

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, APRIL 21, 2016  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on April 7, 2016

**G. APPROVAL OF AGENDA**

**H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)**

\*Anyone wishing to speak at the Voting Session on any of the items below must notify the County Clerk five (5) days in advance of the scheduled meeting.

**I. ALCOHOL LICENSE**

**J. ZONING**

- [1.](#) ZA 16-01- Casey and Constance Tatum have made a request to rezone 5 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to RA (Residential Agriculture). The property is located at TMP 076-051.

**K. PUBLIC HEARINGS**

- [1.](#) Electronic Cigarette Ordinance (*1st of 2 hearings. Next hearing will be held on May 5, 2016*)
- [2.](#) Vacant and Burned Structures Ordinance (*1st of 2 hearings. Next hearing will be held on May 5, 2016*)

**L. UNFINISHED BUSINESS**

**M. NEW BUSINESS**

- [1.](#) Consideration of Courthouse Canopy Options
- [2.](#) Consideration of 2016 Arbor Day Proclamation
- [3.](#) Re-Consideration of Bid #265-16 RFP IT Servers- Revised (*Tabled from the April 7, 2016 Voting Session*)

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

- [4.](#) Consideration of request for additional funds for the District Attorney to cover legal expenses associated with murder trial
  - [5.](#) Consideration to move forward with public hearings on May 17, 2016 and May 19, 2016 regarding adoption of the 2016 Land Use District Map
  - [6.](#) Consideration of 2016 Vehicle & Equipment Surplus List
  - [7.](#) Consideration of Geographic Name Recommendation (Logan Creek)
  - [8.](#) Consideration of Etowah Water and Sewer agreement to allow residents of Dawson County to grow crops on property owned by their entity
  - [9.](#) Consideration of Budget Amendment for the Clerk of Court's Office to cover legal settlement
10. Board Appointment:
- a. **Joint Development Authority Board of Dawson County**
    - i. Charlie Auvermann (Term: January 2016 through December 2019)

## **N. ADJOURNMENT**

## **O. PUBLIC COMMENT**

\*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

**Backup material for agenda item:**

Minutes of the Voting Session held on April 7, 2016

**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**VOTING SESSION MINUTES – APRIL 7, 2016**  
**DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM**  
**25 JUSTICE WAY, DAWSONVILLE**  
**6:00PM**

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**ROLL CALL:** Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County.

**OPENING PRESENTATION:**

LifeLink of Georgia National Donate Life Month Proclamation – Ray Turner

Motion passed unanimously to approve the LifeLink of Georgia National Donate Life Proclamation. Fausett/Hamby

**INVOCATION:** Chairman Berg

**PLEDGE OF ALLEGIANCE:** Chairman Berg

**ANNOUNCEMENTS:**

Chairman Berg announced that according to the latest Health Department Bulletin, Dawson County had been ranked #13 out of 159 Georgia counties for overall health.

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on March 17, 2016. Nix/Swafford

**APPROVAL OF THE AGENDA:**

Agenda approved unanimously with the following changes:

- Consideration of LifeLink of Georgia National Donate Life Month Proclamation moved up to the Opening Presentation.
- Consideration to accept sealed proposals from residents of Dawson County to grow crops and provide access to a designated site on property owned by Dawson County was added as Item #10.

Hamby/Swafford

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE HEARING:**

None

**ZONING:**

None



**PUBLIC HEARING:**

None

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

**Consideration of Bid #261-16 RFP Inmate Food Service**

Motion passed unanimously to award Bid #261-16 RFP Inmate Food Service to the most responsive, responsible bidder ABL Management, Inc., out of Baton Rouge, LA, and approve the contract with pricing Option B as submitted. Fausett/Nix

**Consideration of Bid #265-16 RFP IT Servers (Revised)**

Motion passed unanimously to table Bid #265-16 RFP IT Servers (Revised) to the April 21, 2016 Voting Session. Nix/Swafford

**Consideration of Parade & Assembly Permit for 4-H Rabies Clinic to be held on April 16, 2016**

Motion passed unanimously to approve the Parade & Assembly Permit for 4-H Rabies Clinic to be held on April 16, 2016. Swafford/Hamby

**Consideration of SR 52 @ SR 183 Roundabout Lighting Agreement**

Motion passed unanimously to approve the SR 52 @ SR 183 Roundabout Lighting Agreement. Nix/Fausett

**Consideration of Bid #267-16 IFB Cardiac Monitors for Dawson County Emergency Services**

Motion passed unanimously to award Bid #267-16 IFB to the most responsive, responsible bidder, PhysioControl, Inc. in the amount of \$64,524.97; and declare the LifePak 12 cardiac monitors as surplus and approve the trade-in to go towards the purchase of the LifePak 15s. The total expenditure of \$61,421.97 will come from SPLOST VI and the \$3,103.00 for annual maintenance and support to come from the Department's budget. Hamby/Fausett

**Consideration to move forward with public hearings on April 21, 2016 and May 5, 2016 regarding the Electronic Cigarette Ordinance**

Motion passed unanimously to approve to move forward with public hearings on April 21, 2016 and May 5, 2016 regarding the Electronic Cigarette Ordinance. Swafford/Fausett

**Consideration to move forward with public hearings on April 21, 2016 and May 5, 2016 regarding the Vacant and Burned Structures Ordinance**

Motion passed unanimously to approve to move forward with public hearings on April 21, 2016 and May 5, 2016 regarding the Vacant and Burned Structures Ordinance. Fausett/Nix

**Consideration of Etowah Water & Sewer Authority (EWSA) Fire Hydrant Intergovernmental Agreement**

Motion passed 3-1 to approve the Etowah Water & Sewer Authority (EWSA) Fire Hydrant Intergovernmental Agreement with the following changes:

- The cost of initial installation for each hydrant will be \$3,500.00 and not \$5,000.00
- Later installation will be \$4,500.00 and not \$6,000.00
- The term of the contract will be for 5 years, not 25

Hamby/Fausett- Commissioner Swafford voted against the motion

*Consideration to accept sealed proposals from residents of Dawson County to grow crops and provide access to a designated site on property owned by Dawson County*

Motion passed unanimously to accept sealed proposals from residents of Dawson County to grow crops and provide access to designated site on property owned by Dawson County.

Hamby/Swafford

**EXECUTIVE SESSION:**

Motion passed unanimously to go into Executive Session for the purpose of Personnel.

Hamby/Nix

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

**ADJOURNMENT:**

**PUBLIC COMMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Mike Berg, Chairman

\_\_\_\_\_  
Danielle Yarbrough, County Clerk

**Backup material for agenda item:**

1. ZA 16-01- Casey and Constance Tatum have made a request to rezone 5 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to RA (Residential Agriculture). The property is located at TMP 076-051.

## DAWSON COUNTY REZONING APPLICATION

\*\*\*This portion to be completed by Zoning Administrator\*\*\*

ZA 16-01

Tax Map & Parcel # (TMP): 076-051

Submittal Date: 1-8-16 Time: 11:42 am/pm Received by: MM (staff initials)

Fees Assessed: 150.00 Paid: CK # 5700 Commission District: \_\_\_\_\_

Planning Commission Meeting Date: 2-16-16

Board of Commissioners Meeting Date: 3-17-16

### **APPLICANT INFORMATION** (or Authorized Representative)

Printed Name: Casey and Constance Tatum

Address: 2269 Kelly Bridge Road

Phone: Listed [Redacted] Email: ~~Business~~ ctatum@cummingpd.net  
\*Unlisted Personal

Status: [☒] Owner [ ] Authorized Agent [ ] Lessee [ ] Option to purchase

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

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

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

Meeting Date: Phone Call Applicant Signature: Sean West  
Attorney

### **PROPERTY OWNER/PROPERTY INFORMATION**

Name: Casey and Constance Tatum

Street Address of Property being rezoned: 2269 Kelly Bridge Road Dawsonville, GA 30534

Rezoning from: RSRMM to: RA Total acreage being rezoned: 5

Directions to Property: 2269 Kelly Bridge Road

Subdivision Name (if applicable): \_\_\_\_\_ Lot(s) #: \_\_\_\_\_

Current Use of Property: Residential Sub-Rural Manufactured/Moved

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

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

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

If yes, what section? N/A

**SURROUNDING PROPERTY ZONING CLASSIFICATION:**

North RSRMM and CHB and RA South RSRMM East RSRMM West RSRMM and RA

Access to the development will be provided from:

Road Name: Kelly Bridge Road Type of Surface: Paved

**REQUESTED ACTION & DETAILS OF PROPOSED USE**

☒ Rezoning to: RA ☐ Special Use Permit for: \_\_\_\_\_

Proposed Use:  
Residential and Agricultural

Existing Utilities: ☒ Water ☐ Sewer ☐ Gas ☒ Electric

Proposed Utilities: ☐ Water ☐ Sewer ☐ Gas ☐ Electric

**RESIDENTIAL**

No. of Lots: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_ (acres) No. of Units: \_\_\_\_\_

Minimum Heated Floor Area: \_\_\_\_\_ sq. ft. Density/Acre: \_\_\_\_\_

Type: ☐ Apartments ☐ Condominiums ☐ Townhomes ☐ Single-family ☐ Other

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

**COMMERCIAL & INDUSTRIAL**

Building area: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_

## **APPLICANT CERTIFICATION**

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

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

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

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

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

Signature 

Date 11/20/15

Witness 

Date 11/20/15

## **WITHDRAWAL**

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

I hereby withdraw application # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### **Withdrawal of Application:**

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

## PROPERTY OWNER AUTHORIZATION

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

2269 Kelly Bridge Road Dawsonville Ga. 30534

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

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

Printed Name of applicant or agent: Casey Tatum Constance Tatum

Signature of applicant or agent: [Signature] Constance Tatum Date: 11/20/15

\*\*\*\*\*

Printed Name of Owner(s): Casey and Constance Tatum

Signature of Owner(s): [Signature] Constance Tatum Date: 11/20/15

Mailing address: 2269 Kelly Bridge Road

City, State, Zip: Dawsonville, GA. 30534

Telephone Number: 678-247-3969

Listed  
Unlisted

Sworn and subscribed before me

this 20 day of November, 2015

Christina L. Brislin

Notary Public

My Commission Expires: 8/2019



{Notary Seal}

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

ZA 16-01

TMP#: 076-051

### List of Adjacent Property Owners

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

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

	<u>Name</u>	<u>Address</u>
TMP <u>076 061</u>	1. <u>Teja Enterprises, LLC</u>	<u>5325 Brookglen Court Cumming, GA 30040</u>
TMP <u>076 107</u>	2. <u>Murphy, Jane D.</u>	<u>2227 Kelly Bridge Road Dawsonville, GA 30534</u>
TMP <u>076 050</u>	3. <u>Pruitt, Silus</u>	<u>2355 Kelly Bridge Road Dawsonville, GA 30534</u>
TMP <u>076 052</u>	4. <u>Banister, Morris</u>	<u>405 Coltrane Road Dawsonville, GA 30534</u>
TMP <u>076 048</u>	5. <u>Williams, William W. and Barbara</u>	<u>2334 Kelly Bridge Road Dawsonville, 30534</u>
TMP <u>076 053</u>	6. <u>Dameron, Alan</u>	<u>122 Fatigue Farm Drive Dawsonville, GA 30534</u>
TMP <u>076 054 001</u>	7. <u>McKinzie, Gloria</u>	<u>25 Peidmont Drive Cleveland, GA 30528</u>
TMP <u>076 054</u>	8. <u>Clanton, Betty</u>	<u>2260 Kelly Bridge Road Dawsonville, GA 30534</u>
TMP <u>076 111</u>	9. <u>Rhonda Turner</u>	<u>168 White Lily Trail Dawsonville, GA 30534</u>
TMP _____	10. _____	_____
TMP _____	11. _____	_____
TMP _____	12. _____	_____
TMP _____	13. _____	_____
TMP _____	14. _____	_____
TMP _____	15. _____	_____

Use additional sheets if necessary.



**LETTER OF INTENT  
ZONING APPLICATION OF  
Casey and Constance Tatum  
January 8, 2016**

This statement is intended to comply with application procedures established by Dawson County, Georgia to evaluate the new zoning classification based upon factors set forth by Dawson County and is otherwise intended as a letter of intent for the Subject Property.

Casey and Constance Tatum (the "Applicant") intend to utilize their existing five acres to raise goats on the Subject Property. To facilitate this use, the Applicant requests that the subject property be zoned from Residential Sub-Rural Manufactured/Moved (RSRMM) to a Residential Exurban/Agricultural (RA) zoning district, as more fully described in the Application, incorporated herein by this reference (collectively referred to as the "Applicant's Proposal").

The surrounding land use patterns consist of Residential Exurban/Agricultural (RA), C-HB (Highway Business Commercial) & RSRMM (Residential Sub-Rural Manufactured/Moved) – Dawson County, Georgia. The Applicant's Proposal is consistent with the developing trend in the area.

Residential Agricultural/Residential Exurban Districts are areas that are either primarily agricultural in land use with residential or other use incidental to the agricultural use, or areas that are not under intensive development pressures and are in relatively large parcels. The proposed rezoning is in an area not under intensive development pressure and is a relatively large five acre parcel.

Applicant's proposal would not diminish property values by the particular land use classification and the subject property is suitable for the proposed land use classification.

Refusal to grant approval of the Application, as requested by the Applicant, would impose a disproportionate hardship on the Applicant without accruing any benefits to any surrounding property owners. There is no reasonable use of the Subject Property under any other such use and no resulting benefit to the public from designation to any other use.

Any decision that would deny the Application, as requested by the Applicant, would be unconstitutional and illegal in that it would constitute a taking of the Applicant's property rights without first paying fair, adequate and just compensation, in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Fifth and Fourteenth Amendments to the Constitution of the United States, and a denial of due process and equal protection under the Constitution of the State of Georgia, Article I, Section I, Paragraph I, and Article I, Section I, Paragraph II and the Due Process and Equal Protection Clauses of the Fourteenth Amendment of the Constitution of the United States. Any decision that would deny the Application, as requested by the Applicant, would also be a violation of the Constitution of the State of Georgia, Article IX, Section II, Paragraph I, that "counties pass clearly-reasonable ordinances."

By filing this Letter of Intent, the Applicant reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

Accordingly, the Applicant and owners respectfully request that the Applicant's Proposal be granted, as requested by the Applicant. This Letter of Intent and Reservation of Constitutional Rights shall be included with the Application. The Applicant also reserves the right to amend this statement and the Application by supplementing further responses and documents.

# 2015 Property Tax Statement

Linda Townley  
Dawson County Tax Commissioner  
25 Justice Way, Suite 1222  
Dawsonville, GA 30534

Bill No.	Due Date	CURRENT YEAR DUE
2015-13026	12/01/2015	\$0.00

Map: 076 051

Last payment made on: 9/16/2015

Location: 2269 KELLY BRIDGE RD

## MAKE CHECK OR MONEY ORDER PAYABLE TO:

Dawson County Tax Commissioner

TATUM CONSTANCE & CASEY

2269 KELLY BRIDGE RD  
DAWSONVILLE, GA 30534

## RETURN THIS FORM WITH PAYMENT

(1% interest per month will be added if not paid by due date)

Payment deadline for 2015 taxes is December 1, 2015, for property you owned in Dawson County on January 1st 2015. If you sold the property during the year, you are still responsible by state law to insure this bill is paid by forwarding the bill to the NEW OWNER and bringing a copy of your closing statement to our office within 90 days of the due date.

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

Linda Townley  
Dawson County Tax Commissioner  
25 Justice Way, Suite 1222  
Dawsonville, GA 30534



Tax Payer: TATUM CONSTANCE & CASEY

Map Code: 076 051 REAL

Description: LL 1178 1203 1204

Location: 2269 KELLY BRIDGE RD

Bill No.: 2015-13026

District: 001 DAWSON COUNTY  
UNINCORPORATED

Phone: (706) 344-3520 Fax: (706) 344-3522

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
\$56,965.00	\$39,930.00	5.0000	\$96,895.00	12/01/2015		12/01/2015	S1

TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	96,895.00	38,758.00	2,000.00	36,758.00	0.050	1.84		1.84
COUNTY M&O	96,895.00	38,758.00	2,000.00	36,758.00	13.009	478.18		299.13
SALES TAX ROLLBACK			2,000.00	36,758.00	-4.871		-179.05	
SCHOOL M&O	96,895.00	38,758.00	2,000.00	36,758.00	16.496	606.36		606.36
<b>TOTALS</b>					<b>24.684</b>	<b>1,086.38</b>	<b>-179.05</b>	<b>907.33</b>

You can pay your bill by mail or on our website at [www.dawsoncountytax.com](http://www.dawsoncountytax.com). If postmarked after December 1, 2015, interest at a rate of 1% will be added to your bill the day after and every month thereafter until paid. After 90 days a penalty of 10% will be added.  
If bill is marked appealed-temporary the bill is 85% of total bill pending settlement of appeal.  
For your convenience a drop box is located at end of handicapped parking.

Current Due:	\$907.33
Penalty:	\$0.00
Interest:	\$0.00
Other Fees:	\$0.00
Prev. Payments:	\$907.33
Back Taxes:	\$0.00
TOTAL DUE:	\$0.00

**Official Tax Receipt  
Dawson County  
25 Justice Way, Suite 1222  
Dawsonville, GA 30534  
--Online Receipt--**

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
2015 - 13026	076 051 / 001 LL 1178 1203 1204  FMV: \$96,895.00	\$907.33	\$0.00 Fees: \$0.00 \$0.00		\$907.33	\$907.33	\$0.00 Current Due: \$0.00
	<b>Totals:</b>	\$907.33	\$0.00		\$907.33	\$907.33	\$0.00

Paid Date: 9/16/2015

Charge Amt: \$907.33

TATUM CONSTANCE & CASEY  
2269 KELLY BRIDGE RD

DAWSONVILLE, GA 30534







## v.2 DCAR GIS PORTAL



 County

 City

 Parcel

SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 430,268 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A NIKON TOPCON.

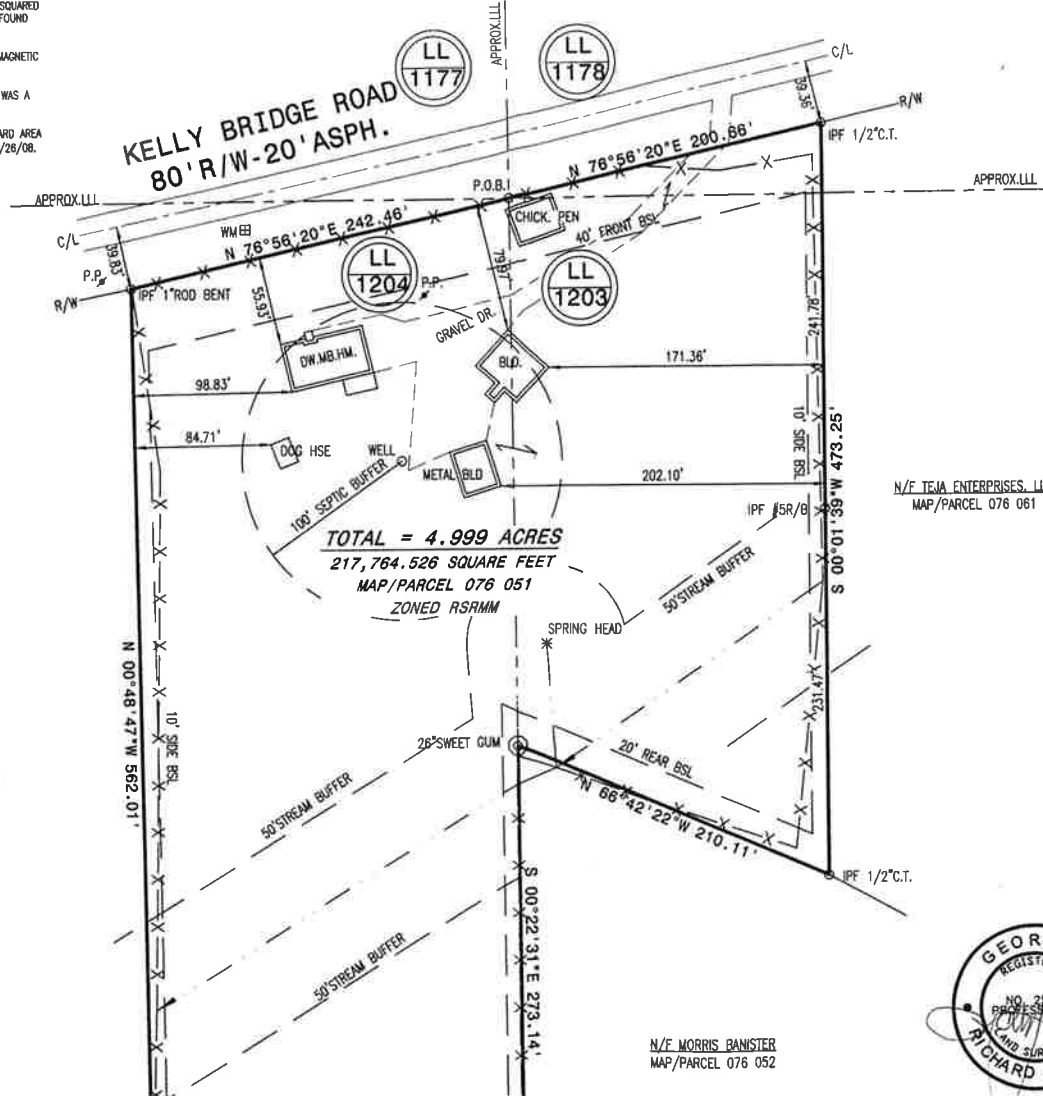
THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13085C02006, DATED 09/26/08.

TECHNICAL STANDARDS OF GEORGIA AS SET FORTH IN RULES OF GEORGIA BOARD OF PROFESSIONAL ENGINEERS AS SET FORTH IN GEORGIA 15-6-67, AUTHORITY OF 43-15-4, 43-15-6, 43

CES:

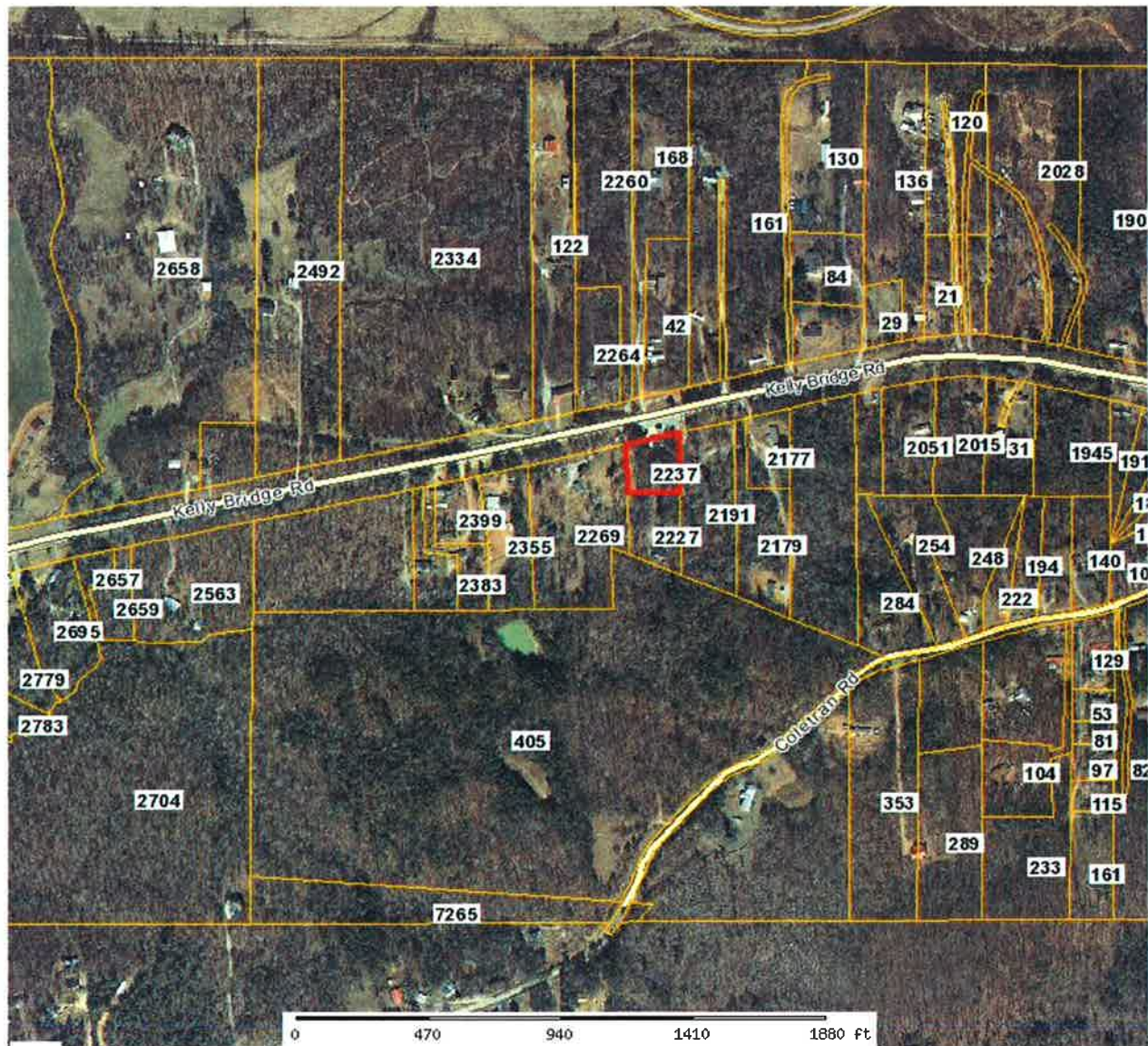
1 PAGE 95.  
1 PAGE 53.  
1 PAGE 189.  
1 PAGE 780.  
WILLIAM C. RY ROLLINS BY WILLIAM C.  
5/6/81.

N/E SILUS PRUITT  
MAP/PARCEL 076 050



ATUM  
RD  
334





Dawson County Assessor

Parcel: 076 061 Acres: 1

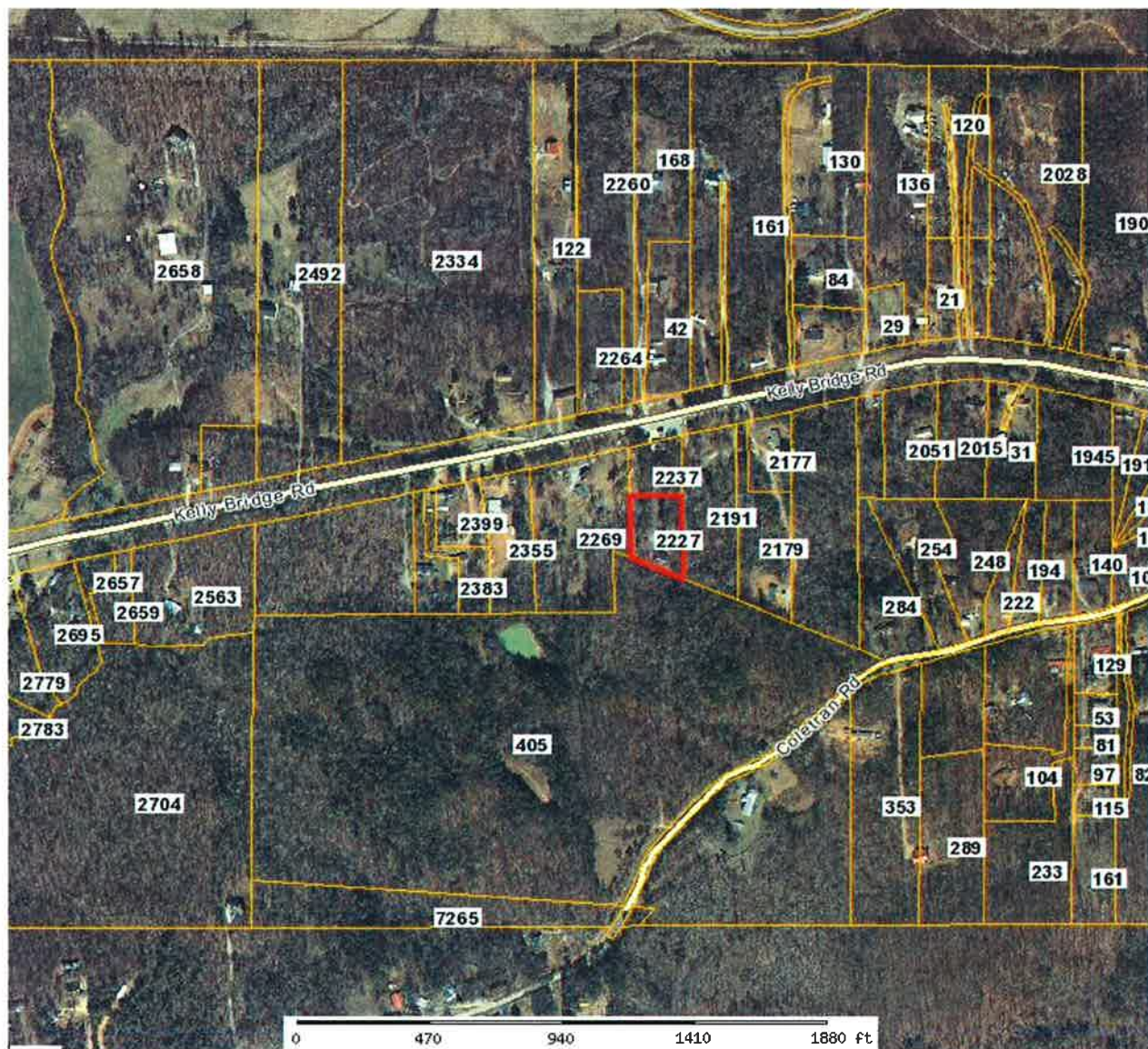
Name:	TEJA ENTERPRISES LLC	Land Value	\$40,000.00
Site:	2237 KELLY BRIDGE RD	Building Value	\$70,000.00
Sale:	\$110,500 on 05-2011 Reason=CS Qual=Q	Misc Value	\$10,000.00
Mail:	5325 BROOKGLEN COURT CUMMING, GA 30040	Total Value:	\$120,000.00



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

Date printed: 01/15/16 : 16:09:55





Dawson County Assessor			
Parcel: 076 107 Acres: 1			
Name:	MURPHY JANE D	Land Value	\$11,418.00
Site:	2227 KELLY BRIDGE RD	Building Value	\$37,761.00
Sale:	\$102,000 on 01-2003 Reason=MH Qual=Q	Misc Value	\$2,500.00
Mail:	2227 KELLY BRIDGE RD DAWSONVILLE, GA 30534	Total Value:	\$51,679.00



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Date printed: 01/15/16 : 16:10:13





Dawson County Assessor

Parcel: 076 052 Acres: 51.84

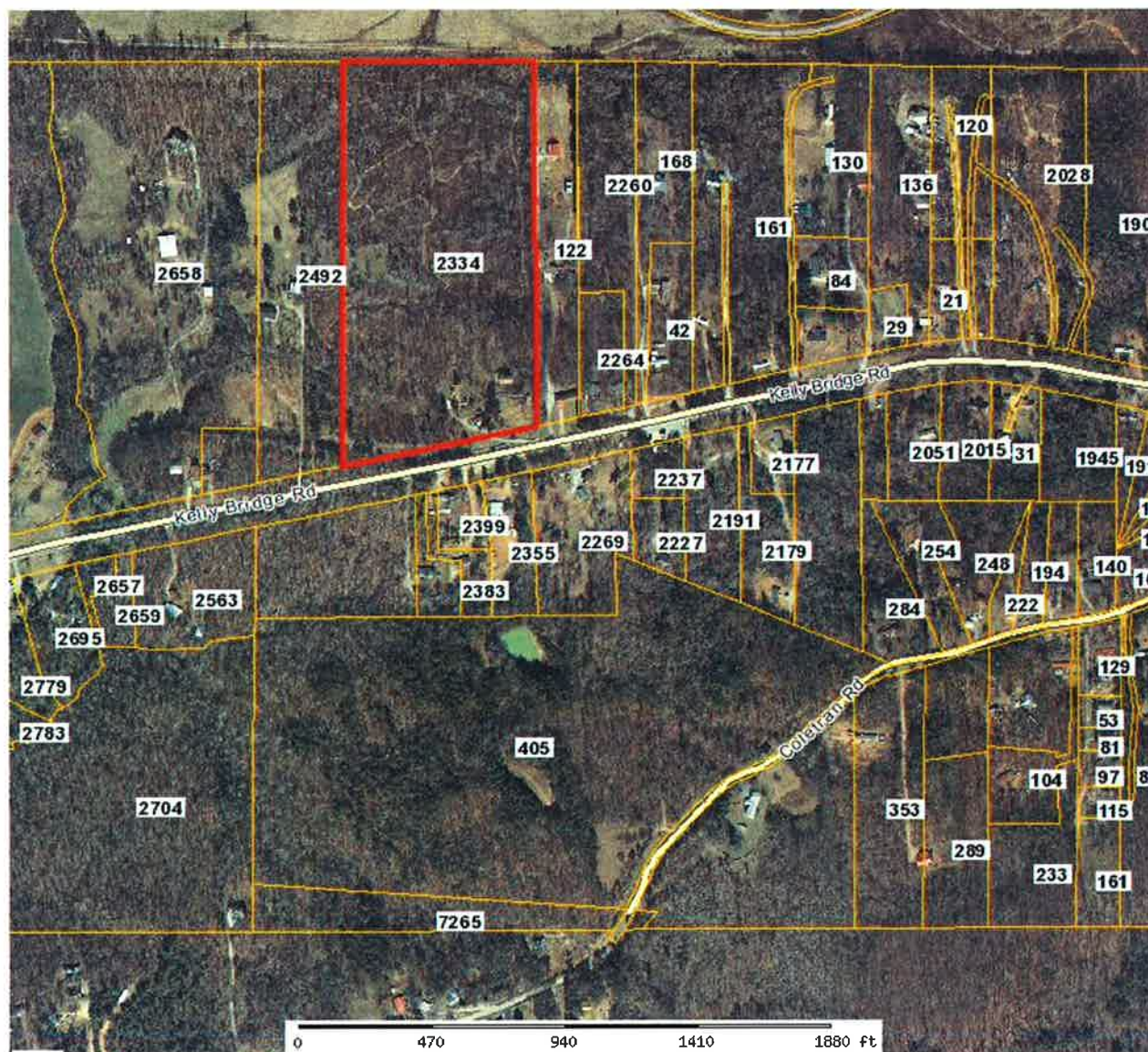
Name:	BANISTER MORRIS	Land Value	\$408,240.00
Site:	405 COLTRANE RD	Building Value	\$74,621.00
Sale:	\$1,000 on 11-1939 Reason=FM Qual=Q	Misc Value	\$3,000.00
Mail:	405 COLTRANE RD DAWSONVILLE, GA 30534	Total Value:	\$485,861.00



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Date printed: 01/15/16 : 16:10:29





Dawson County Assessor			
Parcel: 076 048 Acres: 26.61			
Name:	WILLIAMS WILLIAM W &	Land Value	\$184,407.00
Site:	2334 KELLY BRIDGE RD	Building Value	\$72,631.00
Sale:	\$300,000 on 07-1998 Reason=MI Qual=Q	Misc Value	\$17,230.00
Mail:	BARBARA	Total Value:	\$274,268.00
	2334 KELLY BRIDGE RD		
	DAWSONVILLE, GA 305345111		



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

Date printed: 01/15/16 : 16:10:45





Dawson County Assessor

Parcel: 076 053 Acres: 5

Name:	DAMERON ALAN	Land Value	\$39,930.00
Site:	122 FATIGUE FARM DRIVE	Building Value	\$94,516.00
Sale:	\$6,000 on 03-1982 Reason=FM Qual=Q	Misc Value	\$49,243.00
Mail:	122 FATIGUE FARM DR DAWSONVILLE, GA 30534	Total Value:	\$183,689.00



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Date printed: 01/15/16 : 16:11:00





Dawson County Assessor

Parcel: 076 054 001 Acres: 1

Name:	MCKINZIE GLORIA	Land Value	\$11,418.00
Site:	2264 KELLY BRIDGE RD	Building Value	\$5,781.00
Sale:		Misc Value	\$2,500.00
Mail:	25 PEIDMONT DRIVE CLEVELAND, GA 30528	Total Value:	\$19,699.00



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Date printed: 01/15/16 : 16:11:16





Dawson County Assessor

Parcel: 076 054 Acres: 4

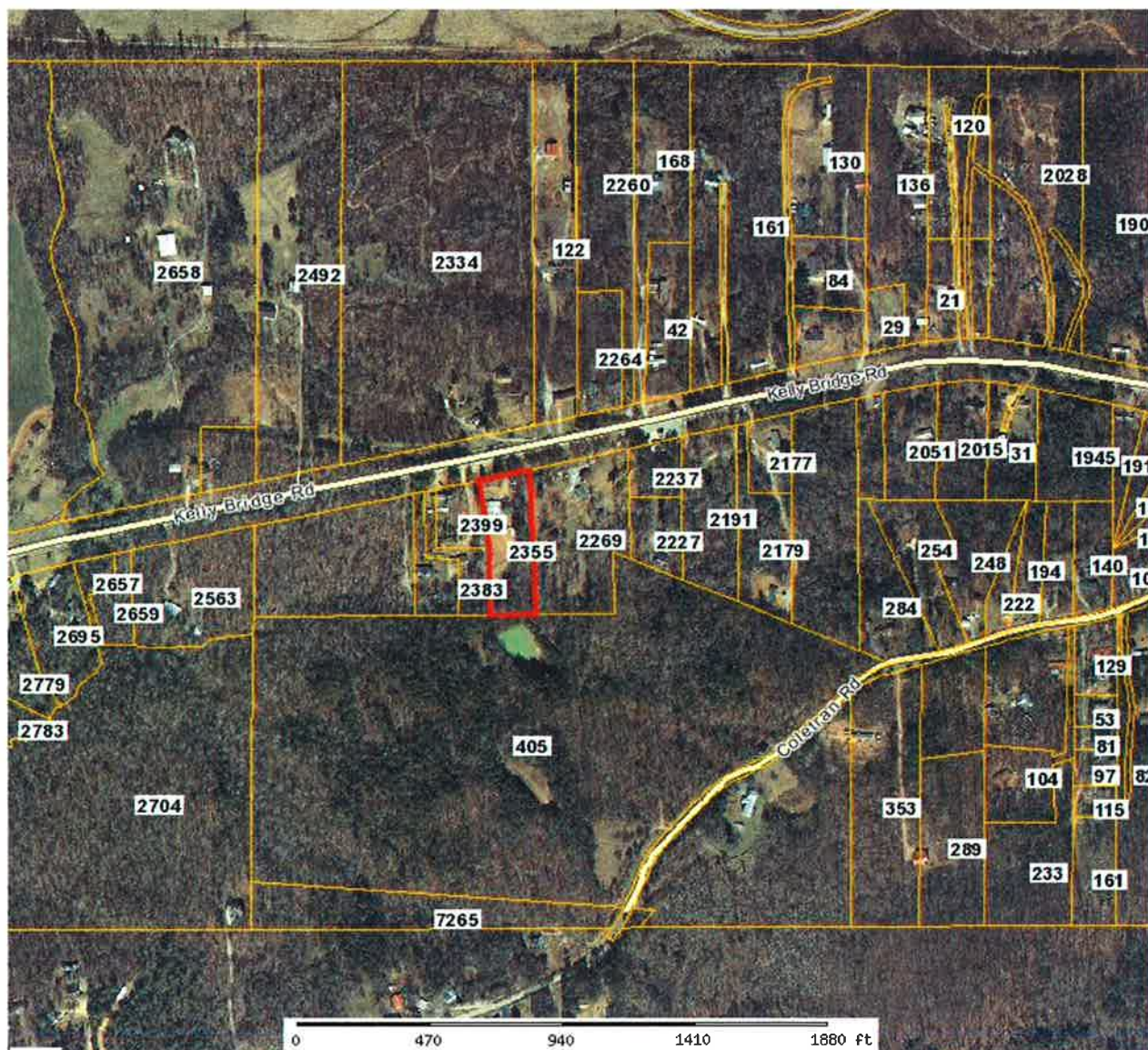
Name:	CLANTON BETTY	Land Value	\$35,376.00
Site:	2260 KELLY BRIDGE RD	Building Value	\$11,028.00
Sale:	\$75,000 on 10-1994 Reason=FM Qual=Q	Misc Value	\$2,500.00
Mail:	2260 KELLY BRIDGE ROAD DAWSONVILLE, GA 30534	Total Value:	\$48,904.00



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

Date printed: 01/15/16 : 16:11:29





# Dawson County Assessor

Parcel: 076 050 Acres: 2

Name:	PRUITT SILUS	Land Value	\$21,120.00
Site:	2355 KELLY BRIDGE RD	Building Value	\$20,431.00
Sale:	\$5,000 on 04-1981 Reason=FM Qual=Q	Misc Value	\$3,025.00
Mail:	2355 KELLY BRIDGE RD	Total Value:	\$44,576.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS—THIS IS NOT A SURVEY—  
Date printed: 01/15/16 : 16:09:38

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## DAWSON COUNTY PLANNING COMMISSION MEMORANDUM

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**DATE:** March 7, 2016

**TO:** DAWSON COUNTY PLANNING COMMISSION

**FROM:** RACHEL BURTON, PLANNING AND DEVELOPMENT DIRECTOR

**MEETING:** MARCH 15, 2016 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER,  
ASSEMBLY ROOM 2303

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**CASE #:** ZA 16-01

**APPLICANT:** Casey & Constance Tatum

**STATUS OF APPLICANT:** Owner

**SITE LOCATION:** 2269 Kelly Bridge Road (TMP 076-051)

**COMMISSION POST:** 4

**REQUESTED ACTION:** to rezone 5 acres from RSRMM (Residential Sub-Rural  
Manufactured/Moved) to RA (Residential Agriculture)

**PROPOSED USES:** Residential Farm

**SURROUNDING ZONING  
DISTRICTS:** North – C-HB (Commercial Highway Business) & RSRMM (Residential  
Sub-Rural Manufactured/Moved)  
South – RSRMM (Residential Sub-Rural Manufactured/Moved)  
East – RSRMM (Residential Sub-Rural Manufactured/Moved)  
West - RSRMM (Residential Sub-Rural Manufactured/Moved)

**SURROUNDING LAND USES:** North – Occupied Residential Property  
South – Occupied Residential Property  
East – Vacant Commercial Business  
West – Occupied Residential Property

**FLUP CLASSIFICATION:** Rural Residential

**SUBJECT PROPERTY  
HISTORY:** No Rezoning History

**ACCESS:** Highway 9 South

**ANALYSIS AND COMMENTS:**

The subject property consists of approximately 5 acres (TMP 076-051). The subject property is currently zoned RSRMM. Adjacent properties are zoned residential sub-rural manufactured/moved and commercial highway business. The 2033 Comprehensive Plan Future Land Use Map recommends the property be Rural Residential. Currently there is a single family residence and three accessory structures on site.



The applicant has notified Dawson County in the letter of intent that she intends to rezone this property to allow for the raising of goats.

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

**A. The existing uses and classification of nearby property.**

The adjacent properties surrounding the subject property are zoned C-HB and RSRMM with single family residences.

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

The Future Land Use Plan (FLUP) currently recognizes Rural Residential for the subject property. The proposed rezoning does align with the FLUP.

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

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

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

The property would have a less intense zoning classification.

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

The subject property is suitable for the proposed rezoning to RA.

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

The subject property currently has a single family residence.

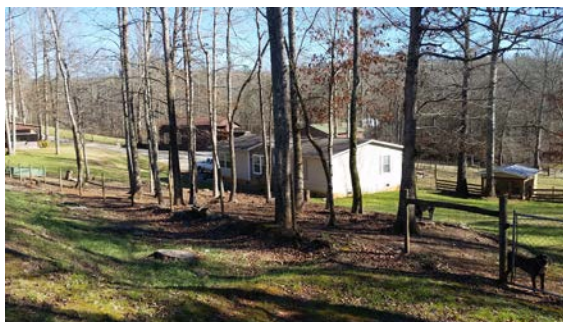
**G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.**

There are no known unique facts at this time for the property.

**Photographs:**



Zoning sign on subject property.



Current residence and accessory structures on subject property

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

- a) **Engineering Department** – No comments necessary.
- b) **Environmental Health Department** – No comments at this time.
- c) **Emergency Services** – No comments necessary.
- d) **Etowah Water & Sewer Authority** – No comments at this time.
- e) **Dawson County Sheriff's Office** – No comments necessary.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – No comments necessary.

**Recommendation:**

Staff has reviewed the application for rezoning from RSRMM to RA. Based on the information provided and the surrounding uses staff recommends **APPROVAL** of the rezoning request as applied. The current Future Land Use Plan does align with the proposed R-A zoning request.

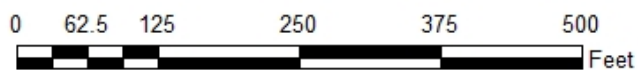
cc: Dawson County Board of Commissioners  
Joey Homans, County Attorney  
Danielle Yarborough, County Clerk

Attachments: Maps





Legend  
 [White Box] Road  
 [Black Line] Contour line  
 [Green Line] 2 Contour interval  
 [Grey Box] Contour line



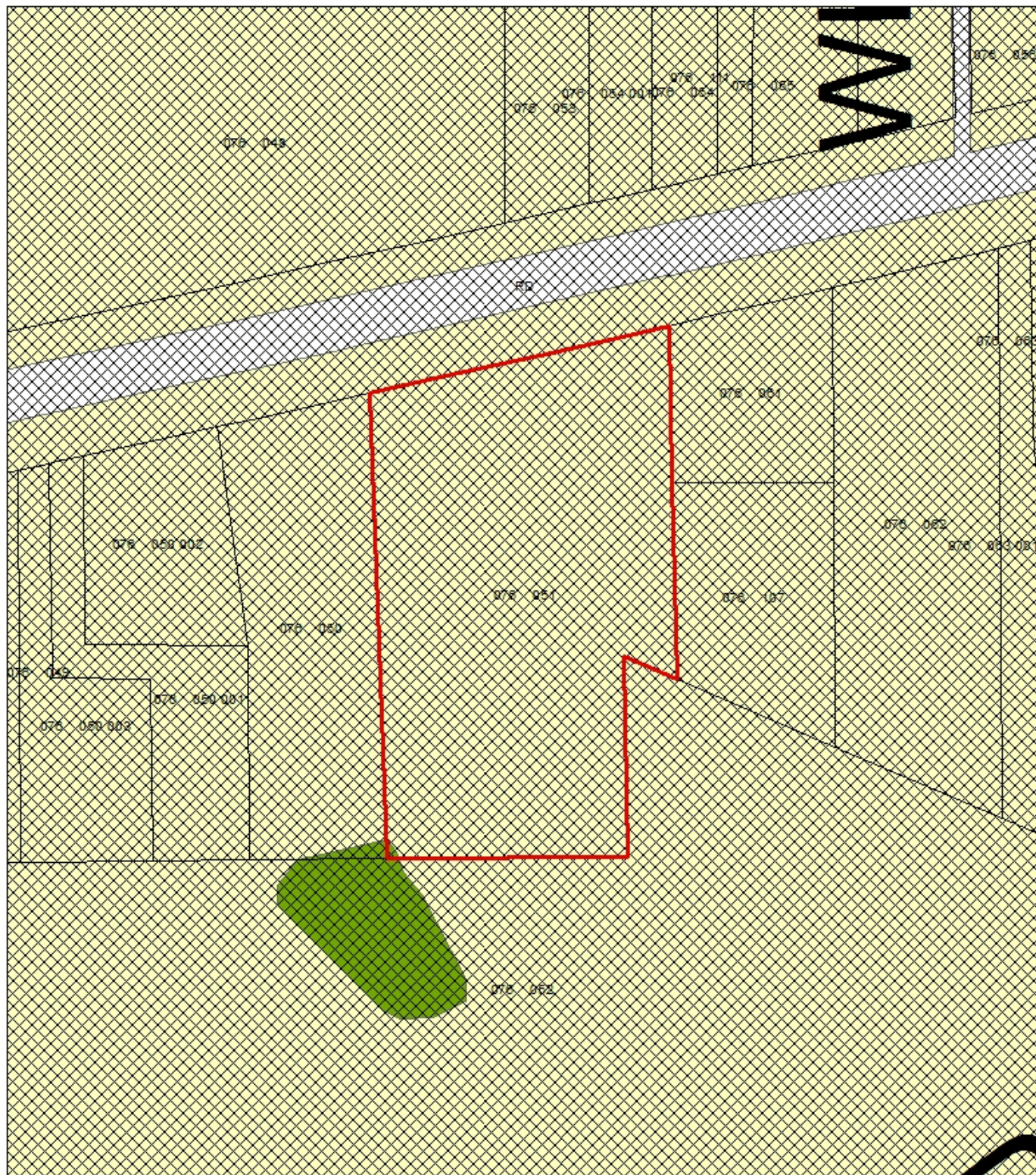
**ZA 16-01**  
**Aerial w/Topo**





## 32





## ZA 16-01 Future Land Use



**Backup material for agenda item:**

1. Electronic Cigarette Ordinance (*1st of 2 hearings. Next hearing will be held on May 5, 2016*)

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

**AMENDING THE DAWSON COUNTY CODE TO REGULATE SMOKING AND THE  
USE OF ELECTRONIC CIGARETTES ON PROPERTY OWNED, LEASED, OR  
OPERATED BY DAWSON COUNTY; TO PROVIDE FOR SEVERABILITY; TO  
REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dawson County approved an ordinance providing regulations for the Parks and Recreation Department on August 20, 2009; and

**WHEREAS**, O.C.G.A. § 31-12A-1, et. seq. governs smoking tobacco products within enclosed facilities of the County; and

**WHEREAS**, the Board of Commissioners deems appropriate updating rules and regulations for smoking and the use of electronic cigarettes within County buildings and at park and recreation areas.

**NOW, THEREFORE**, the Board of Commissioners adopts this ordinance as follows:

**Section 1. Amending Section 38-44 (Section XXIV of the Ordinance) and other Sections of the Dawson County Code**

No person shall smoke tobacco products or use electronic cigarettes or vape products on property owned, leased, or operated by Dawson County.

**Section 2. No Other Sections Affected**

Except as specifically amended herein, the balance of the Dawson County Code and the ordinance of the Board of Commissioners of Dawson County enacting and enforcing rules and regulations of the park and recreation areas of Dawson County remain unchanged.

**Section 3. Severability**

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

Commissioners is to provide for separable and divisible parts, and the Dawson County Board of Commissioners hereby adopts any and all parts hereof as may not be held invalid for any reason.

**Section 4. Repealer**

All resolutions or ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed.

Approved, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DAWSON COUNTY**

**ATTEST**

By: \_\_\_\_\_  
Mike Berg, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
Danielle Yarborough,  
County Clerk

VOTE: Yes \_\_\_\_\_

No \_\_\_\_\_

Dates of Public Hearings:

Dates of Advertising:



**Backup material for agenda item:**

2. Vacant and Burned Structures Ordinance (*1st of 2 hearings. Next hearing will be held on May 5, 2016*)

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

**TO PROVIDE FOR MAINTENANCE OF VACANT COMMERCIAL STRUCTURES  
AND STRUCTURES THAT HAVE BURNED; TO PROVIDE FOR ENFORCEMENT; TO  
PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL  
CONFLICTING ORDINANCES AND RESOLUTIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dawson County deems appropriate establishing minimum maintenance requirements and standards for vacant commercial structures and structures that have burned to promote and protect the public health, safety, convenience, order and general welfare.

**NOW, THEREFORE**, the Board of Commissioners of Dawson County adopts this ordinance as follows:

**Section 1. Title.**

The title of this ordinance shall be the Dawson County Property Maintenance Ordinance.

**Section 2. Scope.**

This ordinance shall apply to vacant commercial structures and when any building or structure has partially burned and only to structures that become vacant or burn after the effective date of this ordinance and shall constitute the minimum standards.

**Section 3. Definitions.**

Unless otherwise noted, terms not defined herein shall have the meaning defined in the Land Use Resolution, the Subdivision Regulations, or in the absence of such definition, words shall have the common dictionary definition. The words "premises," and "building" shall be construed as if followed by the words "or any part thereof". The following definitions shall apply in the interpretation and enforcement of this ordinance:

*Maintenance.* The act of keeping property and structures in proper condition to prevent the decline or failure.

*Owner.* Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded with the State of Georgia or Dawson County as holding title to the property; or otherwise having control of the property including a fiduciary appointed for any person and the executor or administrator of an estate if ordered to take possession of real property by a court.

*Premises.* A lot, plot or parcel of land including any structures thereon.

*Property.* Any improved real property, or portion thereof, situated in unincorporated Dawson County including the buildings or structures located on the real property.

*Rubbish.* Discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass, crockery, and similar materials.

*Securing.* Measures directed by the Director of the Department of Planning and Development or the Director's designee that render the property inaccessible to unauthorized persons including, but not limited to, repairing fences and walls, chaining or padlocking gates, repairing doors, windows or other openings.

*Trash.* Combustible and noncombustible waste material, except garbage, including paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, grass trimmings, cans, metals, bricks, lumber, concrete, mineral matter, glass, crockery, and the residue from the burning wood, coal, coke or other combustible material.

#### **Section 4. Vacant Structures.**

A commercial building or commercial structure that is not occupied for ninety (90) days shall be deemed a vacant commercial structure and shall be maintained in good repair and comply with applicable laws, codes, and ordinances. Any vacant structure shall conform to the following minimum standards:

- (1) a placard 24 inches by 24 inches with a red background, white reflective stripes and a white reflective border shall be placed on the front of the vacant structure and shall be visible from the street. An "X" within the placard shall signify significant structural deficiencies within the building, which will limit firefighting to exterior operations only with entry occurring only for known life hazards;
- (2) all doors and windows and other openings shall be weather-tight and secured against entry by the general public and animals. The vacant structure shall be secured using conventional methods used in the original construction;
- (3) all roof and roof flashings shall be sound and tight so that no rain or other precipitation shall penetrate the structure and shall allow for appropriate drainage so as to prevent deterioration of the interior walls or other interior portions of the structure;
- (4) the structure and all plumbing therein shall be maintained in good repair and be structurally sound; the structure shall be free from rubbish, garbage and other debris;
- (5) supporting members of the structure shall be capable of bearing both live and dead loads and the foundation walls likewise shall be capable of supporting an appropriate load;
- (6) the exterior of the structure shall be free of loose and rotten materials as well as holes. Any exposed metal, wood or other surface shall be protected

from the elements by appropriate weather coating materials (paint or similar treatment);

- (7) all balconies, canopies, signs, metal awnings, stairways, fire escapes or other overhanging extensions shall be in good repair and appropriately anchored. The exposed metal and wood surface of overhanging extensions shall also be protected from the elements against rust or decay by appropriate application of paint or similar weather coating;
- (8) any accessories or appurtenant structures including, but not limited to, garages, sheds or other storage facilities shall meet the standards set forth herein; and
- (9) retaining walls, drainage systems, or other structures shall be maintained in good repair and shall be structurally sound. Any existing fence shall be maintained in good repair with gates locked at all times.

#### **Section 5. Burned Structures.**

If any building or structure is partially burned, then the owner or person in control shall within thirty days after completion of the investigation of the scene by the Fire Department and law enforcement and/or the insurer of the property remove from the premises all refuse, debris, and all charred and partially burned lumber and material. If the building or structure shall be burned to an extent that the building or structure cannot be repaired, then the owner or person in control shall within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or the insurer of the property remove from the premises the remaining portion of the building or structure. If the building or structure is to be repaired, then a permit shall be obtained and work shall begin within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or insurer of the property.

#### **Section 6. Enforcement.**

- (a) This ordinance shall be enforced by the Dawson County Marshal's Office or the Director of the Dawson County Department of Planning and Development or the duly authorized representatives of either office as may be applicable.

#### **Section 7. Penalties.**

- (a) *Fine and/or Sentence.* Any person convicted of violating any provision of this ordinance shall be punished by a fine of not less than \$250.00 per day and not to exceed \$1,000.00 per day. Each day that a violation continues after due notice has been provided shall be deemed a separate offense.

- (b) *Powers of the court.* The court may order a violation corrected in compliance with this ordinance and may require payment of restitution.
- (c) *Other legal remedies.* In any case in which a violation of this ordinance occurs, the county, in addition to other remedies allowed by law, may petition for a restraining order, injunction, abatement, or take other appropriate legal action to prevent, restrain, or abate the unlawful use or activity.

#### **Section 8. No liability-County.**

No officer, agent, or employee of Dawson County shall be personally liable for any damage that may accrue to persons or property resulting from any act required or permitted when discharging duties pursuant to this ordinance.

#### **Section 9. Severability**

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

#### **Section 10. Repealer**

All resolutions or ordinances or parts thereof in conflict with the terms of this ordinance are hereby repealed.

Approved, this \_\_\_\_ day of \_\_\_\_\_, 2016.

SIGNATURES ON THE FOLLOWING PAGE



**DAWSON COUNTY**

**ATTEST**

By: \_\_\_\_\_  
Mike Berg, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
Danielle Yarborough,  
County Clerk

VOTE:      Yes \_\_\_\_\_

             No \_\_\_\_\_

Dates of Public Hearings:

Dates of Advertising:

**Backup material for agenda item:**

1. Consideration of Courthouse Canopy Options



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Administration

Presenter: Randall Dowling

Submitted By: Ginny Tarver

Date Submitted: 04/06/2016

Item of Business/Agenda Title: Courthouse Canopy Options

**Attach an Executive Summary fully describing all elements of the item of business. X (Attached)**

## THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR X Commission Action Needed.**

Is there a deadline on this item? If so, Explain: no

Purpose of Request: Board requested a canopy to be constructed in front of the Courthouse connecting the front door to the handicapped parking spaces including a vehicle drop-off area. Rosser, the original architect firm for the courthouse, has prepared 3 canopy options for the Board's consideration. Rosser will email the 3 concepts with different views and cost estimates on Monday April 11 and that email will be distributed to all commissioners.

Department Recommendation: Staff recommends the Board review and consider the 3 canopy options as prepared by the original architect firm, Rosser, and vote to approve 1 of the 3 options, with or without modifications, at the April 21 voting session.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

**X No**

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

**X Yes** Explanation/ Additional Information: Amount requested is \$200,000. The amount budgeted is \$200,000 funded by SPLOST V. \$12,010 has already been committed to fund Rosser's design fees.

☐ No

Amount Requested: \$200,000

Amount Budgeted: \$200,000

Fund Name and Account Number: SPLOST V

Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson Date: 4-8-16

County Manager Authorization: Randall Dowling Work Session Date: 4-14-16



Comments: \_\_\_\_\_

\_\_\_\_\_

Attachments: Yes



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Courthouse Canopy Options

**DATE:** April 6, 2016

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** Work Session - April 14, 2016

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**PURPOSE:** Board requested a canopy to be constructed in front of the Courthouse from the front door to the handicapped parking spaces including a drop-off area. Rosser, the original architect firm, has prepared 3 canopy options for the Board's consideration.

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**HISTORY:** Due to citizen complaints, the Board requested staff to prepare canopy options.

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**FACTS AND ISSUES:** Staff contacted original architect firm, Rosser. Rosser has prepared 3 options for the Board's consideration. P.J. Docka, from Rosser, will attend the April 14, 2016 meeting to present the 3 options and answer any questions. The 3 options with different views and cost estimates will be emailed to the county from Rosser on Monday April 11, 2016 and that email will be send to all Board members at that time.

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**OPTIONS:** Three options: (1) Vote to approve one of the 3 options as presented (2) Vote to approve one of the 3 options as presented with modifications (3) Vote to approve nothing at all. Upon the Board's vote to approve, Rosser will proceed with preparing bid specifications so the County can bid out and hire a contractor to construct the selected canopy.

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**RECOMMENDED SAMPLE MOTION:** Motion to approve one of the three canopy options presented, with or without modifications, so that the project can proceed.

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**DEPARTMENT:** Administration

Prepared by: Ginny Tarver

Director: Randall Dowling

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# Dawson County Government Center





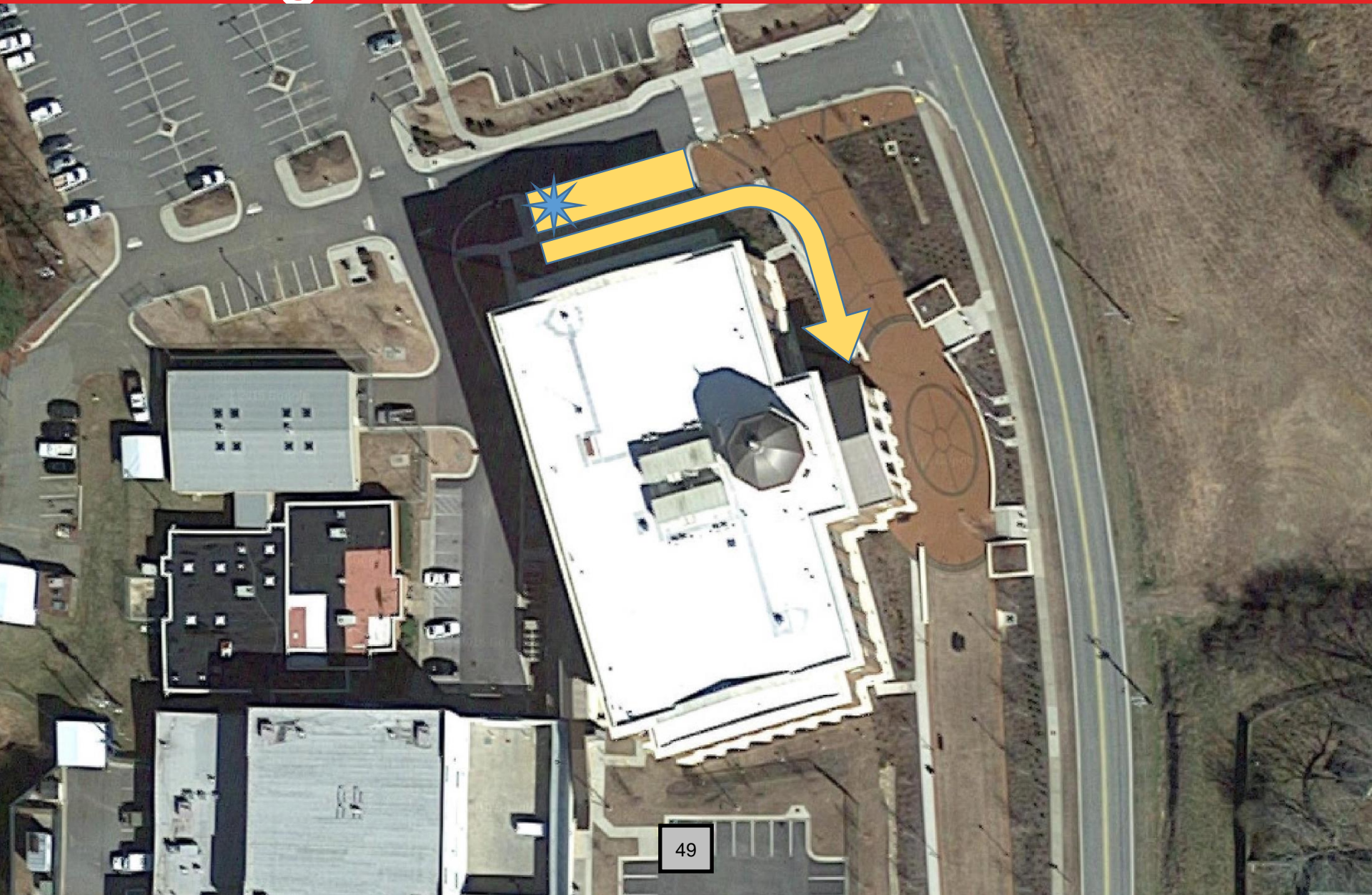
# Downtown Site Plan



48



# Building Site Plan





# Dawson County Government Center





# Existing





# Option 1





# Option 1





# Option 1





# Option 2



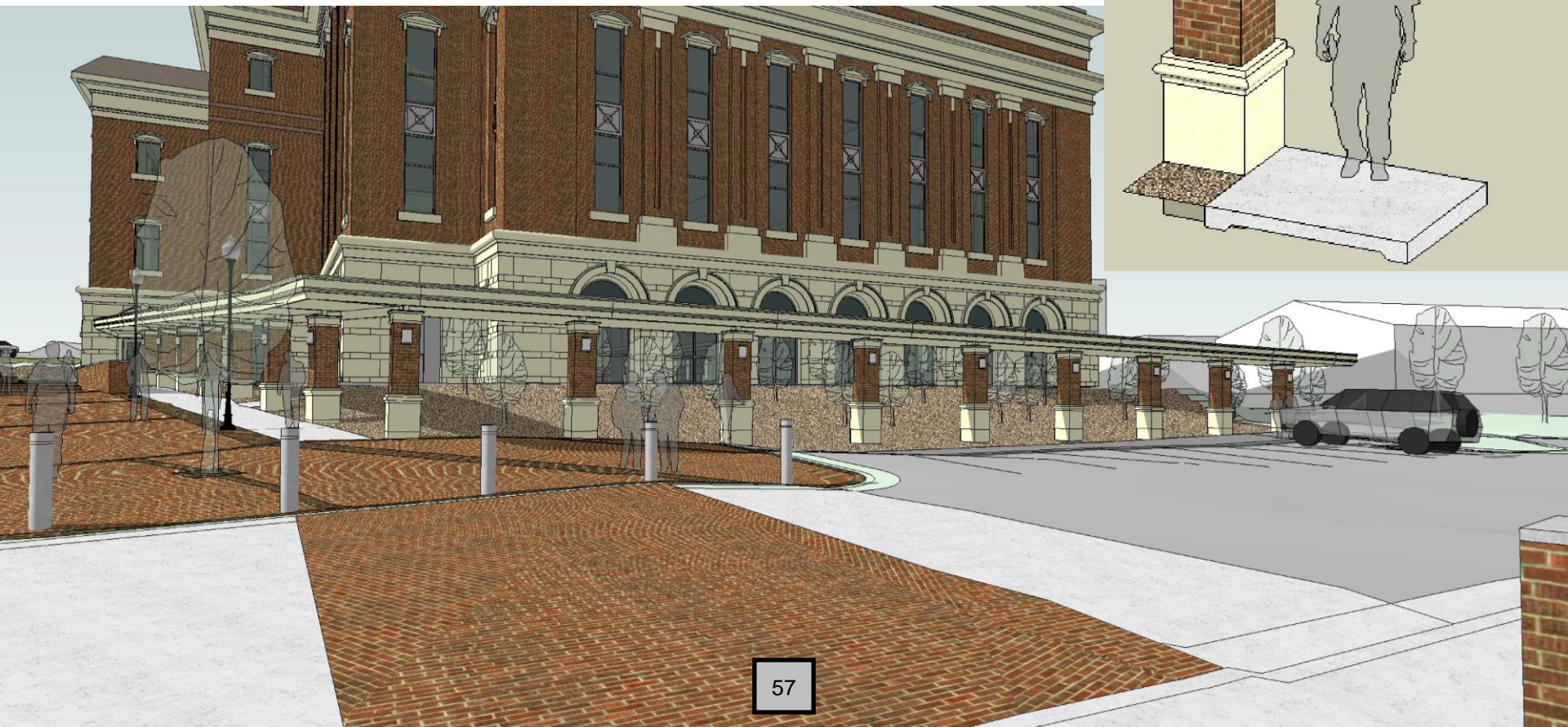


# Option 2



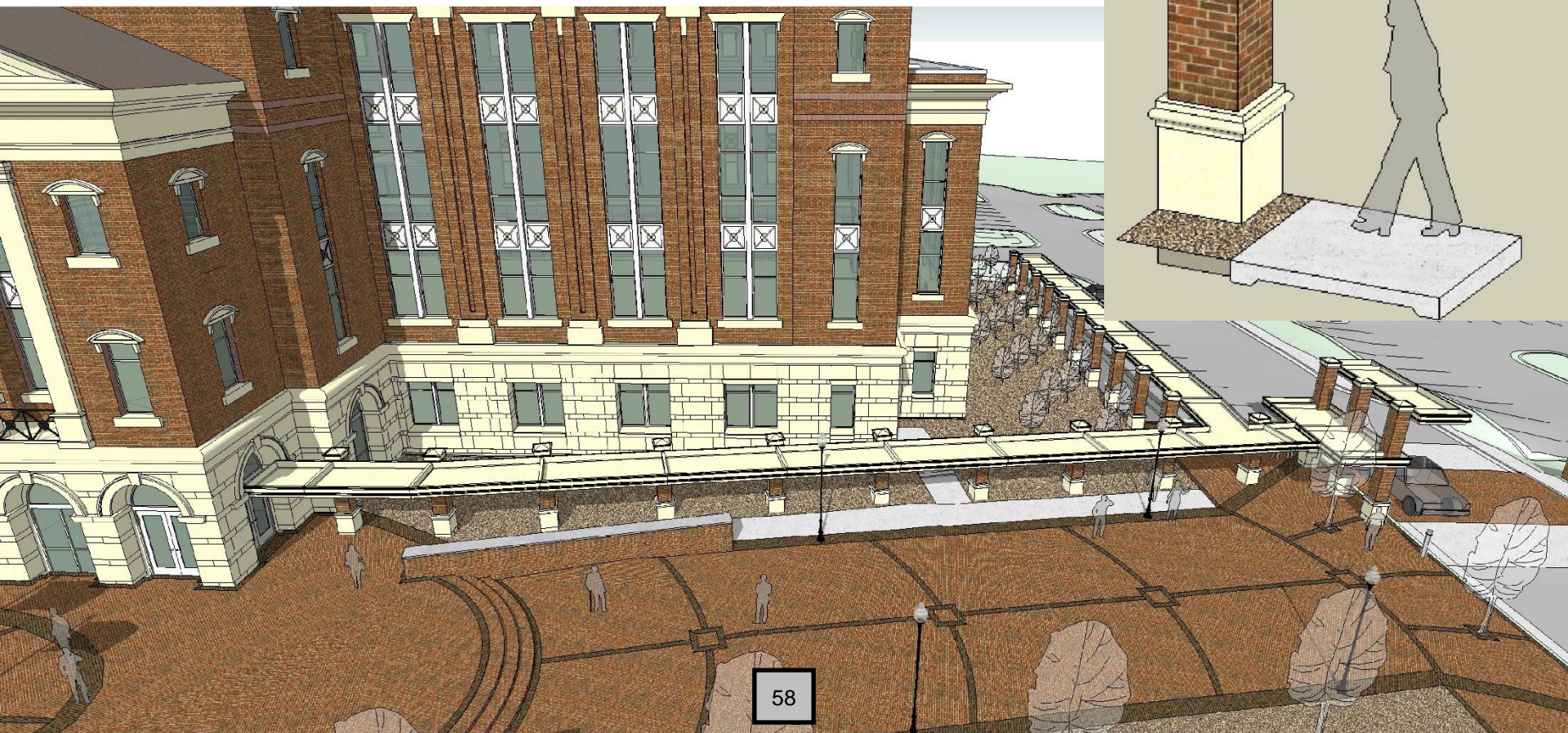


# Option 2





# Option 3





# Option 3



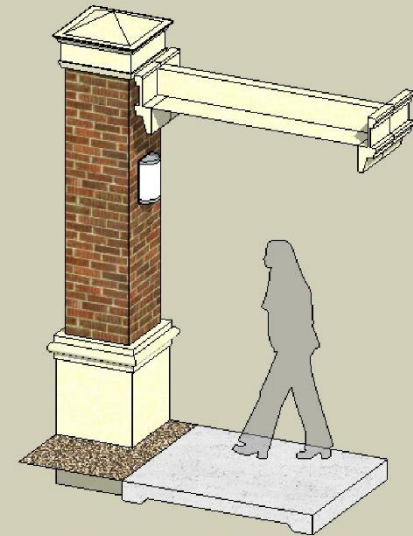
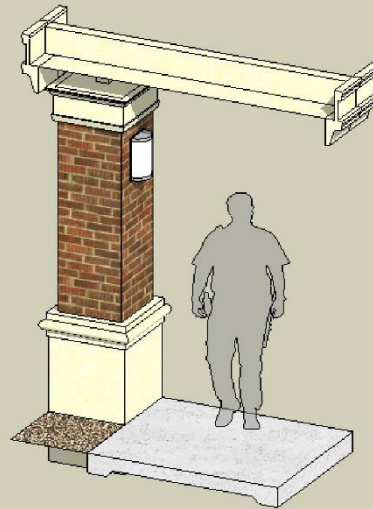
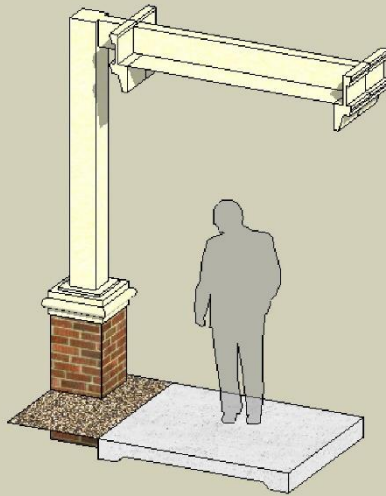


# Option 3





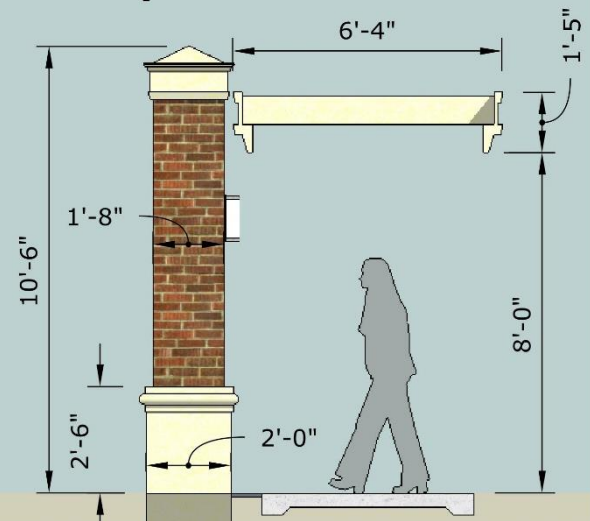
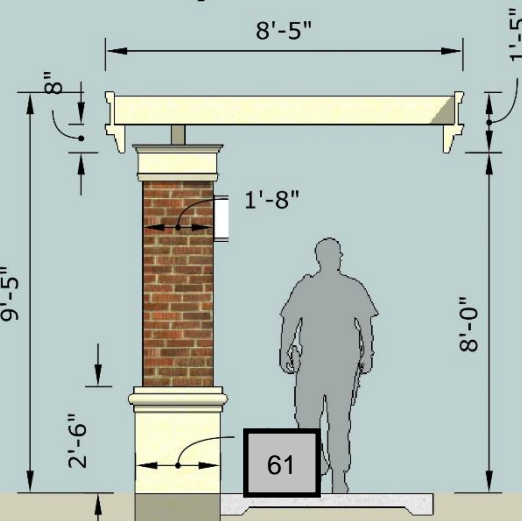
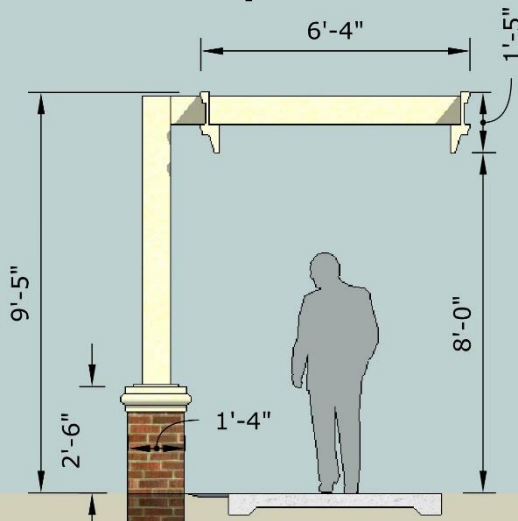
# Section Detail



**Option 1**

**Option 2**

**Option 3**



# View Along H/C Parking

Option 1



Option 2



Option 3



# Cost

Description	Unit	Base Option		Option 1		Option 2		Option 3	
	Cost	#	Cost	#	Cost	#	Cost	#	Cost
Structural									
Foundation	\$1,000	19	\$19,000	19	\$19,000	19	\$19,000	19	\$19,000
Structure	\$3,500	19	\$66,500	19	\$66,500	19	\$66,500	19	\$66,500
Veneer									
Precast Base Cap	\$160		\$0	19	\$3,040	19	\$3,040	19	\$3,040
Precast Base	\$800		\$0		\$0	19	\$15,200	19	\$15,200
LWCS Capitol	\$350		\$0		\$0	19	\$6,650	19	\$6,650
LWCS Fascia	\$42		\$0	500	\$21,000	500	\$21,000	500	\$21,000
Brick	\$42		\$0	190	\$7,980	608	\$25,536	855	\$35,910
Subtotal			\$85,500		\$117,520		\$156,926		\$167,300
Options									
Canopy Lighting			\$0		\$0		\$6,350		\$6,350
Lights	\$550		\$0		\$0	9	\$4,950	9	\$4,950
Electrical J-Box	\$25		\$0		\$0	9	\$225	9	\$225
1/2" Conduit	\$1.3		\$0		\$0	300	\$400	300	\$400
#12 THHN Wire	\$0.5		\$0		\$0	600	\$275	600	\$275
Misc. Equip	\$500		\$0		\$0	1	\$500	1	\$500
Drop Off			\$0		\$0		\$0		\$51,540
Foundation	\$1,200		\$0		\$0		\$0	4	\$4,800
Structure	\$5,000		\$0		\$0		\$0	4	\$20,000
Precast Base Cap	\$160		\$0		\$0		\$0	4	\$640
Precast Base	\$800		\$0		\$0		\$0	4	\$3,200
LWCS Capitol	\$350		\$0		\$0		\$0	4	\$1,400
LWCS Fascia	\$42		\$0		\$0		\$0	150	\$6,300
Brick	\$40		\$0		\$0		\$0	380	\$15,200
Option Sub-Total	\$0		\$85,500		\$117,520		\$163,276		\$225,190
Contingency	20%		\$17,100		\$23,504		\$32,655		\$45,038
Estimated Grand Total			\$102,600	63	\$141,024		\$195,931		\$270,228



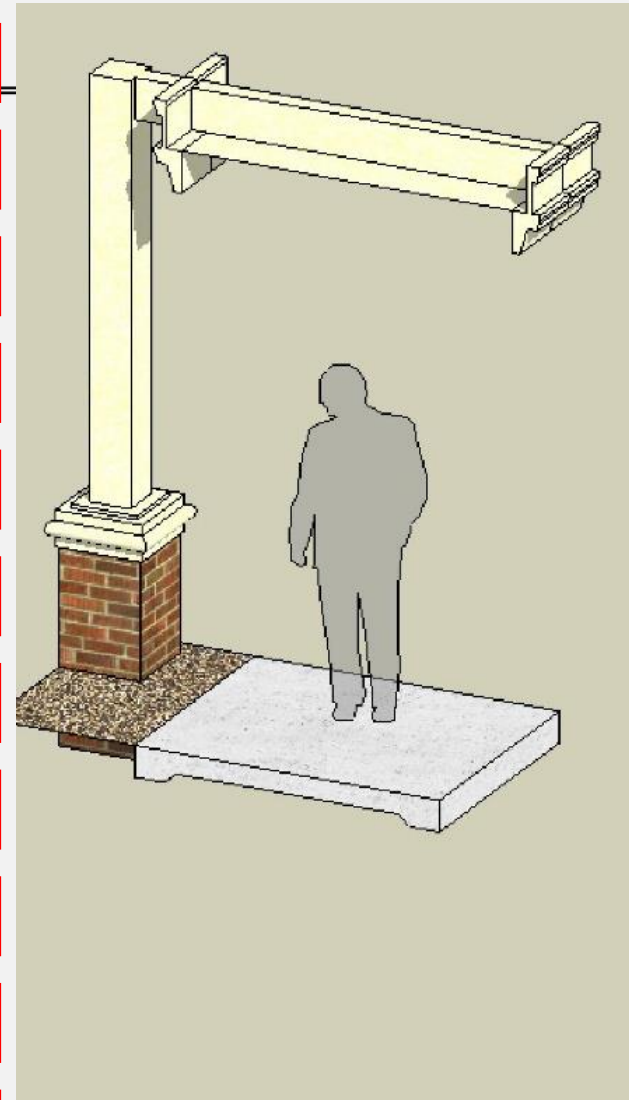
# Cost – Base

Description	Unit Cost	Base Option		Option 1		Option 2		Option 3	
		#	Cost	#	Cost	#	Cost	#	Cost
<b>Structural</b>									
Foundation	\$1,000	19	\$19,000						
Structure	\$3,500	19	\$66,500						
<b>Veneer</b>									
Precast Base Cap	\$160		\$0						
Precast Base	\$800		\$0						
LWCS Capitol	\$350		\$0						
LWCS Fascia	\$42		\$0						
Brick	\$42		\$0						
<b>Subtotal</b>			<b>\$85,500</b>						
<b>Options</b>									
<b>Canopy Lighting</b>			<b>\$0</b>						
Lights	\$550		\$0						
Electrical J-Box	\$25		\$0						
1/2" Conduit	\$1.3		\$0						
#12 THHN Wire	\$0.5		\$0						
Misc. Equip	\$500		\$0						
<b>Drop Off</b>			<b>\$0</b>						
Foundation	\$1,200		\$0						
Structure	\$5,000		\$0						
Precast Base Cap	\$160		\$0						
Precast Base	\$800		\$0						
LWCS Capitol	\$350		\$0						
LWCS Fascia	\$42		\$0						
Brick	\$40		\$0						
<b>Option Sub-Total</b>	<b>\$0</b>		<b>\$85,500</b>		<b>\$117,520</b>		<b>\$163,276</b>		<b>\$225,190</b>
Contingency	20%		\$17,100		\$23,504		\$32,655		\$45,038
<b>Estimated Grand Total</b>			<b>\$102,600</b>		<b>\$141,024</b>		<b>\$195,931</b>		<b>\$270,228</b>



# Cost – Option 1

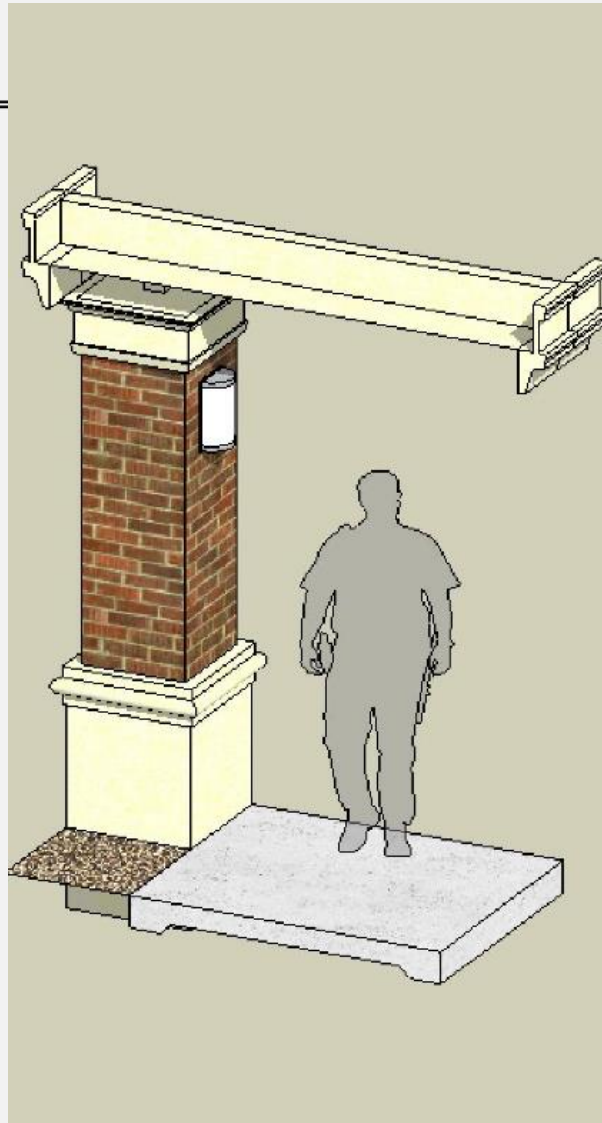
Description	Unit Cost	Base Option		Option 1	
		#	Cost	#	Cost
<b>Structural</b>					
Foundation	\$1,000	19	\$19,000	19	\$19,000
Structure	\$3,500	19	\$66,500	19	\$66,500
<b>Veneer</b>					
Precast Base Cap	\$160		\$0	19	\$3,040
Precast Base	\$800		\$0		\$0
LWCS Capitol	\$350		\$0		\$0
LWCS Fascia	\$42		\$0	500	\$21,000
Brick	\$42		\$0	190	\$7,980
<b>Subtotal</b>			<b>\$85,500</b>		<b>\$117,520</b>
<b>Options</b>					
<b>Canopy Lighting</b>			<b>\$0</b>		<b>\$0</b>
Lights	\$550		\$0		\$0
Electrical J-Box	\$25		\$0		\$0
1/2" Conduit	\$1.3		\$0		\$0
#12 THHN Wire	\$0.5		\$0		\$0
Misc. Equip	\$500		\$0		\$0
<b>Drop Off</b>			<b>\$0</b>		<b>\$0</b>
Foundation	\$1,200		\$0		\$0
Structure	\$5,000		\$0		\$0
Precast Base Cap	\$160		\$0		\$0
Precast Base	\$800		\$0		\$0
LWCS Capitol	\$350		\$0		\$0
LWCS Fascia	\$42		\$0		\$0
Brick	\$40		\$0		\$0
<b>Option Sub-Total</b>	<b>\$0</b>		<b>\$85,500</b>		<b>\$117,520</b>
Contingency	20%		\$17,100		\$23,504
<b>Estimated Grand Total</b>			<b>\$102,600</b>		<b>\$141,024</b>





# Cost – Option 2

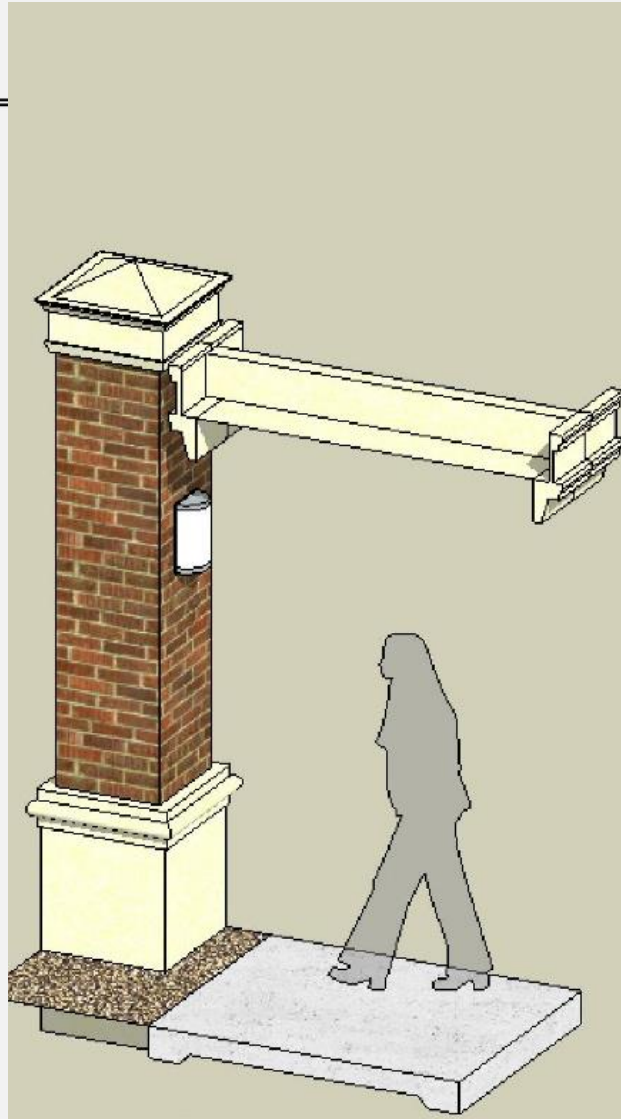
Description	Unit Cost
<b>Structural</b>	
Foundation	\$1,000
Structure	\$3,500
<b>Veneer</b>	
Precast Base Cap	\$160
Precast Base	\$800
LWCS Capitol	\$350
LWCS Fascia	\$42
Brick	\$42
<b>Subtotal</b>	
<b>Options</b>	
<b>Canopy Lighting</b>	
Lights	\$550
Electrical J-Box	\$25
1/2" Conduit	\$1.3
#12 THHN Wire	\$0.5
Misc. Equip	\$500
<b>Drop Off</b>	
Foundation	\$1,200
Structure	\$5,000
Precast Base Cap	\$160
Precast Base	\$800
LWCS Capitol	\$350
LWCS Fascia	\$42
Brick	\$40
<b>Option Sub-Total</b>	<b>\$0</b>
Contingency	20%
<b>Estimated Grand Total</b>	



Option 2		Option 3	
#	Cost	#	Cost
19	\$19,000	19	\$19,000
19	\$66,500	19	\$66,500
19	\$3,040	19	\$3,040
19	\$15,200	19	\$15,200
19	\$6,650	19	\$6,650
500	\$21,000	500	\$21,000
608	\$25,536	855	\$35,910
	<b>\$156,926</b>		<b>\$167,300</b>
	<b>\$6,350</b>		<b>\$6,350</b>
9	\$4,950	9	\$4,950
9	\$225	9	\$225
300	\$400	300	\$400
600	\$275	600	\$275
1	\$500	1	\$500
	<b>\$0</b>		<b>\$51,540</b>
	\$0	4	\$4,800
	\$0	4	\$20,000
	\$0	4	\$640
	\$0	4	\$3,200
	\$0	4	\$1,400
	\$0	150	\$6,300
	\$0	380	\$15,200
	<b>\$163,276</b>		<b>\$225,190</b>
	\$32,655		\$45,038
	<b>\$195,931</b>		<b>\$270,228</b>

# Cost – Option 3

Description	Unit Cost
<b>Structural</b>	
Foundation	\$1,000
Structure	\$3,500
<b>Veneer</b>	
Precast Base Cap	\$160
Precast Base	\$800
LWCS Capitol	\$350
LWCS Fascia	\$42
Brick	\$42
<b>Subtotal</b>	
<b>Options</b>	
<b>Canopy Lighting</b>	
Lights	\$550
Electrical J-Box	\$25
1/2" Conduit	\$1.3
#12 THHN Wire	\$0.5
Misc. Equip	\$500
<b>Drop Off</b>	
Foundation	\$1,200
Structure	\$5,000
Precast Base Cap	\$160
Precast Base	\$800
LWCS Capitol	\$350
LWCS Fascia	\$42
Brick	\$40
<b>Option Sub-Total</b>	<b>\$0</b>
Contingency	20%
<b>Estimated Grand Total</b>	



Option 2		Option 3	
#	Cost	#	Cost
19	\$19,000	19	\$19,000
19	\$66,500	19	\$66,500
19	\$3,040	19	\$3,040
19	\$15,200	19	\$15,200
19	\$6,650	19	\$6,650
500	\$21,000	500	\$21,000
608	\$25,536	855	\$35,910
	<b>\$156,926</b>		<b>\$167,300</b>
	<b>\$6,350</b>		<b>\$6,350</b>
9	\$4,950	9	\$4,950
9	\$225	9	\$225
300	\$400	300	\$400
600	\$275	600	\$275
1	\$500	1	\$500
	<b>\$0</b>		<b>\$51,540</b>
	\$0	4	\$4,800
	\$0	4	\$20,000
	\$0	4	\$640
	\$0	4	\$3,200
	\$0	4	\$1,400
	\$0	150	\$6,300
	\$0	380	\$15,200
	<b>\$163,276</b>		<b>\$225,190</b>
	\$32,655		\$45,038
	<b>\$195,931</b>		<b>\$270,228</b>



**Backup material for agenda item:**

2. Consideration of 2016 Arbor Day Proclamation



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Extension

Presenter: Clark MacAllister

Submitted By: \_\_\_\_\_

Date Submitted: 4-6-2016

Item of Business/Agenda Title: Proclamation for Arbor Day 2016

**Attach an Executive Summary fully describing all elements of the item of business. ☒ (Attached)**

### THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR** ☒ **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: May 6, 2016

Purpose of Request: To have official Proclamation for Arbor Day 2016 signed.

Department Recommendation: \_\_\_\_\_

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☒ Yes Explanation/ Additional Information: \_\_\_\_\_

☐ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

☒ No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

### Administration Staff Authorization

Dept. Head Authorization: [Signature] Date: 4/6/2016

Finance Dept. Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Attachments: 1





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** 2016 Arbor Day Proclamation

**DATE:** 4/6/2016

**BUDGET INFORMATION:**

ANNUAL-  
CAPITAL-

( ) RECOMMENDATION  
( ) POLICY DISCUSSION  
( ) STATUS REPORT  
(x) OTHER

**COMMISSION ACTION REQUESTED ON:**

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**PURPOSE:** For the Board of Commissioners to formally recognize the annual observance of Arbor Day in Dawson County, organized by the Tree Preservation Committee. This year's observance will be held on May 6<sup>th</sup>, 2016 at Fire Station by Tractor Supply.

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**HISTORY:** Chairman Berg has signed the proclamation annually.

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**FACTS AND ISSUES:**

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:**

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**DEPARTMENT:**

Prepared by: Extension Service

Director Clark MacAllister

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**DAWSON COUNTY**  
**BOARD OF COMMISSIONERS**  
**ARBOR DAY PROCLAMATION**

- Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas, Arbor Day is now observed throughout the nation and the world, and
- Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
- Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas, trees in our county increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.
- Now, Therefore, We, the Dawson County Board of Commissioners do hereby proclaim May 6, 2016 as Arbor Day.
- In the County of Dawson, we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
- Further, We urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 21st day of April, 2016

Attest:

\_\_\_\_\_  
Mike Berg, Chairman

\_\_\_\_\_  
Danielle Yarbrough, County Clerk

**Backup material for agenda item:**

3. Re-Consideration of Bid #265-16 RFP IT Servers- Revised (*Tabled from the April 7, 2016 Voting Session*)

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



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Purchasing on behalf of IT

Presenter: Davida Simpson, Purchasing Director

Submitted By: Purchasing Director Davida Simpson

Date Submitted: March 14, 2016

Item of Business/Agenda Title: Presentation of Bid #265-16 RFP IT Servers (Revised)

**Attach an Executive Summary fully describing all elements of the item of business. ☒ (Attached)**

### THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

OR ☒ **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: April 19, 2016 is the 60 deadline for BOC to take action (60 days = bid bond)

Purpose of Request: Execute a contract with Dell Marketing to upgrade the county's computer infrastructure and systems including all labor as specified in RFP documents.

Department Recommendation: Approve contract as submitted

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☐ Yes Explanation/ Additional Information: Contract to be executed. Contract sent to County Attorney on March 11, 2016  
☒ No for review.

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☒ Yes Explanation/ Additional Information:

☐ No

Amount Requested: \$250,000 – servers & contingency

Amount Budgeted: \$250,000

Fund Name and Account Number: SPLOST V: 315-00-1535-542100-000 Machinery & Equipment

### Administration Staff Authorization

Dept. Head Authorization: James Tolbert, Director

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

Finance Dept. Authorization: Natalie Johnson

Date: 03/17/2016

County Manager Authorization: Randall Dowling

Work Session Date: 3-24-16

Comments: Bid documents can be found at [www.dawsoncounty.org](http://www.dawsoncounty.org) > Bids & RFPs> Under Evaluation, Exhibit A is the RFP,

Exhibit B is the pricing, contract and presentation attached.





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Bid #265-16 RFP IT Servers (Revised)

**DATE:** March 14, 2016

**( X ) RECOMMENDATION**  
**( ) POLICY DISCUSSION**  
**( ) STATUS REPORT**  
**( ) OTHER**

**BUDGET INFORMATION:**  
**ANNUAL-**  
**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** April 7, 2016

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**PURPOSE:** To enter into a contract with a qualified vendor, Dell Marketing, LP, who specializes in IT systems and data migration (labor) for a fixed price. Additionally, a 5 year warranty is included. Furthermore, this contract will accomplish replacement of existing servers and related systems and migration of old data to new systems.

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**HISTORY:** Current servers (2008-2009) are outdated and not supported by manufacturer. IT has been able to keep the system up and running with temporary solutions but new servers are needed in order for department software/programs to run efficiently. Additionally, Dell Marketing, LP is the manufacturer.

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**FACTS AND ISSUES:** Dell Marketing is the most responsive, responsible bidder. They were also the low bidder after two vendors omitted various items that were required in the RFP such as licenses, switches, and full data migration which significantly increased their prices and made them non-responsive to the bid requirements.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 to fund unforeseen items if needed for a total of \$250,000 to be paid by SPLOST V and approve the contract as submitted.

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**DEPARTMENT:**

Prepared by: Davida Simpson, Purchasing Director

Director James Tolbert, Director

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# IT Servers (Revised) Bid #265-16 RFP

WORK SESSION MARCH 24, 2016



# Background

- ▶ Servers provide the ability for all departments to function
  - ▶ Email (200+)
  - ▶ Data storage (6TB)
  - ▶ Houses department & user software/programming (13 different programs)
  - ▶ Backups
- ▶ Dawson County servers were purchased in 2008-2009
  - ▶ Current servers are archaic in the technological world
  - ▶ End-of-Life (EOL) for current system was 2012
    - ▶ Manufacturer is no longer supporting systems
- ▶ Servers are past critical levels
  - ▶ IT purchased additional memory to keep the current system running in December 2015
  - ▶ This is a temporary fix until the new servers installed



# Background (Continued)

- ▶ Bid was rejected in 2015 due to budget constraints and references
  - ▶ References were required to be of like agencies, size and use that of Dawson County
  - ▶ 2015 Funding was Capital Improvements Project
  - ▶ 2016 Funding is SPLOST V
  - ▶ New solicitation was released with revised specs January 20, 2016 with a deadline of February 19, 2016
- ▶ Held an optional pre-proposal meeting February 4, 2016
  - ▶ Q&A
  - ▶ Allowed open conversation about our needs and various options/solutions
  - ▶ Site visit to data center
  - ▶ Gave vendors time to formulate their approach to scope of work and pricing to ensure specifications were clear and that no change orders would be needed later

# Scope of Work

Vendor to provide:

- ▶ All systems, switches, etc.
- ▶ Install, configure and migrate
- ▶ Active Directory: Current infrastructure (Windows 2003, 2008 & 2010) update to Windows 2012/R2
- ▶ Databases upgrade
- ▶ Backup and replication
- ▶ Data migration is a large portion of work to be completed
  - ▶ Email: Update Exchange 2007 to Exchange 2016
  - ▶ File servers
- ▶ Licensing for all programs and users
- ▶ Software support and warranty 5 years
- ▶ All labor included

# IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 75% of the scoring criteria while pricing made up 25%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

## **IFB – Invitation for Bid**

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

## **RFP – Request for Proposal**

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score



# Acquisition Strategy & Methodology

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

# Evaluation Committee

- ▶ Will Shattuck, IT
- ▶ Cameron Burt, IT
- ▶ Robin Roland, IT
- ▶ Rachel Burton, Planning & Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Discussion

- ▶ 4 of 8 vendors failed to provide Bid Bonds as required in RFP
  - ▶ Bid bond (5% of price) is required to lock in pricing and to hold vendors accountable to pricing
  - ▶ Technology pricing is ever-changing
  - ▶ Conferred with County Attorney about rejecting vendors who did not submit bid bonds
- ▶ Evaluation committee checked references of all 4 responsive vendors
  - ▶ Based on evaluations and pricing, top 3 vendors interviewed
  - ▶ Interviews gave Dawson County staff an opportunity to fully vet vendor qualifications
  - ▶ During interviews, 2 vendors (Edge & SHI) didn't feel their original bids adequately represented the County's needs therefore they wanted to revise pricing which is not allowed
    - ▶ Both omitted various items that were required in the RFP: Licenses, switches, full data migration, etc. which would greatly increase their pricing, therefore making them non-responsive to the original requirements
    - ▶ Dell made no changes and is confident they can provide a turn-key solution that meets our current and future needs



# Pricing

Company	Bid Bond	Pricing	Timeline	Interview or Conference Call
CDW-G	Yes	\$404,215.18	628 hours	No
Dell	Yes	\$226,879.47	6 weeks	Yes – Interview
Edge Solutions	Yes	*\$229,825.00	60 days (elapsed)	Yes – Interview
SHI International	Yes	*\$176,286.77	7.5 weeks	Yes – Conference Call Only
Digital Agent	No	Disqualified		
Diversified Tech	No	Disqualified		
The Wright Tech Consulting Group	No	Disqualified		
VehTech Inc	No	Disqualified		

\* Vendors did not complete pricing per RFP requirements

# Evaluation Criteria

Company	Points Allowed	CDW-G	Dell	Edge	SHI International
Company Background, Dedicated Team & Staff Experience	20	17	20	18	5
Approach to Scope of Work	20	11	18	19	12
Service & Support	20	12	20	13	15
References	15	9	14	12	9
Price Proposal	25	9	25	20	17
<b>Total Points</b>	<b>100</b>	<b>58.00</b>	<b>96.67</b>	<b>82.33</b>	<b>57.00</b>

# Justification

- ▶ Dell responded to all specifications
- ▶ All references were extremely positive
- ▶ This is a direct purchase from the manufacturer and not a 3rd party vendor
  - ▶ 1 single contract for parts, labor, service, warranty, etc.
- ▶ Service agreement - 5 years
- ▶ Committed to support the platform for the next 10 years
- ▶ Dell has been a proven vendor in the past with Dawson County
  - ▶ Current computers and servers are Dell
  - ▶ Backup systems (DCSO) will be a minor upgrade needed for this capability
    - ▶ Included in original price proposal but not in specifications/request for proposal



# Recommendation

Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder, Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 for a total of \$250,000.00 to be paid from SPLOST V and accept the contract as submitted.

The contingency request is to cover any unforeseen items to be approved by the County Manager.

## ANNUAL CONTRACT AND AGREEMENT

<b>Contract Start Date:</b>	<b>April 7, 2016</b>
<b>Contract End Date:</b>	<b>December 31, 2016</b>
<b>Contract Name:</b>	<b>IT Servers (Revised)</b>
<b>Vendor Name:</b>	<b>Dell Marketing LP</b>
<b>Address:</b>	<b>One Dell Way Round Rock, TX 78682</b>
<b>Telephone No.:</b>	<b>864-247-3537</b>
<b>Contact Person:</b>	<b>Cory Dial</b>
<b>Payment Terms:</b>	<b>Net 30 days</b>

This Agreement is hereby made and entered into this 7<sup>th</sup> day of April, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Dell Marketing LP, a Delaware limited partnership, (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. **#265-16 RFP IT Servers (Revised)** and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

### 1. **Scope of Services**

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

### 2. **Term of Agreement**

This Agreement shall commence on the 7<sup>th</sup> day of April, 2016 and shall terminate upon final acceptance of the project.

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

### 3. **Multi-Year Contract**

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

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals **#265-16 RFP IT Servers (Revised)**. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals **#265-16 RFP IT Servers (Revised)**. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

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

4. **Payment**

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

5. **Invoices**

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

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

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being



named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

**7. Performance Standards**

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

**8. Change Order**

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

**9. Confidential Information**

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

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

**10. Litigation and Arbitration**

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any

disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

**11. Notices**

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

County:

Contractor:

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

Dell Marketing, LP  
ATTN: Cory Dial  
One Dell Way  
Round Rock, TX 78682

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DAWSON COUNTY, GEORGIA**

**Attest:**

**By:** \_\_\_\_\_  
**Name:** Mike Berg  
**Title:** Chairman, BOC

**By:** \_\_\_\_\_  
**Name:** Danielle Yarbrough  
**Title:** County Clerk

**CONTRACTOR:**

**Attest:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

# Vendor's Price Proposal Form



## BID #265-16 RFP IT SERVERS (REVISED) VENDOR'S PRICE PROPOSAL FORM

Company Name: Dell Marketing, L.P.

Hardware	\$	83,168.08
Software & Peripherals	\$	68,121.39
Labor	\$	75,590.00
Environmental Fes	\$	0
Shipping	\$	0
Project Total	\$	226,879.47
Start Date:	March 1, 2016 or mutually agreed upon date	
Length of Project:	6 contiguous weeks	

Note : Attach warranty information to this form.

Authorized Representative (Signature)

February 8, 2016

Date

Stan Parish, Senior Proposal Manager

Authorized Representative /Title  
(Print or Type)

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

Bid #265-16 RFP IT Servers (Revised)

Page 18





# Vendor's Price Proposal Form



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

Bid #265-16 RFP IT Servers (Revised)

Page 18



# Statement of Work

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## 1 INTRODUCTION

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This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to Dawson County ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at [www.dell.com/PSATerms](http://www.dell.com/PSATerms) and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

## 2 TERM

---

The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW; provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

## 3 SUMMARY OF SERVICE

---

Dell will provide the services as specifically described herein (the "Services"), which include the following:

- The infrastructure at Dawson County will be upgraded to the latest technology and versions of what is in place today including the installation of a new VMware virtualization environment, upgrade of Active Directory, upgrade and migration of Microsoft Exchange, an upgrade of VMware ESXi at the Sheriff's office, and the decommission of the legacy servers once complete.

## 4 SCOPE OF SERVICE

---

### 4.1 Introduction

The objective of the Services is to review the current infrastructure, and upgrade the datacenter to the latest and greatest supported versions of virtualization, directory services, and messaging.

## 4.2 Detailed Description

Dell will perform the following Engineering activities during the term of this SOW:

### *Hardware Installation*

- Install and configure new Dell servers (up to 5)
- Install and configure new storage switches (up to 2)
- Install and configure new storage for use with VMware infrastructure

### *VMware vSphere Installation (Primary Site)*

#### **Plan**

The planning phase aligns the Customer's business and technology goals with the virtual infrastructure implementation to provide a blueprint for deployment. During the Planning phase, the consultant will work with the Customer to gather requirements for VMware Infrastructure, including server hardware, network and storage requirements for the applicable number of vCenter Server and vSphere ESXi hosts.

Deliverables for this phase include details for the following virtual infrastructure components:

- vCenter Server
- Database server (required for vCenter)
- vSphere ESXi host hardware configuration
- IP networking requirements and configuration
- Storage sizing and configuration

Each of the general requirements identified in the Planning Phase will be used to guide the technical implementation decisions made during the Design Phase.

#### **Design**

To transform the general requirements gathered during the Planning Phase, the consultant will lead a series of sessions with key stakeholders. 1:1 discussions with key members of the server, storage, networking, application and business units are necessary to fully understand the current environment, staff responsibilities, ensure the implementation conform to the Customer's naming standards, and to consider how current and planned projects may influence the design. Broader discussions will also be led by the consultant to establish design criteria, review alternatives and validate the strategy to optimize the virtual infrastructure design.

At the conclusion of the design phase, a wrap-up session will be held to discuss critical success factors, potential constraints and risks and to whiteboard to overall design and alternatives for the Customer.

Deliverables for this phase include the following:

- Design based on Customer requirements to deploy vCenter Server and ESXi hosts
- Minimum vSphere ESXi Server requirements including RAM, network cards, and storage adapters
- Recommended logical and physical network topology and data center interrelationships
- Virtual Machine distribution including clusters, raw disks, and security constraints for ESXi Servers
- Recommended logical and physical storage and size and number of shared VMFS volumes and/or raw LUNs
- vCenter design and architecture:
  - vCenter Management Server





- vCenter Database Network Connectivity
- vCenter Datacenters and topology (vMotion domains)
- VMware HA
- VMware DRS (where applicable)
- Resource Pools
- VMware Update Manager
- vSphere ESXi server networking:
  - vSwitch configuration
  - vMotion
  - VLANs (where applicable)
  - Bonds/NIC Teams (where applicable)

### Build

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to five (5) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implements antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

### Test

Once the base VMware Infrastructure is built, the test plan will be executed to validate the environment and ensure all equipment and software performs as expected. Including:

- Guest deployment from template
- vMotion
- Simulation of NIC or switch failure to test NIC failover
- VMware HA event simulation and observation of resulting actions
- DRS (where applicable)

The Test Phase must be completed successfully and any required corrections made prior to starting the Migrate phase

### Manage

During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:



- vCenter Server
- vSphere ESXi server deployment and installation, including hardware configuration, PCI peripheral layout and Bios and firmware settings
- EXT3 SAN Partitioning (If booting from SAN)
- HBA Setup (where applicable)
- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vmnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration

#### ***VMware vSphere Upgrade (Sherriff's Office)***

##### **Build**

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to three (3) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implements antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

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##### **Manage**

During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:

- vCenter Server
- vSphere ESXi server deployment and installation, including hardware configuration, PCI peripheral layout and Bios and firmware settings
- EXT3 SAN Partitioning (If booting from SAN)
- HBA Setup (where applicable)



- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vmnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration

#### ***Microsoft Active Directory Upgrade***

##### **Assessment**

Provider will validate the AD components for production use based on design discussion.

- Active Directory
  - Validate AD Global Catalogs (where applicable)
  - Validate AD Domain Controllers (where applicable)
  - Validate AD Read-Only Domain Controller (where applicable)
- Validate and/or configure DNS servers and applicable zones
  - Verify DNS replication
  - Establish necessary DNS records (including reverse-lookup) for any systems that do not dynamically register
- DHCP
  - Validate current DHCP infrastructure
  - Validate DHCP options per best practices

##### **Implementation**

Provider will lead and assist with the implementation of infrastructure services necessary for the client migration.

- Install and configure up to three (3) Active Directory Domain Controllers on Windows Server 2012 R2
- Decommission legacy Windows domain controllers
- Upgrade domain and functional level to a minimum of Windows Server 2012 R2
- Configuration of Sites and Services
- Configuration of AD DNS

#### ***Microsoft Exchange Upgrade (2013/2016)***

##### **Assessment**

- Review the existing Exchange environment
  - Analyze the organization, server, and information store configurations and policies
  - Review Mailbox Database(s) and Placement, Logs, and Quotas
  - Analyze the Exchange Cluster and any specific cluster dependencies for migration
  - Analyze the current message routing
  - Review the performance of the existing Exchange environment and note any current issues
  - Analyze current client access methods and network security of the Exchange environment
  - Analyze 3rd party integrations into the Exchange environment including Blackberry Enterprise Server, Faxing, Anti-Virus/Anti-Spam, and archiving solutions (as applicable)
- Review the existing Exchange Backup and Disaster Recovery plans and capabilities (if applicable)
- Review the existing storage and networking environments as it pertains to Exchange





- Review the existing virtualization infrastructure as it pertains to Exchange
- Review the current Active Directory environment as it relates to Exchange functionality
- Review existing automated calendars and mailboxes
- Review RSA two-factor integration with OWA

#### Design

- Conduct interviews with the appropriate staff to discuss aspects of the Exchange design
  - Disaster Recovery requirements
  - Available bandwidth between the secondary DR site
  - Archiving requirements
  - Mailbox sizing requirements
  - Message routing requirements
  - Client Access requirements
  - Network Access and Security requirements
  - IronPort integration
- Review any necessary modifications to the Active Directory environment
  - Forest and Domain functional levels
  - Active Directory Sites and Site Links
  - Domain controller placement
  - Global Catalog placement
  - DNS name resolution
  - Service Accounts required
- Review the SMTP name space design
  - Document TLS encryption (if required)
- Review the Server Design including recommendations for server virtualization:
  - Hub Transport Role Servers
  - Mailbox Role Servers
  - Client Access Role Servers
  - Database Access Groups
  - Edge Transport Role Servers (if necessary)
- Review the public folder design and replication
- Review the message routing design
- Review the client access methods design:
  - Internal Access methods
    - > Full Outlook Clients and versions
    - > Client upgrade requirements
    - > Outlook Web Access
  - Remote Access methods:
    - > Outlook Web Access
    - > ActiveSync
    - > Outlook Anywhere (RPC over HTTPS)
    - > Blackberry Support



- Review the Implementation Plan/Migration Plan for Exchange 2013 with IT staff
- Decommission legacy Exchange servers once complete

#### Upgrade

- Verify system requirements
- Confirm prerequisite steps are done
- Configure disjoint namespace (if needed)
- Select an offline address book for all Exchange mailbox databases
- Configure Exchange-related virtual directories (if needed)
- Add digital certificates on the Client Access server
- Move arbitration mailbox
- Configure Unified Messaging (if needed)
- Configure legacy Edge Transport server
- Enable and configure Outlook Anywhere
- Configure service connection point
- Configure DNS records
- Move mailboxes to Exchange 2013
- Move public folder data to Exchange 2013

### 4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.



- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

#### 4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- 2) Customer has all licenses, or will purchase as part of this project, for Microsoft Windows 2012 Servers, Microsoft Exchange, VMware vCenter and ESXi
- 3) During the design/planning phase, either Microsoft Exchange 2013 or 2016 may be chosen based on current infrastructure and application requirements and dependencies.
- 4) Customer does not have any application or infrastructure dependencies for Windows 2003

#### 4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.





Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

#### 4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 6 contiguous business weeks.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Phase	Estimated Duration	Onsite/Offsite
Engineering	30 Days	Onsite / Offsite
PM	6 Days	Offsite
Architect	5 Days	Onsite / Offsite

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

#### 4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

#### 4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) Active Directory As Built
- 2) VMware Design Workbook
- 3) Exchange As Built

#### 4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

### 5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.



Charges shall be as follows:

## 5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$75,590. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

### 5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD \$75,590

### 5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

## 5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

## 6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at [www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)



The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

## 7 OTHER PROVISIONS

---

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
  - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
  - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
  - c) We limit usage of your reference to no more than once/month.
  - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

## 8 GENERAL

---

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.





9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Dawson County

Dell Marketing LP

By: .....

By: .....

Printed: .....

Printed: .....

Title: .....

Title: .....

Date: .....

Date: .....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to  
Fax: 512-283-7899, Attention: Intake Manager, RE: SFID.  
The purchase order amount should include estimated expenses, if they are billable.



**Backup material for agenda item:**

4. Consideration of request for additional funds for the District Attorney to cover legal expenses associated with murder trial - Accounting & Budget Manager Natalie Johnson



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Budget amendment to transfer funds from General Government to the District Attorney's Office to fund legal expenses associated with the Seppenfield murder trial.

**DATE:** 4/5/2016

**(x) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**BUDGET INFORMATION:**

**( ) STATUS REPORT**

**ANNUAL-**

**( ) OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** 4/21/2016

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**PURPOSE:** To request a budget amendment to transfer funds from General Government to the District Attorney's Office to fund legal expenses associated with the Seppenfield murder trial.

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**HISTORY:** On December 17, 2015 the Board of Commissioners approved transferring \$6,125 from General Government – Contingencies account to the District Attorney's Office - Professional Services account to fund the first invoice for legal expenses associated with the recent Seppenfield murder trial.

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**FACTS AND ISSUES:**

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**OPTIONS:** 1) Approve the budget amendment as recommended.  
2) Do not approve the budget amendment as recommended.  
3) Recommend alternate action.

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**RECOMMENDED SAMPLE MOTION:**

Motion to approve transferring \$3,325 from General Government – Contingencies account to the District Attorney's Office - Professional Services account to fund the second and final invoice for legal expenses associated with the recent Seppenfield murder trial.

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**DEPARTMENT:**

Prepared by: Natalie Johnson

Director \_\_\_\_\_

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**Backup material for agenda item:**

5. Consideration to move forward with public hearings on May 17, 2016 and May 19, 2016 regarding adoption of the 2016 Land Use District Map



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Planning & Development

Presenter: Rachel Burton

Submitted By: Rachel Burton

Date Submitted: 3/31/2016

Item of Business/Agenda Title: Adoption of the 2016 Land Use District Map

**Attach an Executive Summary fully describing all elements of the item of business. ☒ (Attached)**

## THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR ☒ Commission Action Needed.**

Is there a deadline on this item? If so, Explain: No

Purpose of Request: Approval to hold public hearings (5/17/2016 & 5/19/2016) for adoption of the 2016 Land Use District Map.

Department Recommendation: Director Burton recommends approval of the map.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

☒ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

☒ No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

## Administration Staff Authorization

Dept. Head Authorization: Rachel Burton

Date: 3/31/2016

Finance Dept. Authorization: \_\_\_\_\_

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

County Manager Authorization: Randall Dowling Work Session Date: 4/14/2016

Comments: \_\_\_\_\_

Attachments: Yes







**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Adoption of 2016 Land Use District Map

**DATE:** 3/31/2016

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL-**

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

☐ **STATUS REPORT**

☐ **OTHER**

**COMMISSION ACTION REQUESTED ON:** 5/19/2016

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**PURPOSE:** Approval to hold public hearings on 5/17/16 (Planning Commission) and 5/19/2016 (BOC) for adoption of the 2016 Land Use District Map.

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**HISTORY:** This is an annual adoption of the Land Use District Map incorporating approved rezonings from 2015 and errors found on the 2015 map.

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**FACTS AND ISSUES:** The 2016 Land Use District Map reflects 2015 rezoning approvals and two errors found on the 2015 map (TMP 110-033-093 C-PCD to RSR & 105-027 RS to R-A).

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:** Recommend approval.

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**DEPARTMENT:**

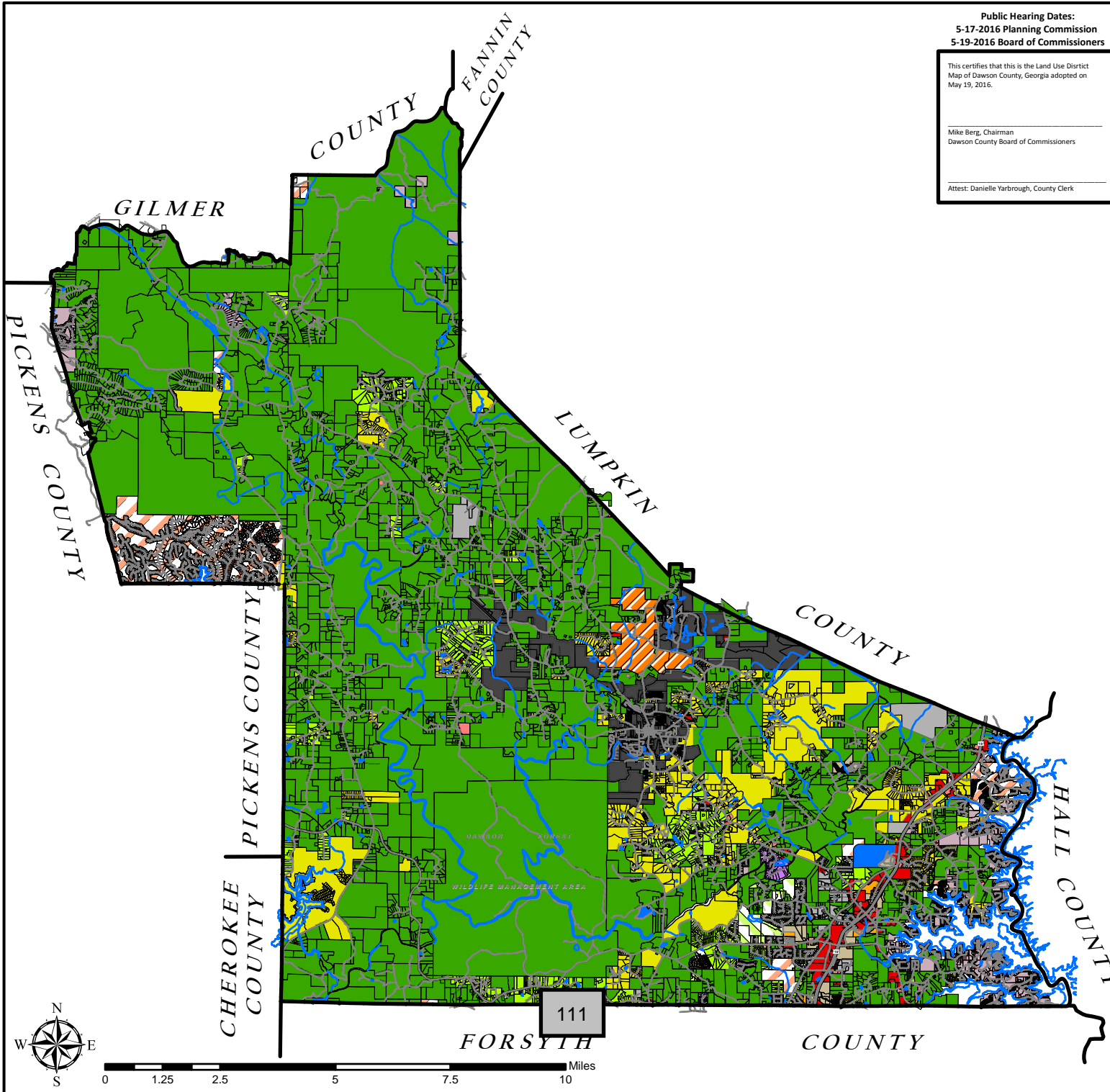
Prepared by: Rachel Burton

Director: Rachel Burton

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# 2016 Dawson County Land Use District Map



Public Hearing Dates:  
5-17-2016 Planning Commission  
5-19-2016 Board of Commissioners

This certifies that this is the Land Use District  
Map of Dawson County, Georgia adopted on  
May 19, 2016.

Mike Berg, Chairman  
Dawson County Board of Commissioners

Attest: Danielle Yarbrough, County Clerk

Land Use District		RRE	CountyLine
ZONING CLASS		RSRMM	County RD
	Historic District	VC	Private Trails
	MIXED USE VILLAGE	VCR	State Hwy
	RA	C-OI	US Hwy
	RPC	C-CB	Hydro
	RSR	C-HB	Parcels
	RL	C-IR	Dawsonville City Limits
	RMF	C-PCD	
	RMHP	C-RB	
	RT	C-TB	
	RS	CT	

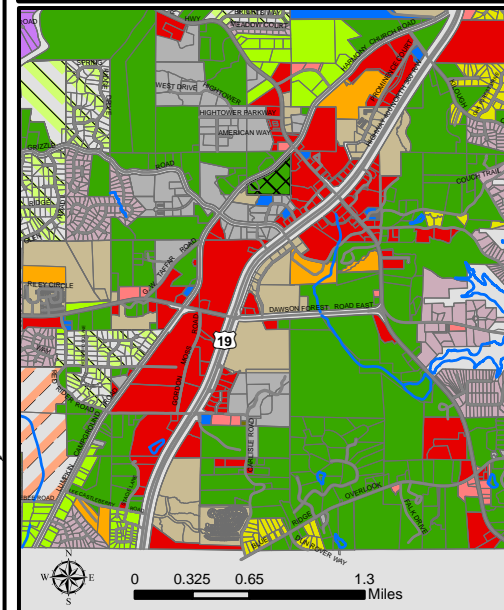
Dawson County Geographic Information Systems  
Data Disclaimer



The information on this map (or data product) is from a computer database accessed using a Geographic Information System (GIS). Dawson County cannot guarantee the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her intended use or purpose. County departments will not necessarily approve applications based solely on GIS data. County staff corrects errors in features on this map as they are identified. Dawson County shall have no liability for the data, or lack thereof.

Amendments:

## GA 400 Corridor South



**Backup material for agenda item:**

6. Consideration of 2016 Vehicle & Equipment Surplus List





# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department Public Works

Presenter: Randall Dowling

Submitted By: David McKee

Date Submitted: 2-23-2016

Item of Business/Agenda Title: 2016 Vehicle and Equipment Surplus List

**Attach an Executive Summary fully describing all elements of the item of business. ☐ (Attached)**

## THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

OR ☒ **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Live regional government surplus auction will be held on Sat. May 7 in Canton, GA.

Purpose of Request: Declare the vehicles and equipment on the attached list as surplus county property.

Department Recommendation: Declare the vehicles and equipment on the attached list as surplus county property and authorize county staff to dispose of the vehicles and equipment either through govdeals.com or by live auction. A regional live government surplus absolute auction will be held on Sat. May 7 in Canton at the Cherokee County Fairgrounds conducted by Jeff Dobson & Associates. Also recommend the Board participate in the live auction as the disposal method and execute the attached contract with Jeff Dobson & Associates.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☒ Yes Explanation/ Additional Information: Contract is attached.

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☐ Yes Explanation/ Additional Information: No revenue funds have been budgeted for this surplus auction.

☒ No

Amount Requested: \$0

Amount Budgeted: \$0

Fund Name and Account Number:

## Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 2/23/2016

Finance Dept. Authorization: \_\_\_\_\_

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

County Manager Authorization: Randall Dowling

Work Session Date: 4-14-16

Comments: \_\_\_\_\_

\_\_\_\_\_

Attachments: Yes



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** 2016 Vehicle and Equipment Surplus List

**DATE:** 4/6/2016

**BUDGET INFORMATION:**

**ANNUAL-**

**CAPITAL-**

**(X) RECOMMENDATION**

**( ) POLICY DISCUSSION**

**( ) STATUS REPORT**

**( ) OTHER**

**COMMISSION ACTION REQUESTED ON:** 4/21/16

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**PURPOSE:** Declare the vehicles and equipment on the attached list as surplus county property and authorize county staff to dispose of the vehicles and equipment either through govdeals.com or by live auction. A regional live government surplus absolute public auction will be held on Sat. May 7 in Canton at the Cherokee County Fairgrounds conducted by Jeff Dobson & Associates. Also recommend the Board participate in the live auction as the disposal method and execute the attached contract with Jeff Dobson & Associates.

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**HISTORY:** A list of county-owned vehicles and equipment that are of no use to county operations is typically prepared annually for surplus. 2015 did not have a surplus list.

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**FACTS AND ISSUES:** The county has been using govdeals.com (an internet based auction site) as the disposal method in the past at a 7.5% seller's premium and a 5% buyer's premium. Using this method, county staff had to photograph all vehicles and equipment, upload all information to the govdeals web site, and respond to several calls and emails from prospective purchasers over a short period of time which is very time consuming. If the live auction route is selected, the auction company will perform all of those tasks with minimal county involvement. The only involvement of county staff would be to give the auction company all titles and transport the vehicles and equipment to the Cherokee County Fairgrounds in Canton, the auction site, prior to Sat. May 7 which can be accomplished in one or two days. The estimated cost of transport is approximately \$2,500. The auction company's commission rate is a 5% seller's premium and a 10% buyer's premium.

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**OPTIONS:** Either use govdeals.com or a live auction to dispose of unneeded county vehicles and equipment.

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**RECOMMENDED SAMPLE MOTION:** Staff recommends the Board approve the vehicles and equipment on the attached list as surplus county property and authorize staff to dispose of the unneeded items in a regional live government surplus public absolute auction that will be held on Sat. May 7 at the Cherokee County Fairgrounds in Canton by Jeff Dobson & Associates and approve the attached contract.

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**DEPARTMENT:**

Prepared by: Cara Ingley

Director: David McKee

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## 2016 SURPLUS LIST

YEAR	MAKE	MODEL	VIN/SERIAL #	MILEAGE		LOCATION	COMMENTS
2003	FORD	EXPEDITION	1FMPU16L12LA82358	211,158		FLEET	Will run and drive, fuel pump is failing
1996	FORD	F150	1FTEF14H5TLA71854	214,877		FLEET	Engine failing, possible cracked head/block, transmission is slipping, front end completely worn out/failed, and body frame is heavily contaminated with rust.
1998	CHEVY	S-10 BLAZER	1GNDT13W2W2117274	206,846		FLEET	Runs and drives
2003	FORD	CROWN VIC	2FAFP71WX3X167432	146,429		FLEET	Parts/scrap only car
2004	FORD	CROWN VIC	2FAFP71W34X138937	214,047		FLEET	Parts/scrap only car, transmission is no good
1996	FORD	CROWN VIC	2FALP71W9VX145671	175,446		FLEET	Runs/drives, needs all window regulators, front suspension worn out, A/C system has leak needs replacement
1996	FORD	CROWN VIC	2FALP71W4TX144764	223,427		FLEET	Runs/drives, needs suspension repairs
2004	FORD	CROWN VIC	2FAFP71W64X138933	208,919		FLEET	Parts car, transmission has failed
2004	FORD	CROWN VIC	2FAFP71W44X146142	202,588		FLEET	Runs/drives, needs suspension repairs, CAT converter is out, has newer transmission
2007	FRIEGHT LINER	BC M2	1FVACWCT87HY89876	200,392		FLEET	Runs/drives, patient compartment structure has failed
2005	JOHNSON	J140PX4S0	S 26030977	N/A		FLEET	Parts/scrap
1986	FORD	F700	1FDXD74N7GVA02273	15,000		TRANSFER	Transmission failed, truck is badly rusted
1998	VOLVO	FL DUMP	4VHJCAHE8XN865218	130,000++		TRANSFER	Truck has, in reality, nearly 1 million miles, wornout all over
	CASE	835 UNILOADER	N5M400275	7,000-9,000 HR		TRANSFER	Loader is worn out, cab roof ASM needs replacing, along with other repairs
	BLACK	TRAILER	6153121	N/A		TRANSFER	Replaced with new equipment
	BLACK	TRAILER	16F0251999RST1910	N/A		TRANSFER	Replaced with new equipment
	MILLENNIUM	TRAILER	5MTPT26212A000290	N/A		TRANSFER	Frame damaged, not DOT-approved
MISCELLANEOUS SURPLUS CARTS NO LONGER NEEDED, SUCH AS PATROL CAR CAGES AND RELATED							Lot sale
WORN OUT AND REMOVED SIDEARM ASSEMBLIES						FLEET	



# DAWSON COUNTY, GA

*Where Country of Life Begins*

## FACILITIES DEPARTMENT

### 2016 SURPLUS LIST

#### GOVERNMENT DEALS

LOCATION	DESCRIPTION	QUANTITY	COMMENTS	DATE OF INSPECTION
Fleet Shop	HEIMANN SYSTEMS, HI-scan 6040I, High image resolution X-ray unit SN 50031, Date Manufactured: April 2002	1	Metal Detector unit Condition: Used, Good	4-Mar
Transfer Station	CARRIER, Model 50TFQ008-A-511, SN 4904G11582, 7.5 Ton Standard efficiency heat pump, 208/230 Volt, 3 Phase, 60 Hertz	1	Condition: Used, Good, Industry standard	4-Mar
Transfer Station	CARRIER, Model 50TFQ008-A-511, SN 4904G11584, 7.5 Ton Standard efficiency heat pump, 208/230 Volt, 3 Phase, 60 Hertz	1	Condition: Used, Good, Industry standard	4-Mar
Fleet Shop	GENERAL ELECTRIC, 200 AMP, 50 HP	2	Service Disconnected	7-Mar
Fleet Shop	ITE Panel Board, 120/208, 3 Phase, 100 AMP	2	Several different breakers included	7-Mar
Fleet Shop	GENERAL ELECTRIC, A Series, Type 1, Panel Board	1		7-Mar
Fleet Shop	M59 Wall Pack, 600 Volts, 1500 Watts Max	7		7-Mar
Chappell Building	GENERAL ELECTRIC, Power Mark Plus Load Center, Type 1/ 42 Slot	1		7-Mar
Chappell Building	20 AMP Breakers	29	Extra Items	7-Mar
Chappell Building	100 AMP, 3 Pole Breakers	2	Extra Items	7-Mar
Chappell Building	Square "D", 200 AMP, 240 Volts, Safety Switch	2		7-Mar
Chappell Building	OASIS, Water Fountain Chillers	2	Used	7-Mar
Chappell Building	HAWK, Floor Buffing Machine	1	Used	7-Mar
Chappell Building	GENERAL ELECTRIC, Powermark Plus Load Center, Type 1/ 42 Slot	1		7-Mar
Chappell Building	20 AMP Breakers	14		7-Mar
Chappell Building	Envelope Depository	1	Good Condition	7-Mar
Chappell Building	GOLD STAR, Window A/C unit, 5000 BTU/H, 110 Volts	1	Used	7-Mar



# PERSONAL PROPERTY AUCTION CONTRACT

THIS AGREEMENT entered into by and between Dawson CO. Board of Commissioners hereinafter referred to as Seller(s) and Jeff Dobson & Associates PWC hereinafter called Auctioneer.

FOR AND IN CONSIDERATION of the services to be performed by the Auctioneer, the undersigned Seller(s) of the property hereinafter described, hereby employs and grants the Auctioneer the EXCLUSIVE RIGHT TO SELL the following described personal property:

See Attached

and as set out in Exhibit A hereto attached and made a part hereof by reference (Auction) Located at: 160 McClure Street  
City Canton County of Cherokee State GA

The right to sell specifically includes the right to sell the above described property at Public Auction, to the highest bidder(s) on the premises on or about May 7th, 20 16 or up to 90 days prior to or after said approximate date. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold prior to auction date, or within 90 days after said date. In event of postponement because of Act of God, the auction shall be held at a later date agreeable to both parties, not later than 90 days after initial auction date. Seller(s) warrants and represents to the Auctioneer that Seller(s) owns, has full authority and lawful power to sell and shall deliver title to the above described property, free and clear of all claims, encumbrances or indebtedness, and that said property can be sold at auction without violation of any Federal, State or other regulations except as noted herewith:

Mortgage or Lien Holder on Personal Property	Address	Unpaid Bal.
1. <u>NAF</u>		
2. <u>E</u>		
3. <u>E</u>		

Seller(s) agrees to pay all expenses of preparation, advertising and conducting the auction sale. The advertising expense to market and advertise this auction will be \$ NA. Seller agrees to pay said costs and herewith tenders to

Auctioneer, NA Dollars ( NA ) to be used as deposit in defraying said expenses, receipt hereof being hereby acknowledged. Auctioneer shall expend this money as necessary for purposes relative only to

this auction. Clerking and Cashiering charges shall be paid by Auctioneer. Further conditions Seller To deliver Items To Fair Grounds, From 27th May 1st - 5th

Seller herewith agrees to the following payment method for buyers: Cash CC Approved checks  
Auctioneer DOES / ~~DOES NOT~~ guarantee collection of checks and if so charges an extra 0 % on final check total for this service. Auctioneer WILL / ~~WILL NOT~~ offer credit card merchant services for this auction and if so charges an extra 0 % on final credit card total for this service. Payment of proceeds to seller, less expenses and commissions, will be made within 20 days after cashier's final closeout of auction. Seller(s) agree that all expenses and auction commissions shall be deducted before payment of any liens. State Sales Tax WILL / ~~WILL NOT~~ be collected at this auction and if so will be remitted by AUCTIONEER / ~~Seller(s)~~. Seller(s) agrees this auction will be conducted on an ABSOLUTE / ~~RESERVED~~ basis.

## THE AUCTIONEER SHALL:

- (A) Sell said property, using his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the auction sale.
- (B) Keep accurate records of said sale, and permit Seller(s) to examine same. Seller(s) to be furnished a copy of said records.
- (C) Receive as compensation for promoting, advertising and conducting said auction sale Five % (percent) of gross selling price, which shall be payable by the Seller(s) at the auction site, immediately following said auction, or deducted from Seller's proceeds on day of auction. A Ten % Buyer's Premium WILL / ~~WILL NOT~~ be charged and if so will be divided Zero % to Seller(s) and Ten % to Auctioneers in addition to stated commission or as follows:

## THE SELLER SHALL:

- (A) Maintain and provide premises in which said property is located, and furnish light, water, license, personal and public liability insurance. Seller(s) SHALL / ~~SHALL NOT~~ provide labor in assisting with this auction sale, set-up and check-out.
- (B) Not sell, dispose of or otherwise withdraw from said auction sale any part of said property or refuse to submit said property, or any part thereof.
- (C) Not interfere, prevent or prohibit auctioneer, in any manner, prior to or during auction, from carrying out his duties and obligations of this agreement.
- (D) In the event of breach of covenants contained herein, pay the auctioneer as liquidated damages, all advertising and other expenses incurred and a commission of Ten Percent (10%) of the appraised value of said property, prior to auction being cancelled.

Further Conditions \_\_\_\_\_

Auctioneer is acting as agent only and represents the Seller(s) in this transaction. Nothing herein contained shall be construed to or constitute the parties hereto as partners. In the event it becomes necessary for either party to collect any sum or sums due through legal action, Seller(s) waives venue and agrees to pay all costs and expenses of such an action, including reasonable attorney's fees. This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Seller(s) have read the foregoing contract and thoroughly understand the contents thereof; and further represent the statements hereof are made by them as true to the best of their knowledge, and that this contract contains and sets out the entire agreement of the parties.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 16

at \_\_\_\_\_ County, \_\_\_\_\_

AUCTIONEER Jeff J. Dobson SELLER \_\_\_\_\_  
GAL 2290 SIGNATURE REPRESENTS PERSONAL GUARANTY

**Backup material for agenda item:**

7. Consideration of Geographic Name Recommendation (Logan Creek)



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Administration

Presenter: Randall Dowling

Submitted By: Ginny Tarver

Date Submitted: 03/25/2016

Item of Business/Agenda Title: Geographic Name Recommendation (Logan Creek)

**Attach an Executive Summary fully describing all elements of the item of business. X (Attached)**

## THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR X Commission Action Needed.**

Is there a deadline on this item? If so, Explain: none

Purpose of Request: Jean & Larry Clowney, local residents, submitted a proposal to the US Board on Geographic Names to apply the name Logan Creek to a stream that flows into Lake Sidney Lanier.

Department Recommendation: The staff recommends the Board of Commissioners vote to recommend that the US Board on Geographic Names either approve the proposed name, reject the proposed name, take other action as specified, or render a decision without the Board's recommendation.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

**X** No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☐ Yes Explanation/ Additional Information: \_\_\_\_\_

**X** No

Amount Requested: n/a

Amount Budgeted: n/a

Fund Name and Account Number: n/a

## Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Authorization: Randall Dowling Work Session Date: 4-14-16

Comments: \_\_\_\_\_

Attachments: Yes





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Geographic Name Recommendation (Logan Creek)

**DATE:** 03/25/2016

☒ **RECOMMENDATION**  
☐ **POLICY DISCUSSION**  
☐ **STATUS REPORT**  
☐ **OTHER**

**BUDGET INFORMATION:** n/a

**ANNUAL-  
CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** 04/21/2016 (Voting Session)

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**PURPOSE:** Jean & Larry Clowney, local residents, submitted a proposal to the US Board on Geographic Names to apply the name Logan Creek to a stream that flows into Lake Sidney Lanier.

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**HISTORY:** The Clowneys, who live along the stream, wish to honor Lieutenant Andrew J. Logan (see attachment for details regarding Andrew J. Logan). The name Logan Creek is proposed for a 0.9 mile-long stream in Dawson County. The stream heads on property owned by the Clowneys, and then flows southeast into land administered by the US Army Corps of Engineers along Lake Sidney Lanier.

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**FACTS AND ISSUES:** The US Board on Geographic Names is responding to the Clowneys' request and is requesting local and official opinion from the Dawson County Board of Commissioners.

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**OPTIONS:** Four options: (1) Vote to approve the proposed name (2) Vote to reject the proposed name (3) Vote to take other action as specified by the BOC (4) Vote to allow the US Board on Geographic Names to render a decision without a recommendation

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**RECOMMENDED SAMPLE MOTION:**

Motion to recommend that the US Board on Geographic Names approve the proposed name Logan Creek be applied to a stream that flows into Lake Sidney Lanier.

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**DEPARTMENT:**

Prepared by: Ginny Tarver

Director: Randall Dowling

March 14, 2016

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

[chairman@dawsoncounty.org](mailto:chairman@dawsoncounty.org)

Issue: Proposal to apply a new name to a stream in eastern Dawson County

Dear chairman Berg:

As you may know, the U.S. Board on Geographic Names (BGN) is responsible by law for standardizing geographic names for use by the departments and agencies of the Federal government. A resident of Dawsonville has submitted a proposal to the BGN to apply the new name Logan Creek to a stream that flows into Lake Sidney Lanier. Because local opinion is important to the BGN, we would like the official opinion of Dawson County and the Dawson County Commissioners concerning this name issue. We also ask that you share this request with any offices or others who might have an interest in this proposal.

This proposal is included on the BGN's current Review List (#423) posted at:  
[http://geonames.usgs.gov/domestic/quarterly\\_list.htm](http://geonames.usgs.gov/domestic/quarterly_list.htm).

The proponent, who lives next along the stream wishes to honor Lieutenant Andrew J. Logan (1834-1914), paymaster for the 52nd Georgia Infantry and representative for Dawson County at the 1865 Georgia Constitutional Convention. The 52nd Georgia Infantry was stationed in Dawson County at one point.

Please see the attached proposal for more information (the proponent originally submitted biographical information about two different men named Andrew Logan). Also attached are the the staff's case summary, a map showing the location of the stream, and a Geographic Name Proposal Recommendation form to facilitate a response from your office.

Thank you for your consideration of this request and we look forward to hearing from you. Please feel free to share this request with others who may have an interest in the matter. Meanwhile, if you have any questions, please don't hesitate to contact us. We may be contacted by mail at the address below; by telephone at (703) 648-4552; by fax at (703) 648-4549; or by e-mail at [BGNEXEC@usgs.gov](mailto:BGNEXEC@usgs.gov).

Sincerely,

Matt O'Donnell, research staff  
For Lou Yost, Executive Secretary  
U.S. Board on Geographic Names  
U.S. Geological Survey  
12201 Sunrise Valley Drive  
MS 523  
Reston VA 20192-0523

cc:

Sharon R. Fausett

James Swafford

Jimmy Hamby

Julie Hughes Nix

Danielle Yarbrough, Dawson County Clerk

Dr. Steven W. Engerrand

George Heleine

Matt O'Donnell | ATA Services, Inc.

Contractor in support of U.S. Board on Geographic Names | Domestic Names Committee

Phone/fax: 703.648.4553 / 703.648.4549

Email: [mjodonnell@usgs.gov](mailto:mjodonnell@usgs.gov)

Room 1C112 (in library offices)



Approved

Promulgation authorized  
Executive Secretary  
Domestic Geographic Names

UNITED STATES  
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

**Logan Creek:** stream; 0.9 mi. long; heads 1.2 mi. NE of Lumpkin at 34°22'38"N, 84°01'24"W, flows SE to enter Lake Sidney Lanier; the name honors Lieutenant Andrew J. Logan (1834-1914), paymaster for the 52<sup>nd</sup> Georgia Infantry; Dawson County, Georgia; 34°22'11"N, 84°00'46"W; USGS map - Coal Mountain 1:24,000 (mouth).

Mouth: [http://geonames.usgs.gov/pls/gazpublic/getesricoor?p\\_lat=34.36964&p\\_longi=-84.01283](http://geonames.usgs.gov/pls/gazpublic/getesricoor?p_lat=34.36964&p_longi=-84.01283)

Source: [http://geonames.usgs.gov/pls/gazpublic/getesricoor?p\\_lat=34.37733&p\\_longi=-84.02335](http://geonames.usgs.gov/pls/gazpublic/getesricoor?p_lat=34.37733&p_longi=-84.02335)

Proposal: new commemorative name for an unnamed feature

USGS map: Coal Mountain 1:24,000 (mouth)

Proponent: Jean & Larry Clowney; Dawsonville, GA

Administrative area: Lake Sidney Lanier (U.S. Army Corps of Engineers)

Previous BGN Action: None

Names associated with feature:

GNIS: None found

Local Usage: None found

Published: None found

Case Summary: The new commemorative name Logan Creek is proposed for a 0.9-mile-long stream near Lumpkin in Dawson County. The stream heads on property owned by the proponent and then flows southeast into land administered by the U.S. Army Corps of Engineers along Lake Sidney Lanier.

A native of North Carolina, Andrew J. Logan (1834-1914) moved to Dawson County, Georgia, in 1848, where he lived for the remainder of his life. According to research conducted at the Georgia Archives by the Georgia State Names Authority, Logan was a Judge of the Inferior Court for Dawson County from 1858 to 1861. Federal census records for 1860 list his residence as Dawsonville, which is six miles from the stream in question. There is no evidence that he had any direct association with the stream.

At the beginning of the Civil War, Logan served as a paymaster for the Georgia Militia, and in 1863 he enlisted as a Second Lieutenant in Company I of the 52<sup>nd</sup> Regiment of Georgia Volunteers, Barton's Brigade. In 1864 he was shot in the thigh at the Battle of Resaca near Atlanta. He went on to represent Dawson County at the 1865 Georgia Constitutional Convention, and in 1888 he applied for a Confederate pension. Logan is buried in Concord Baptist Church Cemetery in neighboring Forsyth County.

According to GNIS, Georgia has two streams that have names containing the word "Logan": Logan Creek is 27 miles to the north and Logan Branch is 60 miles to the northwest. Logan Lake and Logan Lake Dam are 30 miles northwest. The community of Loganville is 37 miles to the south.

Proposed by: Jean & Larry Clowney; Dawsonville, GA

Submitted by:

Prepared by: M. O'Donnell

Case ID: 4422

Date: 11/6/15

Date: same

Date: 1/20/16

Quarterly Review List: 423

## Domestic Geographic Name Proposal Summary

## Propose New or Change Name

Name Proposal ID:	8839
Date Created:	05-NOV-15
Date Submitted:	06-NOV-15
Proposed Name:	Logan Creek
Action Requested:	Name an unnamed feature
Existing Name:	-
Uniqueness/Usage:	Input data from GNIS shows name not in use
Locality Used:	No
Locally Used Years:	-
Local Conflict:	No
Local Conflict Detail:	-
Additional Details:	The headwater of this feature starts on my property and flows on southern boundary property line where it empties into Lake Lanier

## Feature Information

GNIS Feature ID:	-
Feature class:	STREAM
Descriptive information:	This is a non trout-bearing stream starting from a spring and flowing along my property to Lake Lanier
Meaning or significance:	Andrew J Logan was a Paymaster in the Civil War stationed in Dawson County on or near this area.
Commemorative:	Yes
Biographical information:	Andrew J Logan served in the 102nd Regiment of the Georgia Militia. Though born in N. Carolina he moved to Georgia during the war and lived out the rest of his natural life.
Supporting materials:	Yes

## Supporting Materials

Filename	Comments
13.jpg	Letter addressed by AJ Logan to General Wayne
A.J. Logan Paymaster.pdf	-
Andrew J Logan Record.pdf	Birth and Census record
4.jpg	Envelope containing letter to General Wayne
AJ Logan Headstone.pdf	Headstone photo

## States and Counties

State Name	County Name
Georgia	Dawson

## Geographic Coordinates

Obtained From	Describe Other	Lat Deg	Min	Sec	Long Deg	Min	Sec	Decimal Lat	Decimal Long	Details
Computer Image	-	-	-	-	-	-	-	34.373803	-84.021109	The data is from the website <a href="http://www.itouchmap.com/Mat/c">http://www.itouchmap.com/Mat/c</a> what was suggested on your website
Computer Image	-	34	22	25.6908	N	84	1	15.9918	W	These coordinates are where the body of water is along the property. The starting point is a little further up but still on sa the data is from the website <a href="http://www.itouchmap.com/Mat/c">http://www.itouchmap.com/Mat/c</a> what was suggested here.

## Administrative Areas

Administrative Area Type	Administrative Area Name	
OTHER (describe in Details field)	This private property is in the governing body of Dawson County but outside the limits of Dawsonville proper. Taxes are paid to the county rather than the city of DAWSONVILLE.	Cc Pr

## Maps and Documents with Name

Source Type	Details
Web Site	These coordinates are where the body of water is visible. The starting point is a little further up but still on same property. Also the data is from the website <a href="http://www.itouchmap.com/Mat/c">http://www.itouchmap.com/Mat/c</a> which is what was suggested here.
Web Site	<a href="http://www.homesnap.com/GA/Dawsonville/293-Oak-Forest-Drive">http://www.homesnap.com/GA/Dawsonville/293-Oak-Forest-Drive</a> this shows the property boundaries
Map	The following link will take you to a topographic map of said property. <a href="https://www.google.com/maps/place/293+Oak+Forest+Dr,+Dawsonville,+GA+30534/@34.374367,-84.0185503,16.94z/data=!4m2!3m1!1s0x885f6202dcee72fb:0x9e94a757bdf2b662!5rhl=en-GB">https://www.google.com/maps/place/293+Oak+Forest+Dr,+Dawsonville,+GA+30534/@34.374367,-84.0185503,16.94z/data=!4m2!3m1!1s0x885f6202dcee72fb:0x9e94a757bdf2b662!5rhl=en-GB</a>

## Other (Variant) Names and Their Source

Source Type	Other (Variant) Name	Details	Source Date
Web Site	Latitude and Longitude of a Point	This map was used to determine coordinates of the proposed body of water name <a href="http://www.itouchmap.com/Mat/long.html">http://www.itouchmap.com/Mat/long.html</a>	2015

## Authorities

Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Occupation	Years
Irvin	Robbie	7063443604	<a href="mailto:rivir@dawsoncounty.org">rivir@dawsoncounty.org</a>	25 Justice Way	Dawsonville	Georgia	30534	Storm Water Stewardship	17

## Submitters and/or Preparers

Role	Last Name	First Name	Phone	Email Address	Physical Address	City	State	Zip	Company	Title
BOTH	Clowney	Jean & Larry	7062161791	<a href="mailto:jeanclaire@windstream.net">jeanclaire@windstream.net</a>	293 Oak Forest Drive	Dawsonville	GA	30534	-	homeowner



U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed Geographic Name Logan Creek

This is to notify the U.S. Board on Geographic Names that:

Dawson County

(Name of government entity, organization, or individual)

Recommends that the U. S. Board on Geographic Names:

☐ **Approve the Proposed Name**

☐ **Reject the Proposed Name**

☐ **Take Action as Specified Below**

☐ **Render a Decision Without Our Recommendation**

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, ZIP Code)

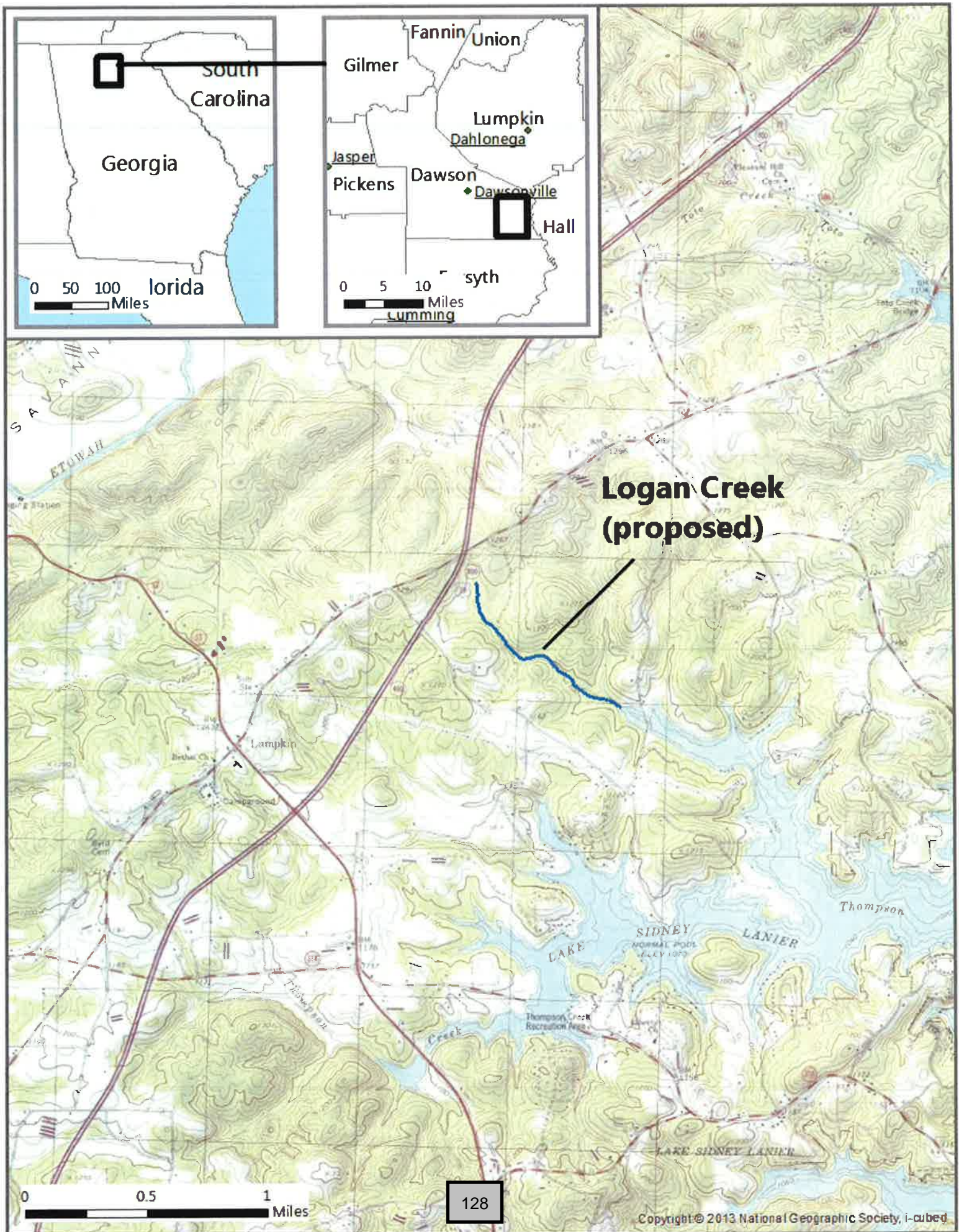
\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Return to: U.S. Board on Geographic Names  
U.S. Geological Survey  
523 National Center  
Reston VA 20192-0523  
Telephone: (703) 648-4552  
Fax: (703) 648-4549  
E-mail: BGNEXEC@usgs.gov





**Backup material for agenda item:**

8. Consideration of Etowah Water and Sewer agreement to allow residents of Dawson County to grow crops on property owned by their entity



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: County Attorney

Presenter: Joey Homans

Submitted By: Ginny Tarver

Date Submitted: April 8, 2016

Item of Business/Agenda Title: Etowah Water and Sewer Authority license agreement to allow residents of Dawson County to grow crops on property owned by the water and sewer authority.

**Attach an Executive Summary fully describing all elements of the item of business. ☐ (Attached)**

### THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR    X    Commission Action Needed.**

Is there a deadline on this item? If so, Explain: No

Purpose of Request: Ratification of Etowah Water and Sewer Authority license agreement dated March 1, 2016 to grow and harvest corn and maintain the access road.

Department Recommendation: Staff recommends the Board discuss this item.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☒ Yes      Explanation/ Additional Information: \_\_\_\_\_

☐ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☐ Yes      Explanation/ Additional Information: \_\_\_\_\_

☒ No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

### Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson Date: 4-8-16

County Manager Authorization: Randall Dowling Work Session Date: 4-14-16

Comments: \_\_\_\_\_







**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Etowah Water and Sewer Authority license agreement to allow residents of Dawson County to grow crops on property owned by the water and sewer authority.

**DATE:** April 14, 2016

**(X) RECOMMENDATION**  
**( ) POLICY DISCUSSION**  
**( ) STATUS REPORT**  
**( ) OTHER**

**BUDGET INFORMATION:** N/A  
**ANNUAL-**  
**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** April 21, 2016

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**PURPOSE:** Ratification of Etowah Water and Sewer Authority license agreement dated March 1, 2016 to grow and harvest corn and maintain the access road.

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**HISTORY:**

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**FACTS AND ISSUES:** Etowah Water and Sewer Authority owns 21+/- acres and leases this property out for row crop and road maintenance. The current license agreement began March 1, 2016 and will terminate on March 1, 2018.

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**OPTIONS:** Three options: (1) Ratify the license agreement as presented, (2) Do not ratify the license agreement as presented, (3) Take no action

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**RECOMMENDED SAMPLE MOTION:**

Board consider ratifying the existing license agreement as presented.

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**DEPARTMENT:**

Prepared by: Ginney Tarver

Director Randall Dowling

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## LIMITED LICENSE AGREEMENT

THIS AGREEMENT made as of the 1st day of March, 2016, by and between the ETOWAH WATER AND SEWER AUTHORITY, a political subdivision of the State of Georgia, (herein called the "Authority") and Tracy Phillips, a (fill in capacity and print. e.g., Georgia corporation, natural person of legal age, etc.) (herein called "Licensee").

WITNESSETH:

WHEREAS, the Authority owns certain property (herein called the "Property") which is located at Dawson Forest Road, Dawson County, Georgia; and,

WHEREAS, the Authority owns said property, namely flood plain areas which have historically been used to grow corn, and

WHEREAS, the parties agree and understand that Licensee desires to grow and harvest corn and maintain the access road on the above-described real property;

NOW THEREFORE, for consideration of ten (\$10.00) dollars and other tangible and valuable consideration in hand paid by Licensee,

The Authority grants, through the duly delegated authority to its General Manager, this LICENSE to enter onto said property for the purposes of growing corn and maintaining the access road during the time period from March 1, 2016 to March 1, 2018.

Licensee understands that by granting this limited license for the above-stated purpose licensee shall not be considered by either party to be an invitee of EWSA or be considered to be under contract with the Authority for the said activities.

Licensee understands and agrees that Licensee shall be responsible for any persons, employees, agents, contractors of licensee or for any persons Licensee brings onto said property during the period of removal of the said structures and further agrees to indemnify and defend the Authority and hold the Authority harmless as against any claims or causes of action (including reasonable attorney's fees, judgments and costs) brought against the Authority by any of the above for any reason whatsoever while on said property for the purposes of this license.

Licensee assumes the risk of physical or other injury to Licensee and any of Licensee's agents, employees and invitees while on the subject property.

Licensee understands and acknowledges that this License and waiver binds the heirs, administrators, executors, personal representatives and assigns of Licensee.

BY: Brooke Anderson  
Brooke Anderson, General Manager

Attest: Sophia Dearwent  
Sophia Dearwent, Executive Assistant

LICENSEE

BY: Tracy Phillips

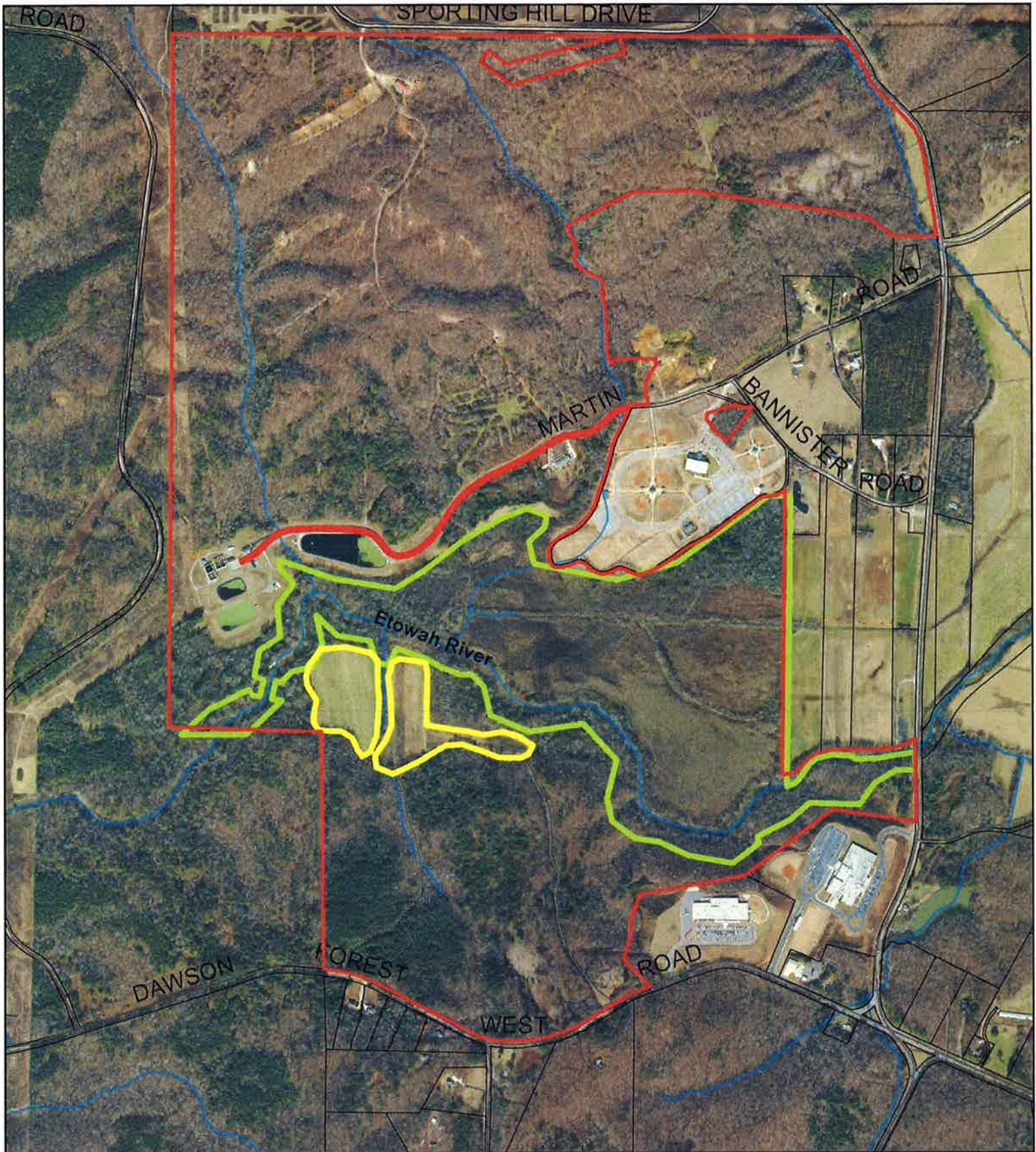
Address: 1253 Shoal Creek Rd

Dawsonville GA 30534

Phone: 706 265 1337

Witness: Frank J Smith





- Legend
- Road Centerline
  - mitigation\_boundary
  - Parcel
  - CountyLine
  - Rivers & Streams
  - Dawsonville

0 250 500 1,000 1,500 2,000  
Feet

**County/EWSA Parcel Highlighted in Red**  
**approx 1100 Acres**  
**Field Area Approx. (21) Acres**  
**highlighted in Yellow**



**Backup material for agenda item:**

9. Consideration of Budget Amendment for the Clerk of Court's Office to cover legal settlement



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Finance on behalf of Clerk of Court

Presenter: Joey Homans, County Attorney

Submitted By: Natalie Johnson

Date Submitted: 04/05/2016

Item of Business/Agenda Title: Budget amendment to transfer funds from General Government to Clerk of Court to fund the Paul Many legal settlement.

**Attach an Executive Summary fully describing all elements of the item of business. ☐ (Attached)**

## THE ITEM IS FOR:

☐ **Work Session presentation only**  
(no action needed)

**OR ☒ Commission Action Needed.**

Is there a deadline on this item? If so, Explain: None

Purpose of Request: Budget amendment to transfer funds from General Government to Clerk of Court to fund the Paul Many legal settlement.

Department Recommendation: Approve budget amendment in the amount of \$4,950.

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

☒ Yes Explanation/ Additional Information: Legal settlement was approved by the County Attorney and signed by the Board Chairman.

☐ No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

☒ Yes Explanation/ Additional Information: Requesting funds to be transferred from General Government – Contingencies account to Clerk of Court's - Payment to Others account to fund the Paul Many legal settlement.

☒ No

Amount Requested: \$4,950

Amount Budgeted: \$50,000 (General Fund Contingencies)

Fund Name and Account Number: 100-00-1500-579000-000 General Fund Contingencies

## Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson Date: 04-05-2016

County Manager Authorization: Randall Dowling Work Session Date: 4-14-16

Comments:

Attachments:



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Budget Amendment to Transfer Funds from General Government to Clerk of Court to Fund the Paul Many Legal Settlement.

**DATE:** 4/5/2016

**(x) RECOMMENDATION**

**BUDGET INFORMATION:**

**( ) POLICY DISCUSSION**

**ANNUAL-**

**( ) STATUS REPORT**

**CAPITAL-**

**( ) OTHER**

**COMMISSION ACTION REQUESTED ON:** 4/21/2016

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**PURPOSE:** To request a budget amendment to transfer funds from General Government to Clerk of Court to fund the Paul Many legal settlement.

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**HISTORY:**

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**FACTS AND ISSUES:**

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**OPTIONS:** Approve budget amendment in the amount of \$4,950 as submitted.

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**RECOMMENDED SAMPLE MOTION:**

Motion to approve budget amendment from General Fund - Contingencies account to the Clerk of Court's - Payment to Others account in the amount of \$4,950 as recommended.

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**DEPARTMENT:**

Prepared by: Natalie Johnson

Director \_\_\_\_\_

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