept.	Authorization: _				Date:	<u></u>	
County Manaç	ger Authorizatior	n:			Date:	<u></u>	
County Attorne	ey Authorization	n:			Date:		
Comments/Att	achments:						

# Special Event Business License Application

TMP	Acreage of the request		
ZONING OF T	THE PROPERTY Consu Use		
911 Street address of	property: 11336 Highuny 1310 West		
Submittal Date	9 1		
Board of Commission (if applicable)	oners Work Session Date:		
Board of Commissio (if applicable)	oners Meeting Date: March 19, 3030		
Applicant I: (Authorized R	Representative)		
Printed Name	Dustin Heard Christie Moore		
Address	44 Commerce Drive		
	Dauxonville, GA 30534		
Phone			
Email Address	d. heard @ dauson.org		
Status	[ ] Owner [ ] Authorized Agent [ ] Lessee [ ] Option to purchase		
NOTE:	If applicant is other than owner, enclosed Property Owner Authorization form must be completed.		
<b>Property O</b>	wner Information		
Name	Danny Fausett		
Address			
	Dawsonville, GA 30534		
Phone	<del></del>		

<b>Property Information</b>
911 Street Address of Property 11336 Highway Ble West
Directions to Property  TUNCTION OF HWY 183 + 136
Tax Map & Parcel # (TMP) 029 002 , 020,008
Land Lot(s) 162 163 District Section
Commission District #
Subdivision Name    Name   Name   Lot # Name
SURROUNDING ZONING:  North RA  East West RA  West RA
PROPOSED ACCESS:  Access to the development will be provided from:
Road Name GA - 136  Type of Road Surface Pavel

Site plan notes: Parking will be in the Field - Same as Sunflowers

Horse trailers. Existing barn used for registration | Checkin.

SITE PLAN: Attach detailed site plan.

# Requested Action & Details of Proposed Use

Special Event Business License for Mountain Madness	15k Trail Run of
Fausett Farms	
DATE (S) OF THE EVENT March 21 2020	
Anticipated Attendance 135	
Existing Utilities: [ ] Water [ ] Sewer [	] Gas [] Electric
Number of Parking Spaces	
Number of Maintenance Personnel:	
Nearest Emergency Medical Clinic: Northeast Gn - Medica	al Plaza 400 Northside Urgent Care
Distance to Clinic: 20 miles / 25 minutes	
Total # of Toilet Fixtures Provided:	
Total # of Toilet Fixtures Provided:  4  Total # of Public Water Fountains: We supply belied for	orm Etowah.
Proposed Hours of Operation: M-F	
(See page 5 for times not permitted to operate.)  Sat 8 pm - 1 PM	
Sun	
Is there a charge for admission, a ticket, or a tour?	✓ Yes □ No
Is there a temporary tent structure?  If yes, what is the square footage?	☐ Yes ☑ No
Are food vendors participating in the event?  If yes, are they licensed by the Environmental Health Departme (Provide copy of licenses)  If yes, how many vendors will participate?  2	ent? Yes No
Will alcohol be served or sold during the event?  If yes, what type?	Yes ☑ No   Wine Liquor

# Requested Action & Details of Proposed Use (Continued)

Is there any potentially dangerous or hazardous activity?  If yes, please describe	Yes	✓ No
Will any national or local celebrity be participating in the event?  If yes, provide name and describe type of participation	Yes	√No
Will there be any media coverage?  If yes, provide name(s) of media and describe type of coverage	Yes	✓No
Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County Marshal, or other county personnel?  If yes, describe	☐ Yes	⊠No
Notethat as a condition on the issuance of a temporary special the license holder shall indemnify and hold Dawson County I demand, or cause of action that may arise from activities special event.	harmless fron	n claims,

<u>NOTE</u>: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAW	SON COUNTY		
I, (Print Name) Savah SWEAR, SUBJECT TO PEN		OV & VEARING, TH	
AND ANSWERS MADE BY	ME AS THE APPLICA	NT IN THE FO	REGOING PERSONAL
STATEMENT ARE TRUE AN	ND CORRECT.	V 0.4	2) -21
	کر ۔	X. Wish	e Maggo
		Applican	t's Signature
	0 1 100	<u> </u>	V
I HEREBY CERTIFY THAT			NED HIS/HER NAME
TO THE FOREGOING AF UNDERSTOOD ALL STATI			IAT HE KNEW AND
OATH ACTUALLY ADMIN			
AND ANSWERS ARE TRUE		21,014	
etch v	Maral and		
THIS DAY OF	1 larch 2020		HILLENDA MANA
		Duster	O Comission Com
		Nesten	PubOc7
			8 2020 **
			ON THE OF OF STATE OF
FOR OFFICE USE ONLY:	APPROVALS:	111	AY PUBATE
			watuummu.
Chairman, Commissioners	Board	of	
Commissioners			
Sheriff			
Emergency		Services	
Environmental		Health	
County Marshal			
Planning		Director	
iannig.		Director	
County Manager			

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA DAWSON COUNTY

STATE OF GEORGIA, DAWS	JN COUNTY		
I, (Print Name) Sovol SWEAR, SUBJECT TO PENA AND ANSWERS MADE BY M STATEMENT ARE TRUE AND	ME AS THE APPLICA	NT IN THE FO	DREGOING PERSONAL
		Applican	t's Signature
I HEREBY CERTIFY THAT	MENTS AND ANSWE TERED BY ME, HAS ND CORRECT.	TO ME THE ERS MADE THE SWORN THE	
THIS DAY OF //	Parch 2025	)	ALL
		P. Mi	St. Mario College
		Nesta	nus Publica -
			31 8 1
		1	2020
FOR OFFICE USE ONLY:	APPROVALS:	III.	PY PUBLISH
Chairman, Commissioners	Board	of	-
Sheriff			
			100 1
Emergency		Services	Jesouly
Environmental		Health	
County Marshal			
Planning		Director	
County Manager			

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.
STATE OF GEORGIA, DAWSON COUNTY
I, (Print Name) Sach Christies OF EATSE SWEADING THAT THE STATEMENTS

Chairman, Board of Commissioners

Sheriff

Emergency Services \_\_\_\_\_

Environmental Health \_\_\_\_\_

County Marshal

Planning Director

Planning Director \_\_\_\_\_\_

County Manager

Poblic Works
Dineck Dillie

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith. STATE OF GEORGIA, DAWSON COUNTY I, (Print Name) DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. Applicant's Signature I HEREBY CERTIFY THAT SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT. THIS FOR OFFICE USE ONLY: APPROVALS: Chairman, Board of Commissioners Sheriff Emergency Services Environmental Health

County Marshal

County Manager

Planning

Director

# PROPERTY OWNER AUTHORIZATION

I/we Danny Fausett	hereby swear that I /
we own the property located at (fill in address and / or tax map & parcel #);	
Address: 11336 Highway 136 West, Dawson	rulle, GA 3053
TMP:	
as shown in the tax maps and/or deed records of Dawson County, Georgia, at affected by this request. I hereby authorize the person named below to act as t pursuit of a business license for a special event held on this property. I und granted, and/or conditions or stipulations placed on the property will be bin regardless of ownership. The under signer below is authorized to make this applications.	the applicant or agent in erstand that any license ding upon the property
Printed Name of applicant or agent Dustin Heard	
Signature of applicant or agent Out Houl	Date 3/6/2020
Mailing address 4 Commerce Drive	
City, State, Zip Dawsonville GA 30534	
Telephone Number 706 265 6278	
Printed Name of Owner(s) ANNY S FAUSET	7
Signature of Owner(s) Date	
Notary Public Delect Mr.	_Date <u>3   4   202</u> 0
Notary Scal  Notar	ses of all partners must be needed to list all names,



### **Letter of Intent**

### **Event info:**

• Mountain Madness 15K Trail Run is located in the foothills of Dawson County at Fausett Farms Horse Trails. Beginning with a wide-open start, you will have ample time to space out and get your place before entering the double track trail. Once entering the woods you'll be treated with punchy rollers as you approach your first major climb at around mile 3. Atop one of the steepest climbs you'll be rewarded with a view of the tallest waterfall this side of the Mississippi, Amicalola Falls. Miles 4-7 will be a mixture of steep rollers and just enough recovery to be ready for your final climb before rolling into a sprint finish across your final stream at mile 9. You will have a total of three 3 hours to complete the run.

### **Impact on Community:**

No known impact to the community.

### **Impact on County Services:**

No expected impact on county services.

### Day of Schedule:

8 a.m. - Morning of registration/check-in begins
8:45 a.m. - Announcements
9 a.m. - Run begins
10:30 a.m. - Lunch will be ready
12 p.m - Run ends

# Dawson County, Georgia Board of Commissioners Affidavit for Issuance of a Public Benefit As Required by the Georgia Illegal Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a Dawson County Business License, Out of County Business Registration, Alcohol License, or other public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following with respect to my application for such Dawson County public benefit.

Dawson Col	unty public benefit,
	I am a United States citizen.
1.5	I am a legal permanent resident of the United States. (FOR NON-CITIZENS)
-	I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. (FOR NON-CITIZENS)
My alien n	umber issued by the Department of Homeland Security or other federal immigration agency is:
and verifiab for a list of	gned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure ble document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. (See reverse side of this affidavit secure and verifiable documents.)  Indicate the provided with this affidavit can best be classified as:
fictitious, or face criminal	ne above representation under oath, I understand that any person who knowingly and willfully makes a false, fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and penalties as allowed by such criminal statute.
Executed in_	Dawsonville (city), Georgie (state)
Signature o	of Applicant Date
Dust Printed Nar	ne Heard Dawson County Chamber of Commercene
	SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF WHAT , 20 70 Notary Public My Commission Expires: 2020 000 31, 2070

This affidavit is a State of Georgia requirement that must be completed for <u>initial</u> applications and <u>renewal</u> applications for public benefits as referenced in O.C.G.A § 50-36-1(a)(3). The person who has made application for access to public benefits on behalf of an individual, business, corporation, partnership or other private entity must complete and sign the affidavit and provide a secure and verifiable document.

### Dawson County, Georgia Board of Commissioners

### Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable revisions and deadlines established in O.C.G.A. § 13-10-90.

Lhereby declare under penalty of perjury that the foregoing is true and correct.

Dawson County Chamber of Commerce
Printed Name of Exempt Private Employer

Signature of Authorized Officer or Agent

Christian Marce, President

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn to me in the City of Dawson We Goorgic (state) on this the days of the Commission Expired March 2020

My Commission Expired March 2020

My Commission Expired March 2020

### 2019 Property Tax Statement

Nicole Stewart **Dawson County Tax Commissioner** 25 Justice Way, Suite 1222 Dawsonville, GA 30534

Bill Number	Due Date	CURRENT YEAR DUE
4791	12/1/2019	\$0.00

Payment Good Through:

Map: 020 008

Last payment made on: 11/27/2019

Location: HWY 136 W

**FAUSETT FARMS ENTERPRISES** 

DAWSONVILLE, GA 30534

RETURN THIS FORM WITH PAYMENT

Dear Taxpayer,

This is your current year Ad Valorem Property Tax Statement. This bill must be paid in full by December 1st in order to avoid interest and penalty charges. If payment is made after the due date, please call the office for the current amount due. State law requires all bills be mailed to the owner of record as of January 1st of the tax year. If you have sold this property, please forward this bill to the NEW OWNER and notify our

Thank you for the privilege to serve as your Tax Commissioner. Nicole Stewart

Nicole Stewart **Dawson County Tax Commissioner** 25 Justice Way, Suite 1222 Dawsonville, GA 30534



FAUSETT FARMS Tax Payer: **ENTERPRISES** Map Code:

020 008

Description: LL 612 613 LD 5-1 HWY 136 W Location:

Bill Number: 4791 District:

Scen this code with your mobile phone to view or pay this

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
\$0.00	\$607,000.00	163.21	607000	12/1/2019	7/18/2019		sv

TAXING ENTITY	Adjusted FMV Net	Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tex
STATE TAX	807000	242800	197747	45053	0	Q	0	0
COUNTY M&O	807000	242800	197747	45053	13.079	589.25	0	364.44
SALES TAX ROLLBACK	0	0	0	45053	-4.99	0	-224.81	0
SCHOOL M&O	607000	242800	197747	45053	15,778	710.85	0	710.85
TOTAL	S				23.867	1,300.10	-224.81	1,075.29

You can pay your bill in person, by mail, online at www.dawsoncountytax.com, or at the drop box in front of the courthouse at the crosswalk. If postmarked after December 1st, interest at a rate prescribed by law will be added monthly. An additional penalty as prescribed by law will be added every 120 days. If the bill is marked appealed, then this is only 85% of the total bill pending.

NO PAYMENT CONTRACTS WILL BE ALLOWED.

Current Due; \$1,075.29 Penalty: \$0.00 Interest: \$0.00 Other Fees: \$0.00 Back Taxes: \$0.00 Amount Paid: \$1,075.29 TOTAL DUE: \$0.00

### 2019 Property Tax Statement

Nicole Stewart **Dawson County Tax Commissioner** 25 Justice Way, Suite 1222 Dawsonville, GA 30534

Bill Number	Due Date	CURRENT YEAR DUE		
4789	12/1/2019	\$0.00		

Payment Good Through;

Map: 029 002

Last payment made on:

11/27/2019

Localion: 9622 ELLIOTT FAMILY PKWY

FAUSETT DANNY

DAWSONVILLE, GA 30534

RETURN THIS FORM WITH PAYMENT

Dear Taxpayer,

This is your current year Ad Valorem Property Tax Statement. This bill must be paid in full by December 1st in order to avoid interest and penalty charges. If payment is made after the due date, please call the office for the current amount due. State law requires all bills be mailed to the owner of record as of January 1st of the tax year. If you have sold this property, please forward this bill to the NEW OWNER and notify our

Thank you for the privilege to serve as your Tax Commissioner.

Nicole Stewart

Nicole Stewart **Dawson County Tax Commissioner** 25 Justice Way, Sulte 1222 Dawsonville, GA 30534



Scan this code with

your mobile phone to view or pay this

Map Code:

Location:

Tax Payer: FAUSETT DANNY 029 002

Description: L 162 163 5-2LL 545 613 14

9622 ELLIOTT FAMILY PKWY

Bill Number: 4789

District:

Bullding Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
\$57,600.00	\$1,021,700.0	254.31	1079300	12/1/2019	7/18/2019		SV

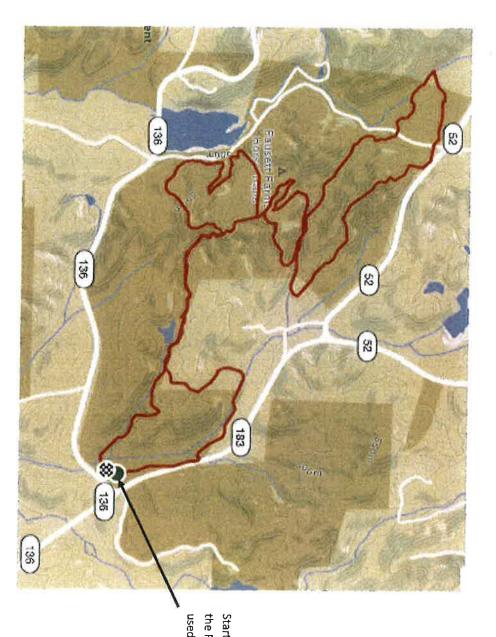
TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	1079300	431720	312706	119014	0	0	0	0
COUNTY M&O	1079300	431720	312706	119014	13.079	1556.58	0	962.7
SALES TAX ROLLBACK	0	0	0	119014	-4.99	0	-593.88	0
SCHOOL M&O	1079300	431720	312706	119014	15.778	1877.8	0	1877.8
TOTAL	S				23,867	3,434.38	-593.88	2,840.50

You can pay your bill in person, by mail, online at www.dawsoncountytax.com, or at the drop box in front of the courthouse at the crosswalk. If postmarked after December 1st, interest at a rate prescribed by law will be added monthly. An additional penalty as prescribed by law will be added every 120 days. If the bill is marked appealed, then this is only 85% of the total bill pending.

NO PAYMENT CONTRACTS WILL BE ALLOWED.

\$2,840.50 Current Due; Penalty: \$0.00 \$0.00 Interest: Other Fees: \$0.00 Back Taxes: \$0.00 Amount Paid: \$2,840,50 TOTAL DUE: \$0.00

# Mountain Madness 15K Trail Run March 21, 2020



Start/Finish/Parking will be in the Field . Existing barn will be used as Registration/Check-in.



### SUBMITTAL & WORK SESSION SCHEDULE

If the application requires Board of Commissioner approval, Planning & Development will provide you with submittal dates for your application.

FAILURE TO APPEAR AT MEETINGS CONSTITUTES ABANDONMENT AND DISMISSAL OF THE CASE, UNLESS THE APPLICANT SHOWS JUST CAUSE BY REASON OF ILLNESS OR HEALTH OR OTHER EMERGENCY WITHIN A REASONABLE TIME, IN WRITING.

- 1. Application is considered at a commission work session.
- 2. Application is approved or denied at a voting session.

# COMMISSION MEETINGS ARE HELD AT THE GOVERNMENT CENTER, 25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534.

Work sessions begin at 4:00 p.m. Voting sessions begin at 6:00 p.m.

Prior to the submittal date, applicants are encouraged to request and participate in a preapplication conference with Planning and Development staff to discuss the particulars of the request.

### E. Application Checklist

### LETTER OF INTENT

Include details of the event and potential impact on the community as to security, health, law enforcement, fire, emergency services, utilities, and roads.

# ALL APPLICABLE BLANKS FILLED OUT ON THE APPLICATION

Attach additional sheets of paper, if needed. If something is not applicable to your event, write "N/A" in that blank.

### SITE PLAN INFORMATION

Provide a detailed site plan showing location of proposed event and corresponding roads affected by the event.

### PAID PROPERTY TAX RECEIPT

Obtain from the Tax Commissioner's Office at 25 Justice Way, Suite 1222 - Phone: 706.344.3520.



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: _	Planning & De	velopment		Wo	ork Session: 3/1	9/2020
Prepared By: _	Harmony Gee			Vo	ting Session: 4/	2/2020
Presenter: Jan	neson Kinley			Public Hea	ring: Yes	No_x
Agenda Item T	Title: Presentatio	n of Parade and	d Assembly Ord	linance Update		
Background In	formation:					
We are looki	ng to expand up	on our existing	Parade and As	sembly Ordinar	 nce.	
		-		·		
Current Inform	ation:					
the fee for e	peen 2 items adovents and for the semblies/parade	e Planning & [	Development of	fice to administ	tratively approve	e previously
Budget Informa	ation: Applicab	le: Not /	Applicable: x B	Budgeted: Yes	No <u>n/a</u>	<u>1</u>
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Recommendat	tion/Motion:					
Department He	ead Authorizatio	n:			Date:	
Finance Dept.	Authorization: V	ickie Neikirk			Date: <u>3/10</u>	) <u>/2020</u>
County Manag	ger Authorization	: <u>DH</u>			Date: <u>3/10</u>	)/2020
County Attorne	ey Authorization:	·			Date:	
Comments/Atta	achments:					

### AN ORDINANCE OF

### THE BOARD OF COMMISSIONERS OF DAWSON COUNTY

REGULATING PARADES, PUBLIC ASSEMBLIES, DEMONSTATIONS AND RALLIES IN PUBIC PLACES; TO PROVIDE FOR ENFORCEMENT; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES AND RESOLUTIONS, TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES.

**WHEREAS**, parades, public assemblies, demonstrations and rallies in public places require road closings and interfere with the movement of emergency vehicles and other traffic and endanger public safety: and

**WHEREAS**, unregulated parades, public assemblies, demonstrations and rallies in public places result in significant public injuries and property damage; and

**WHEREAS**, Dawson County maintains a duty to protect residents and visitors from offenses against public order; and

WHEREAS, Dawson County may limit persons' rights to unabridged freedom of speech and to peaceably assemble under the First Amendment of the United States Constitution and Article I, Section I, Paragraphs V and IX of the Constitution of the State of Georgia only through valid content-neutral time, place and manner restrictions narrowly tailored to serve significant governmental interests that leave ample alternate channels of communication; and

**WHEREAS**, Dawson County may enact regulations to insure the delivery of critical emergency services, protect public safety, maintain the orderly and safe flow of traffic and safety of individuals and the property while also respecting a citizen's constitutional rights.

**NOW, THEREFORE**, the Board of Commissioners of Dawson County hereby enact this ordinance as follows.

### **SECTIONS I. PURPOSE**

- (A) The purpose of this ordinance is to establish an application and permitting procedure for organizations, groups of persons, and any other entities that seek to use public property, sidewalks, or public roads within the unincorporated area of Dawson County for the purpose of a parade, public assembly, demonstration or rally or similar event other than a funeral procession.
- (B) This ordinances shall not be construed to limit, restrict, inhibit, reduce, or otherwise impact the ability of Dawson County to sponsor any parade, public assembly, demonstrations, rally or similar event, unless such event is prohibited by another law, ordinance, or regulation of the State of Georgia.

### **SECTIONS II. DEFINITIONS**

The Following words, terms and phrases shall have the meaning ascribed in this section, unless the context clearly indicates a different meaning.

(a) Certificate of insurance: a document issued by a liability insurance carrier certifying that an insurance policy has been purchased showing an abstract of the provisions of the insurance contract.

- (b) *Demonstration*: a public activity of a group or ten (10) or more people for or against an issue, cause, or person
- (c) *Parade*: any march, demonstrations, assembly, ceremony, show, review, exhibition, pageant, motorcade or procession on the public streets or other public ways or property that requires or necessitates special traffic control or a road closing or crowd control measures
- (d) *Public assembly*: a meeting or gathering of a group of ten (10) or more people for a principle purpose of expressing, disseminating, or communicating an opinion, view, or idea in a public place
- (e) *Rally*: an assembly or gathering of ten (10) or more people intended to inspire and generate enthusiasm among those persons present.
- (f) *Liability insurance*: insurance covering the insured against loss arising from injury or damage to another person or property.

### **SECTION III. PERMIT REQUIRED**

- (A) Every organization, group of persons, or entity seeking to use sidewalks or public roads or public property other than a public meeting room within the unincorporated area of Dawson County for the purpose of a parade, public assembly, demonstration or rally shall obtain a permit from Dawson County before engaging in any such activity, unless such a permit is exempted under state law or the activity is otherwise exempted by law, ordinance, or other valid regulation. A funeral procession shall be exempt from the terms hereof.
- (B) During the course of any permitted parade or public assembly, demonstration or rally in a public place, an individual authorized by the permittee shall be present at all times and shall possess either the original permit or a true and accurate copy thereof and shall present such permit or copy thereof to persons authorized to enforce this ordinance.

### **SECTION IV. DUTIES OF DAWSON COUNTY**

Dawson County shall perform the following duties in accord with the terms of this ordinance:

- (a) Prepare and provide the necessary forms to apply for a permit;
- (b) Review the application and collect whatever application fee, if any, that may be required;
- (c) Designate and/or coordinate sites and set time schedules;
- (d) Receive input form the Georgia Department of Transportation, Dawson County Emergency Services, the Dawson County Sheriff, the Dawson County Marshal, and any other public office or officer deemed necessary to address public safety issues associated with the permit application; and
- (e) Consider, process, and render a decision regarding the permit application within thirty (30) days of the permit application being filed.

### **SECTION V. APPLICATION**

- (A) Every application for a permit in accord with this Ordinance shall submit an application to the Dawson County Planning and Development Department, which shall conform to the requirements hereof.
- (B) Unless otherwise exempted, each application shall be submitted on forms provided by Dawson County and shall be submitted at least thirty (30) days before the activity.

- (C) Each applications shall contain the following information:
  - a. The name, address and telephone number of the person or entity seeking to conduct the activity:
  - b. The names and addresses of the partners if the applicant is a partnership;
  - c. The names and addresses of the officers and directors if the applicant is a corporation;
  - d. All prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County;
  - e. The dates, time, and place where the proposed activity shall occur including a proposed routes of parades or other processions;
  - f. The type of activity or event; and
  - g. The number of expected participants, the length of the requested activity, a physical description of materials to be distributed, if any, and how participants shall interact with the general public.
- (D) Each applications shall be signed a verified by the applicant.
- (E) False statements within an application for a permit shall justify an immediate revocation of the permit and/or denial of the application.
- (F) The omission of required information within an application shall disqualify the applicant, but such disqualification shall not bar any subsequent applications for the same or a different activity.
- (G) <u>Application Fee</u>. Fees shall be assessed in accordance with the fee schedule adopted by the Dawson County Board of Commissioners.
  - a. The County Manager may consider waiving the fee upon written request of the application. This decision will made based on size, nature, and county resources needed for this event.

### **SECTIONS VI. PERMIT ISSUANCE**

(A) Review and Recommendation.

A copy of the application shall be delivered to those persons or entities providing input regarding the requested event. The persons or entities providing input regarding the applications may include, but shall not be limited to, the following persons or entities;

- (1) Department of Transportation;
- (2) Dawson County Sheriff's Office;
- (3) Dawson County Emergency Services;
- (4) Dawson County Marshal's Office; and
- (5) Dawson County Health Department.

Each person or entity providing input may make a recommendation regarding the application within seven (7) days of receiving a copy of the application.

(B) Action by the Board of Commissioners.

The Dawson County Board of Commissioners shall render a decision regarding the application no later than thirty (30) days after the Planning and Development Department receives the completed application.

### (C) Form of Action.

The decision of the Dawson County Board of Commissioners shall be in writing. Any decision adverse to the applicant shall state the reason or reasons for the denial. If that application is approved by the Board of Commissioners, then the Dawson County Planning and Development Department shall issue a copy of the decision to the applicant.

The County Manager or his or her designee may consider applications for reoccurring annual events that have previously been subjected to the requirements in this section and received approval by the Board of Commissioners, provided that in order to qualify for consideration under this section, there can be no material change to the application or expansion of the impact of the event from what was initially approved by the Board of Commissioners, as determined in the sole good faith discretion of the County Manager or his or her designee. Any decision of the County Manager or his or her designee may be appealed to the Board of Commissioners.

### (D) <u>Authority to set sites, routes, schedules or to cancel.</u>

- (1) If more than one (1) permit is sought for the same date or if the proposed route results in interference with the orderly flow of vehicular traffic, pedestrian traffic, or emergency vehicles, then Dawson County may designate reasonable alternate sites and/or routes and establish a time schedule for the beginning and ending of the activity. Dawson County may cancel the permit if the activity fail to begin within a reasonable time after the time set for the beginning based upon other activities for which permits have been granted or based upon the impact caused by such delay upon the public welfare, peace, safety, health, and good order.
- (2) If the activity or event may impact traffic traveling a state route, then the Georgia Department of Transportation shall be notified of the potential impact and approval from the Georgia Department of Transportation shall be obtained by the applicant.

### (E) Criteria for approval.

The permit shall be granted, unless one (1) or more of the following circumstances exist:

(1) The proposed activity shall unreasonably interfere with the property rights of non-participants;

- (2) The proposed activity shall unreasonably disrupt the orderly flow of traffic, vehicular or pedestrian;
- (3) The proposed activity shall unreasonably endanger the health or safety of the applicant or the citizens of Dawson County;
- (4) The application is incomplete or contains a material falsehood or misrepresentation; or
- (5) The proposed activity conflicts with another event that has already been approved and scheduled.

### SECTION VII. FINANCIAL RESPONSIBILITY AND INSURANCE

- (A) Nothing within this ordinance shall relieve any person or organization from responsibility for injuries or damages to persons or property, private or public, caused by acts or omissions arising from the activity for which any permit under this ordinance issues. The applicant shall indemnify and hold Dawson County harmless from and against any such claims.
- (B) The applicant shall be solely responsible form cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant in accord with this subsection and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expenses may include, but not limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

### (C) Insurance requirements.

- a. An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstrations or rally in a public place if one or more of the following criteria exists.
  - i. The use, participation, exhibition, or showing of live animals;

- ii. The use, participation, exhibition or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- iii. The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- iv. The use of roller coasters, bungee jumping, or similar activities; or
- v. Vendors or concessions.
- b. Any applicant required to provide insurance in accord with this sections shall provide Dawson County with a Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. Dawson County shall be added and an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000.00 per incident and \$2,000,000.00 aggregate for the entire event. All costs for the insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

### **SECTION VIII. APPEALS**

Any applicant whose application for a permit under this ordinance is denied my seek certiorari review by the Superior Court of Dawson County within thirty (30) days of the date such application is denied.

### **SECTION IX. VIOLATION AND PENALTIES**

Any person convicted of violating the terms of the ordinance may be punished by a fine not to exceed \$1,000.00. The Magistrate Court of Dawson County shall maintain jurisdiction regarding violations of this ordinance.

### **SECTION X. 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 (1) to affect the portions of the ordinance net held to be invalid or (2) to affect the application of this ordinance to other circumstances. 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.

### **SECTION XI. 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 part hereof.

# 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.

	and supporting documentation to the County Clerk.
Board or Au	thority Applied for: Department of Family and Children Services
Name Jennif	er Wright
	ss: 19 Tucker Ave.
···	-P · Dawsonvine, GA 30534
Mailing Addr	ress (if different)
City, State, Zi	mbox 700 and an
Telephone Nu	mber _706-344-3535 ext. 20191Alternate Number
Fax Telephone	Number
E-Mail Addres	ss: Wright@Dawsoncountysheriff.org
Additional info	ormation you would like to provide:
-	
0.	- /-
Signature J.	Date 3/1/2020
Please no	te: 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 30534
	(706) 344-3501 FAX: (706) 344-3504

# AN EMERGENCY RESOLUTION OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO PROVIDE FOR THE OPERATION OF DAWSON COUNTY, GEORGIA, DURING THE PUBLIC EMERGENCY OF THE NOVEL CORONAVIRUS DISEASE 2019 GLOBAL PANDEMIC

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, pursuant to its enabling legislation (1995 Ga. Laws p. 3689), as amended (the "Act"), the Board has the power and authority to fix and establish, by appropriate resolution entered on its minutes, policies, rules and regulations governing all matters reserved to its exclusive jurisdiction (Act at Section 2-11); and

**WHEREAS**, pursuant to O.C.G.A. § 36-1-20(a), the Dawson County Board of Commissioners (the "Board") is authorized to adopt ordinances for the governing and policing of the unincorporated areas of Dawson County for the purpose of protecting and preserving the public health, safety, and welfare; and

**WHEREAS**, pursuant to O.C.G.A. § 38-3-28(a), the County, as a political subdivision of the State of Georgia, by and through its Board, is authorized and empowered to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes; and

**WHEREAS**, pursuant to O.C.G.A. § 38-3-28(c), actions taken by the Board in accordance with the above shall be made with due consideration to the orders, rules, regulations, actions, recommendations, and requests of federal authorities relevant thereto and, to the extent permitted by law, shall be consistent with such orders, rules, regulations, actions, recommendations, and requests; and

**WHEREAS**, on March 13, 2020, Governor Brian Kemp, following President Donald Trump's national emergency declaration, declared a public health emergency in Georgia effective on March 14, 2020, to deploy all available resources for the mitigation and treatment of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, pursuant to the County's Code of Ordinances ("Code"), Chapter 18 (Emergency Management and Emergency Services), Article III (Emergency Management), Section 18-40 (Emergency management and response powers), following a declaration of emergency, and during the continuance of such state of emergency, the Chairman of the Board is empowered to implement local emergency measures to protect life and property, including but not limited to, "suspending any law, code provisions or regulation prescribing the procedures for conduct of county business, or the orders, rules or regulations of any county agency if strict compliance with any ordinance, resolution, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency or disaster, provided that such

suspension shall provide for the minimum deviation from the requirements under the circumstances and further provided that, when practicable, adverse effects resulting from such suspension shall be minimized" (Code Sec. 18-40(a)(4)d.8.); and

- **WHEREAS**, the Board is charged with the protection of the public health, safety, and welfare of the citizens of Dawson County; and
- **WHEREAS**, the novel coronavirus disease 2019 global pandemic is a public emergency affecting and threatening life, health, property, and public peace; and
- **WHEREAS**, the U.S. Centers for Disease Control and Prevention has declared that avoiding public assembly and otherwise engaging in "social distancing" is an effective way to slow or prevent transmission of the disease.
- **NOW, THEREFORE, BE IT RESOLVED** by the Dawson County Chairman and the Board of Commissioners (the "Board") as follows:
- SECTION 1. The Board does hereby declare that an emergency affecting life, health, property, and public peace exists within Dawson County, Georgia ("County"), due to the novel coronavirus disease 2019 ("COVID-19") global pandemic.
- SECTION 2. The following provisions shall govern the operation of the County during the COVID-19 pandemic:
- 2.1 **Public hearings** All matters requiring a public hearing, including but not limited to zonings, special use permits, variances, and regulatory permits (i.e., alcohol) are hereby stayed for a period of sixty (60) days from the effective date of this Resolution. At the conclusion of sixty (60) days or earlier termination of this Resolution, the scheduling of hearings shall resume in the ordinary course, barring further extension of this Resolution. County staff are directed to work with applicants and those otherwise affected by this stay to ensure that financial impact and/or disruptions to business function is kept to a minimum.
- 2.2 **Existing regulatory permits** If there are in effect existing regulatory permits that require a public hearing prior to renewal or extension, and that will lapse in the absence of such renewal or extension, then such permits shall be extended and remain in full force and effect until such time as public hearings are resumed.
- 2.3 **County zoning and administrative agencies** The business of the County zoning and administrative entities, such as the Planning Commission, and all other such entities are hereby suspended for a period of sixty (60) days from the effective date of this Resolution. At the conclusion of sixty (60) days or earlier termination of this Resolution, all such entities shall continue business operations in the ordinary course, barring further extension of this Resolution.
- 2.4 **Moratorium on public events and/or mass gatherings** No application for any permit, license, or similar approval related to any public event or gathering (e.g., parade

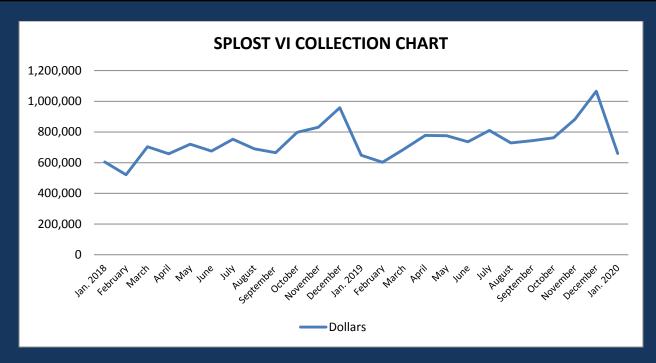
and assembly, special event business license, special event permits) shall be accepted and no pending applications shall be further processed by the County administration for sixty (60) days.

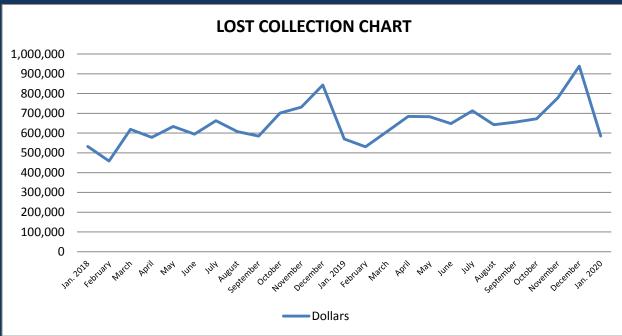
- 2.5 **County Board of Commissioners** The Board shall continue to operate and assemble at public meetings, subject to the following:
- (a) All policy-making functions of the Board (i.e., strategic plans, ordinances, land use planning functions, visioning, development of county-wide objectives and goals, and like activities) shall be suspended for sixty (60) days, except for policy-making and ordinance functions directly related to addressing the COVID-19 pandemic and related public health and safety issues;
- (b) All zonings, plats, variances, and other land-use decision-making shall be suspended for sixty (60) days;
- (c) All non-essential business (i.e., proclamations, presentations, etc.) shall be suspended for sixty (60) days;
- (d) Contract, budgeting, and fiscal operations shall continue in the ordinary course;
- (e) Citizens shall be *strongly* encouraged to observe Board meetings via online streaming, particularly in light of all planning, policy, and ordinance-based functions being suspended; and
- (f) Citizens who choose to attend any open meeting of the Council shall be requested to observe social distancing protocols while sitting in the gallery.
- 2.6 On or before the sixtieth (60<sup>th</sup>) day following the effective date of this Resolution, or any re-enaction hereof, the Board shall convene upon the call of the Chairman or any three (3) commissioners in accordance with Section 2-9 (Meetings) of the Act.
- SECTION 3. All orders, rules, regulations, resolutions or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Be it resolved this	_ day of	, 2020.	
	DAWSON	COUNTY BOARD OF COM	MISSIONERS
	By:Billy	y Thurmond, Chairman	
Attest:		[COUNTY SEAL]	
By: Kristen Cloud, County Cl			

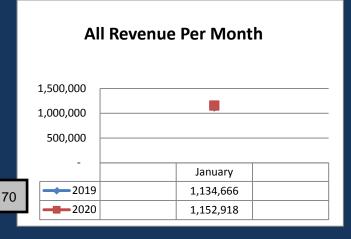


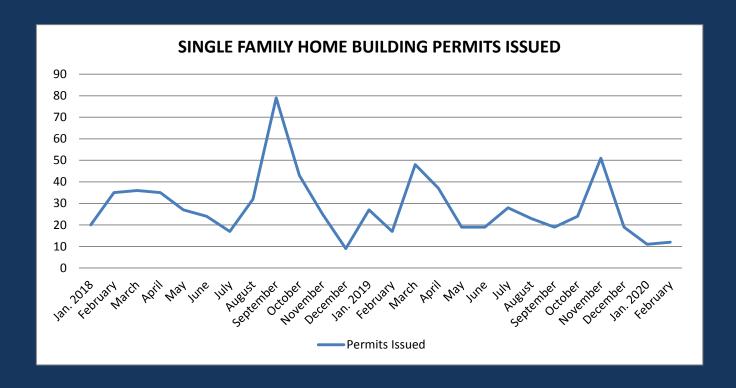
Key Indicator Report February 2020

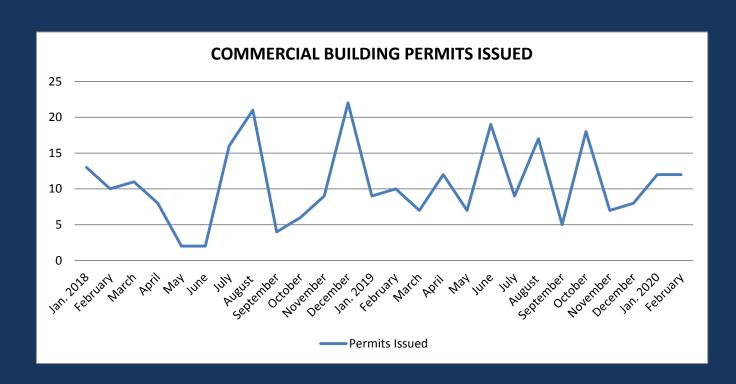


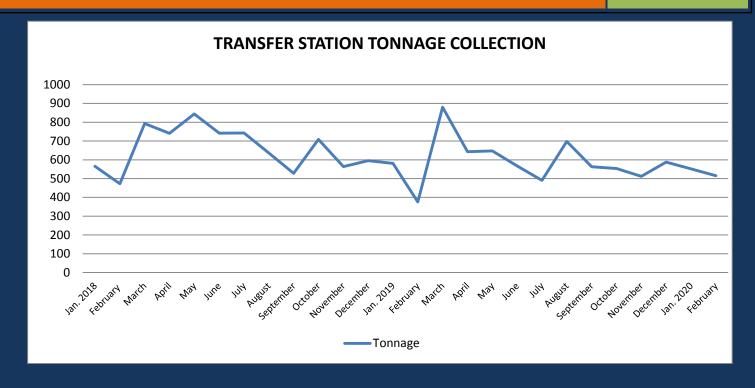


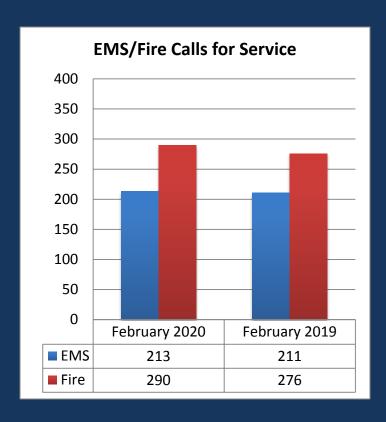


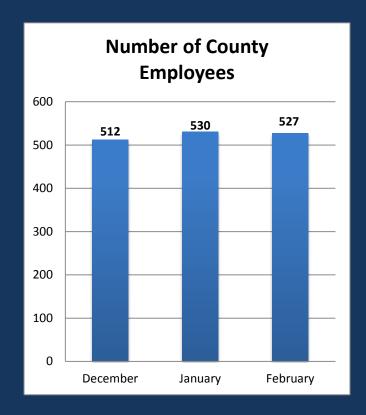


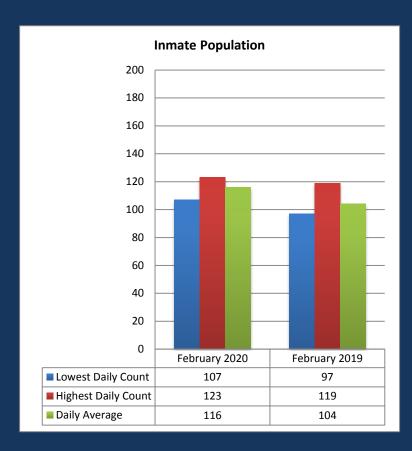


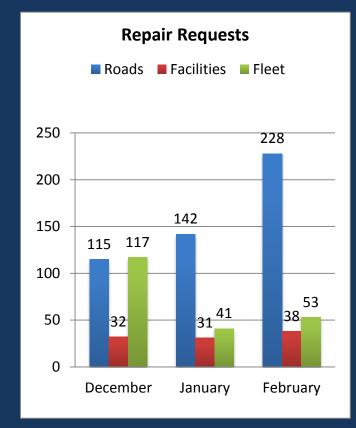














### Elections/Registrar Monthly Report - February 2020

New Applications/Transfers In: 368

Changes/Duplicates: 857

Cancelled/Transferred Out: 188

Total Processed: 1413

### **HIGHLIGHTS**

### **Voter Registration Projects:**

Daily processing of voter registration applications, street lists, felon, deceased reports, as needed.

• Processing voter list requests for candidates.

Preparation and processing of absentee by mail requests continue. As of 3/2/20, 214 ballots are mailed.

### **Elections Projects:**

2020 Election Calendar:

Presidential Preference PrimaryVoter Registration CutoffMarch 24, 2020February 24, 2020

Advance Voting March 2-March 20 (Saturday, March 14)

General Primary/Special Election May 19, 2020

Qualifying (Party, Nonpartisan, Independent) March 2-5 (9a-5p; March 6 (9a-noon)

General Primary Runoff (if applicable)
 General Election/Special Election
 General Election Runoff (if applicable)
 GE Federal Runoff (if applicable)
 January 5, 2021

- Daily emails, weekly webinars and phone calls continue from the State Election Office.
- Logic & Accuracy of the new equipment is complete, sealed for election and ready for 3/23/20 deployment.
- Public Demonstration unit is set up for voter use during office hours.
- TSPLOST Call for Special Election prepared and published to be held with the 5/19/20 General Primary.

### Highlights of plans for upcoming month:

- Absentee Ballot requests will continue to be processed as received.
- Election day training sessions for the new election equipment is scheduled March 10-12, 2020.
- Local candidate qualifying March 2-6, 2020.
- Presidential Preference Primary Advance Voting precinct prepared for voting, March 2-20, 2020.
- Board of Elections & Registration monthly meeting March 18, 2020 at 9:30 @ The Chappell Building.



# <u>Dawson County Emergency Services Monthly Report – February 2020</u>

Fire Responses	DEC	JAN	FEB	EMS Responses	DEC	JAN	FEB		EMS Re	evenue
2018	344	306	278	2018	223	238	241	2019	FEB	\$57,772.16
2019	289	278	276	2019	263	217	211	2020	FEB	\$63,598.88
2020	-	354	290	2020	-	266	213		0.08% i from la	ncrease st year

Plan Review and Inspection Revenue Total		Business Inspections Total					
		Final Inspections	Annual & Follow Up Inspections				
County	\$ 2,700.00	14	145				
City	\$ 100.00	1	23				

Н	HIGHLIGHTS: Dawson County Emergency Services Projects								
Training Hours Completed by Staff	993 hours	Fire Investigations	1						
PR Detail	2	CPR Training per Individual	11						
Smoke Detector Installations	1	Stop the Bleed Training per Individual	0						
Search & Rescue	2	Child Safety Seat Installations	2						
Swift Water Rescue	0	Plan Reviews	12						

Types of Fires Total – 4							
(11) 111-118: Structure Fire Building, Cooking, Chimney- Flue, Incinerator, Fuel Burner-Boiler	2	(14) 141-143: Natural Vegetation Fire Forest, Woods, Wildland, Brush, Grass	1				
(12) 121-123: Fire in Mobile but Fixed Structure Mobile Home, Motor Home, RV, Camper, Portable Building	0	(15) 151-155: Outside Rubbish Fire Rubbish, Trash, Waste, Dump, Landfills, Dumpsters	0				
(13) 131-138: Mobile/Vehicle Property Fire Passenger, Road Freight, Transport, Rail, Water Vehicles, Aircraft, Campers/RV, Off Road Vehicles, Heavy Equipment	1	(16) 161-164: Special Outside Fire Storage, Equipment, Gas/Vapor, Mailbox	0				

Total Water Usage – 10,100 gallons								
Etowah Water	3,100 gallons	Pickens	0 gallons					
City of Dawsonville	4,000 gallons	g Canoe	3,000 gallons					



# Facilities Monthly Report -February 2020

Total Work Orders: 38

• Community Service Workers: 0

## **HIGHLIGHTS**:

- \*Replaced HVAC filters and numbered all units county wide
- \*Cleaned out old Fleet Shop (inside and outside)
- \*All Fire Extinguishers serviced county wide
- \*Cleaned up Canoe put in due to the recent flood waters (help from Public Works and Parks Staff)



### **MONTHLY REPORT**

### For Period Covering the Month of February 2020

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Ongoing projects new Fleet Shop/Cleaning old Fleet Shop	Fleet Shop
2	Repaired sheet rock-jail cell	Government Center
3	Replaced HVAC filters and numbered all units	County Wide
4	Cleaned out old fleet shop inside and out	Old Fleet Shop
5	Completed work after inspection	Fire Stations 1, 2, 6
6	Had repairs made HVAC - Gym A	Rock Creek
7	Removed dead tree- Edge of the world (Highway 53)	Edge of the world (Hwy 53)
8	Cleaned and waxed floors	Public Works/Fleet Shp/Transfer
9	Elevator inspections	County Wide
10	All fire extinguishers services	County Wide
11	Cleaned canoe put in due to flood waters with help from Public works/Parks	Canoe Put in
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	Total Work Orders for the month = 38	Facilities
27	Total Community Service for the month = 0	Facilities

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

Cutting of grass and landscape maintenance on all county properties

Cutting of grass and landscape maintenance on all five (5) parks on the west side of county

Cleaning of the new government center and other county owned buildings, offices and facilities

Emptying outside trash receptacles at county owned buildings

Collecting and recycling of all county buildings, offices and facilities

Finance Monthly Report – February 2020

### **FINANCE HIGHLIGHTS**

- LOST Collections: \$585,076 up 2.57% compared to 2019
- SPLOST Collections: \$659,726 up 1.78% compared to 2019; 12.9% over projections for January 2020; Total SPLOST VI collections: \$37,117,186
  - \$560,767- County Portion (85%)
  - \$98,959 City Portion (15%)
- TAVT: \$197,780 up 63.9% compared to 2019
- See attached Revenue and Expenditure Comparison for 2020
- Total County Debt: \$3,916,885 (See attached Debt Summary)
- Audit Status: Auditors will be on-site in early April to continue fieldwork for the 2019 audit.
- EMS Billing Collections: \$71,762 for January 2020; \$71,762 YTD
- Budget Status: The FY 2020 Budget was adopted on October 17, 2019.
- Monthly Donations/Budget Increases: \$963,648
  - Passport Fees \$2,100
  - Donations \$16,458
  - 2% Increase and Adjustments per Salary Study \$836,000 (from Fund Balance per BOC approval)
  - Increase to Defined Contribution & Defined Benefit Retirement Plans \$85,000 (from Fund Balance per BOC approval)
  - 2019 Donation Carryover Balances \$24,090

### **PURCHASING HIGHLIGHTS**

### **Formal Solicitations**

- HVAC Services
- Upfitting of 2020 Vehicles Sheriff's Office
- VMP Multipurpose LED Lighting Park & Rec

#### Informal Solicitations

None

### Quotes for less than \$25,000 this month

- Diesel Fuel Fleet Maintenance
- Gasoline Fleet Maintenance
- Battery-operated Floor Scrubber Fleet
- Modification of 2009 Ford Explorer Sheriff's Office
- Fencing for VMP Multipurpose Field Park & Rec

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

None

## **Pending Projects**

- Inmate Commissary & Banking Services
- Inmate Telephone/Video Visitation
- Full Depth Reclamation & Paving
- Piping Project

### **Work in Progress**

- Public Works/Fleet Complex
- Land Use Resolution Update
- Design-Build of Fire Station 8
- Salary Study
- VMP Pavilion, Playground & Multi-Purpose Field
- Senior Center (CDBG)

### **Future Bids**

- Rock Creek Park Turf for 3 Soccer Fields
- Install Soil Vapor Extraction System at Closed Landfill
- HVAC Countywide (excluding Govt. Center & Sheriff's Office)

### Future Bids - SPLOST VI

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

rchase for more than \$25,000 that did not beive required sealed bids

None

# **Budget to Actual**

	Actual at 1/31/2020	Percent of Budget Actually Collected/ Expended	2020 BOC (2) proved Budget	Over(Under)	Percentage Over(Under) Approved Budget
Revenue	\$ 1,152,918	3.73%	\$ 30,875,151	\$ (29,722,233)	-96.27%
Expenditures	1,808,133	5.86%	30,875,151	(29,067,018)	-94.14%
	\$ (655,215)	-2.12%	\$ -	\$ (655,215)	-2.12%

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

- (1) Reporting actuals as of 1/31/2020 because revenue collections are 30 days behind. The LOST revenues for the month of January 2020 were received in February 2020.
- (2) Change in total budget due to account adjustments:

\$ \$ \$	29,911,503 24,090 939,558	Original Budget Donation Carryover Balances January February March April May June July August September October November December
\$	30,875,151	Revised Budget



### Fleet Maintenance and Fuel Center Monthly Report –February 2020

### **FLEET**

Preventative Maintenance Performed: 15

• Tires Mounted: 28

Repair Orders Completed: 53

• Labor Hours: 224.20

Labor Cost Savings: \$12,331.00

(Comparison of the Fleet Maintenance rate of \$25.00 per labor hour to outsourced vendors rate of \$80.00 per labor hour)

• Parts Cost Savings: \$ 2,038.38

(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)

Total Cost Savings for November: \$ 14,369.38

## **FUEL CENTER**

Average Fuel Center Price Per Gallon:

Gasoline: \$ 1.91 Diesel: \$ 2.09

Fuel Center Usage - Dawson County and Board of Education

Gasoline: 10,776.4 gallons; 766 transactions Diesel: 7,122.4 gallons; 172 transactions

Fuel Center Usage - Etowah Water and City of Dawsonville

Gasoline: 1,219.4 gallons; 70 transactions Diesel: 477.2 gallons; 14 transactions

Revenue from Etowah Water and City of Dawsonville: \$84.83

### **HIGHLIGHTS**

- Fleet Services has completely moved into the new facility.
- All lifts and equipment have been installed and the new Fleet Facility is fully functional.
- All approved replacement vehicles for 2020 have been ordered and awaiting arrival.



<u>Human Resources Department Key Indicator Monthly Report – February 2020</u>

### **POSITION CONTROL**

• Positions approved by BOC: 633

• # of filled F/R Positions: 295

• # of filled F/T Positions: 0

• # of filled Grant Funded Positions: 17

• # of filled P/R Positions: 76

• # of filled P/T Positions: 82

• # of Supplemental Positions: 57

# of Vacant Positions: 79#of Frozen Positions: 27

% of Budgeted/Actual Positions: 83%

### **ADDITIONAL INFORMATION**

FMLA/LOA/Military tracking: 3
Unemployment Claims received: 1

Property & Liability Claims: 5

Worker's Compensation Claims: 1
Performance Evaluations received: 1

### **HIGHLIGHTS**

### Positions Advertised/ Posted: 14

- Emergency Services—Firefighter/Paramedic (Full-Time) 2
- Emergency Services—Firefighter/Paramedic (Part-Time) -- 0
- Public Works—Roads Operator I 0
- Public Works—Transfer Station Operator I 0
- Parks & Recreation—Lifeguard/Pool Concession Attendant 0
- Parks & Recreation—Part Time Parks Maintenance Worker 3
- District Attorney—Victim Witness Advocate 21
- Tax Assessor—Senior Property Appraiser 1
- Facilities—Part Time Custodian 2
- Treatment Court—Temporary Lead Counselor 1
- Emergency Services—Battalion Chief (Internal Only) 4
- Emergency Services—Lieutenant (Internal Only) 8
- General Application 2
- Sheriff's Office—Deputy Sheriff N/A
- Sheriff's Office—Detention Officer N/A

### **Applications Received: 44**

## New Hires added into system: 4

- Blake Avery Holman Public Works
- Kevin L. Holtzclaw Tax Assessor
- Janet Sue Kidd Registrar
- Leslie Langham Treatment Court

### **Terminations/Resignations Processed: 4**

- Travis Long Emergency Services
- Jed Mills Tax Assessor
- Adrienne Crawford Sheriff's Office Detention

# Additional Highlights for February:

Information and Enrollment Meeting on 2<sup>nd</sup> Tue 81
 f the month was successful with approximately 17 employees attending.



<u>Information Technology – February 2020</u>

• Calls for Service:110

• Service Calls Completed: 110

# **Highlights**

- Installed wireless devices at Voter Registration for new equipment
- Working on future adventures with Public Relations
- Multiple open records request

# Dawson County Est. 1857

# **Dawson County Board of Commissioners**

# Planning and Development Monthly Report - February 2020

## • Total Building permits Issued

o February 2020: 53

o YTD 2020: 95

o Single Family New Homes: 12

o Commercial Buildings: 12

### Business Licenses Issued:

o February 2020: 158

o YTD 2020: 462

### • Total Building Inspections Completed:

o February 2020: 391

o YTD 2020: 1030

# • Variances/Zonings Processed:

o February 2020: 3

o YTD 2020: 4

### • Plats Reviewed:

o February 2020: 3

o YTD 2020: 17

# Total Civil Plan Review Meetings:5

o YTD 2020: 8

### Total Building Plan Review Meetings: 9

o YTD 2020: 16

### Impact Fee Collection

o February 2020: \$20,537.68

o Commercial: \$0

o YTD 2020: \$76,464.29

### Revenue

o Planning

• February 2020: \$40,500.75

YTD 2020: \$110,891.42

### Business Licenses

February 2020: \$40,715.61

YTD 2020: \$72,247.64

# **Marshal's Office 2020 Monthly Report**

Activity	January	February	March	April	May	June	July	August	September	October	November	December	Totals
Animal Control Cases Logged	73	42											115
Animal Bites to Humans Investigated	6	1											7
Animals Quarantined	3	0											3
Animals Taken to DC Humane Society	21	19											40
Dangerous Dog Classifications	0	0											0
Animal Control Citations Issued	2	0											2
Animal Control Court Cases	5	2											7
Marshal's Office - After Hours Calls	38	29											67
Code Compliance Cases Logged	32	17											49
Alcohol Pouring Permits Issued	40	40											80
Alcohol License Visites 4 Dec. Lists	0	0											
Erosion Site Visits	5	4											9
Code Compliance Citations Issued	0	0											
Non-Conforming Signs Removed	49	4											53
Sign Reviews Conducted	3	11											14
Signs Purchased	2	8											10
Audit Letters Mailed (Pouring Permits)	0	3											3
Business License Renewal Calls Made	5	10											15
Business License Warnings Issued	0	0											0
Open Records Requests	2	0											2
Court Cases	5	2											7
Short term Rental Letters Mailed	25	3											28
Short Term Rental Renewals	3	2											5
New Short Term Rentals	2	1											3

# Dawson County Est. 1857

### **Dawson County Board of Commissioners**

### Parks and Recreation Monthly Report – February 2020

### • Youth Sports Participants

- o February 2020: 1,550 down 3% compared to same month last year
- o YTD 2020: 2,791 up 3.6% compared to last year

### • Facility Rentals/Bookings/Scheduled Uses:

- o February 2020: 751 down 3.7% compared to same month last year
- O YTD 2020: 1,477 down .7% compared to last year

### • Adult and Youth Wellness and Specialty Program Participation:

- o February 2020: 1,438 down 22.4% compared to same month last year
- o YTD 2020: 1,979 down 6.5% compared to last year

### • Total Customers Served:

- o February 2020: 3,739 down 11.7% compared to same month last year
- o YTD 2020: 6,247 down .8% compared to last year

### **HIGHLIGHTS**

### **Park Projects:**

- The bids for the replacement shop project have been reviewed and rewarded. Construction began in December.
- Veterans Memorial Park renovations continue to progress.
- A flood control berm is being redesigned at Rock Creek to help with flooding on soccer fields.

### **Athletic and Program Summary:**

- Additional specialty programs for the month included dance classes, adult Boot Camp, Pickleball, adult Tai Chi, and adult Yoga.
- Travel Teams will resume practices/games in February/March.
  - o 12 total teams registered (baseball, softball, basketball)
- The EPIC Day program continues to be a success, with approximately 85 in attendance at the February 20<sup>th</sup> event. The next event is scheduled for March 19<sup>th</sup>.
- Pickleball open play continues to go well and numbers are steady.
- Wrestling season continues to go well and is coming to an end.
- Basketball regular season has ended; all-stars continue on through the first weekend of March.

- Our 14U Boys all-star basketball team brought home the championship trophy from the district tournament held February 28-29; the same weekend, our 12U Girls all-star team brought home the 2<sup>nd</sup> place trophy. Both teams have advanced to the state tournament scheduled to begin March 6<sup>th</sup>.
- Battle of the Best, the Parks & Rec. Relay for Life team's annual fundraiser, was scheduled for February 7<sup>th</sup> & 8<sup>th</sup> at Rock Creek and Veterans Memorial Park. We had 27 teams registered but we were only able to get in Friday's games. We had to cancel the remainder of the tournament due to snow and were not able to reschedule.
- Spring Sports (baseball, softball, t-ball, track, volleyball) registration ended February 10<sup>th</sup> and yielded 726 youth sports participants, making up 65 teams.

### On the Horizon:

- War Hill Park campsites officially open March 1<sup>st</sup>.
- Spring Adult Softball registration will take place March 1<sup>st</sup>-31<sup>st</sup> and will be offering leagues for men's, women's, open co-ed, and church co-ed.
- Spring Sports Opening Day is scheduled for March 21<sup>st</sup>.
- The lacrosse program has begun and is small but will continue to grow. Home games will begin at Veterans Memorial Park on March 21<sup>st</sup>.



Public Works Monthly Report –February 2020

### **ROADS:**

Work Orders: 228Gravel: 387.50 tons

#### PROJECT MANAGEMENT:

- Public Works/Fleet Maintenance Buildings: Final punch list and final walkthrough will be
  performed in the upcoming period. Fire Marshal preformed inspection last week with his final
  punch list. Fire extinguisher company will deliver the remaining brackets. Floors were rebuffed
  last week by facilities and will re buffed before the opening. March 6<sup>th</sup> is the scheduled grand
  opening for the complex. Location of the USPS box is still being coordinated.
- Rock Creek Berm Project: A meeting will be held with Corey Guthrie and Jackie Townley with the
  relocation of the berm, the meeting is to keep from having to go back to EPD to revise the buffer
  encroachment permit. The county will assist with the engineering company for the revised
  plans. A meeting was held to get a unit cost for a wall spanning the distance of the wall.
- Veterans Memorial Park Maintenance Building: The maintenance building is wrapped in housing
  wrap and is scheduled to be completed by the end of March, due to the weather faming
  schedule has taken longer than scheduled. Once final grading has taken place, the fencing
  company will be turned loose to complete the project. Townley construction fixed the septic
  tank that was damaged by the contractor.
- Fire Station 8: The building was delivered last week for the fire station, due to the weather the project has been delayed, once the weather breaks the project will move as scheduled.
- Senior Center: The Senior Center is moving forward with all the interior framing being completed, exterior wrap has been installed with the porch being completed within the upcoming days. The timbers for the Porte cohere will be delivered on Wednesday and starting to be assembled the same week. Final grading for the entrance must be completed before the timbers can be hung.

### TRANSFER STATION:

Solid Waste: 514.79 TonsRecycling: 18.35 Tons

• Recycling scrap metal: 7.10 Tons

# Dawson County Est. 1857

# **Dawson County Board of Commissioners**

<u>Dawson County Senior Services Monthly Report – February 2020</u>

### **SENIOR CENTER**

- Home Delivered Meals Served
  - o February 2020: 1,862 up 7% compared to same month last year
  - YTD 2020: 3,902 up 4% compared to last year
- Congregate Meals Served
  - February 2020: 443 up 1% compared to same month last year
  - o YTD 2020: 983 up 1% compared to last year
- Physical Activity Participation (Tai Chi, Silver Sneakers, Yoga, individual fitness)
  - o February 2020: 479 up 15% compared to same month last year
  - o YTD 2020: 1,007 up 23% compared to last year
- Lifestyle Management Participation (art, bridge, bingo, awareness, prevention)
  - February 2020: 443 up 45% compared to same month last year
  - o YTD 2020: 838 up 41% compared to last year

### **TRANSIT**

- DOT Trips Provided
  - o February 2020: 306 up 25% compared to same month last year
  - o YTD 2020: 712 up 15% compared to last year
- Senior Trips Provided
  - February 2020: 616 up 11% compared to same month last year
  - YTD 2020: 1,337 up 18% compared to last year
- # of Miles
  - February 2020: 5,663 down 9% compared to same month last year
  - YTD 2020: 12,930 up 2% compared to last year
- Gallons of Fuel
  - February 2020: 668 down 10% compared to same month last year
  - o YTD 2020: 1,564 up 4% compared to last year

# **MONTHLY SPECIAL EVENTS**

- March 16: Ric Rac
- March 2: Dollar General
- March 3: Cigna Presentation
- March 9: Captain D's Lunch
- March 4, 11, 18, 25: Walmart
- March 10: Pain Free Living Workshop
- March 23: Dollar Tree
- March 17: Homestead Hospice Blood Pressure Checks
- March 23: Dollar Tree
- March 24, 31: Bingo
- March 30: Goodwill
- Bible Study on Thursdays
- Silver Sneakers Classes on Tuesday, Wednesday, & Thursday
- Art Class on Thursday and Friday
- Sit and Stretch/Balloon Volleyball on Monday and Wednesday
- Yoga on Friday
- Special Music on Friday

## **LOST and SPLOST Collections**

Local Option Sales Tax (LOST) collections are up 2.57% for the same month in 2019 and up 2.57% for year to date. Special Purpose Local Option Sales Tax (SPLOST) collections are up 1.78% for the same month in 2019 and came in 12.9% over projections. Total SPLOST VI collections (July 2015 to present) are \$37,117,186.

January collections received in February are as follows:

LOST	\$585,076
SPLOST	\$659,726
County (85%)	\$560,767
City (15%)	\$98,959

# Items Approved by the County Manager Since January 21, 2020

McCormick	Tax Assessor's	Revaluation of commercial and	Contract	\$9,500 for	Purchase Order and
Solutions Inc.	Office	industrial property		revaluation and	Contract
				\$500 per diem	
				cost for appeal	
				assistance	
Tyler	Planning &	Software to upgrade EnerGov	SaaS	\$100,000	Purchase Order and
Technologies	Development /		Agreement		Agreement
	Countywide				
Peek Pavement	Roads Department	On-call striping contractor	Contract	Unknown until	Contract
Markings		(Parker Traffic Markings)	Amendment	needed by Roads	Amendment
		bought out by Peek Pavement		Department	
		Markings			
Cintas	Facilities	Mat services contract for the	Contract	\$1,085.76	Service Agreement
		Government Center			
MSA Business	Dawson Transit	Cost-per-copy maintenance	Contract	Approximately	Maintenance
Technology		agreement		\$500 annually	Agreement

Allan Vigil Ford	Sheriff's Office	2020 Ford Escape - GA DOAS statewide contract	Cooperative Agreement	\$20,613	Purchase Order
Vehicle Service Group dba Rotary Lift	Fleet	Materials and installation of one 4-post surface lift, one 2-post asymmetric surface lift and two rolling jacks - Sourcewell contract	Cooperative Agreement	\$19,222	Purchase Order
Alan Jay Automotive Management	Sheriff's Office	4 2020 Ford Trucks - Sourcewell contract	Cooperative Agreement	\$135,680	Purchase Order
Municipal Emergency Services	EMS / Fire	6 air packs and 6 carbon monoxide valves / cylinders - NPPGOV contract	Cooperative Agreement	\$40,000	Purchase Order
Yancey Brothers	Roads Department	AC tract / multi-terrain loader and CB22B-MB compactor - GA DOAS statewide contract	Cooperative Agreement	\$108,835	Purchase Order
Allan Vigil Ford	Fire Marshal	2020 Ford Escape - GA DOAS statewide contract	Cooperative Agreement	\$20,613	Purchase Order
Wade Ford	Senior Center (\$41,703) and Extension Office (\$35,394)	One each department - 2020 Ford S12 Transit 15-passenger van - GA DOAS statewide contract	Cooperative Agreement	\$77,097	Purchase Order
Alan Jay Automotive Management	Planning & Development - Building Inspectors	2020 Ram 1500 Classic Regular Cab Tradesman	Cooperative Agreement	\$55,796	Purchase Order
Southeastern Engineering	Roads Department	Engineering design, construction documents to address the issues at Shoal Creek Road and SR136 - planning for a roundabout	Professional Exemption	\$67,000	Purchase Order