

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, JUNE 4, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

Louise McPherson - All Created Equal

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on May 21, 2015

G. APPROVAL OF AGENDA

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

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARING

- [1.](#) Soil Erosion and Sedimentation Control Ordinance (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)
- [2.](#) Stormwater Management Ordinance (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)
- [3.](#) Ordinance to amend the compensation of the Chairman and Commissioners (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)

L. UNFINISHED BUSINESS

M. NEW BUSINESS

- [1.](#) Approval of the Firm for the Humane Society's FY 2014 Audit and Request for Extension of Audit Deadline
- [2.](#) Approval of the FY 2016 Legacy Link Contract
- [3.](#) Approval of Bid #253-15 RFP Property and Liability Insurance
For a copy of the bid documents (Exhibit A) click [here](#).
- [5.](#) Approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 9 and Dawson Forest Road Intersection

- [6.](#) Approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection
- [7.](#) Approval of the Georgia Department of Transportation Agreement for Roundabout Support for the SR 53 and SR 183 Intersection
- [8.](#) Approval of the Georgia Trauma Commission Equipment Grant
- [9.](#) Approval of FY 2014 Georgia Trauma Commission Excess Funds
- [10.](#) Approval of FY 2014 Budget Amendments
- [11.](#) Approval of Intergovernmental Agreement with the City of Dawsonville for Animal Control Enforcement

N. ADJOURNMENT

O. PUBLIC COMMENT

Backup material for agenda item:

Minutes of the Voting Session held on May 21, 2015

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MAY 21, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

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

OPENING PRESENTATION: Nancy Stites – Dawson County Family Connection

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Chairman Berg asked Michele Hester to make an announcement regarding Rotary Day at Rock Creek Park. Ms. Hester stated that there would be a grand re-opening of Rotary Island on Saturday, May 30th from 11:00 a.m. to 3:00 p.m. and invited everyone to attend.

Chairman Berg recognized Public Information Coordinator Kristi Hudson for going above and beyond recently to assist a citizen with a lost flash drive that had been left in a computer donated at Electronics Recycling Day.

Chairman Berg also announced that there would be a voting session following next week's work session.

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on May 7, 2015. Nix/Fausett

APPROVAL OF THE AGENDA:

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

PUBLIC COMMENT:

None

ALCOHOL LICENSE HEARING:

None

ZONING:

None

PUBLIC HEARING:

Soil Erosion and Sedimentation Control Ordinance (1st of 2 hearings. 2nd hearing will be held on June 4, 2015)

Chairman Berg asked if there was anyone present who wished to be heard on the matter of the Soil Erosion and Sedimentation Control Ordinance, and hearing none, closed the hearing.

Stormwater Management Ordinance (1st of 2 hearings. 2nd hearing will be held on June 4, 2015)

Chairman Berg asked if there was anyone present who wished to be heard on the matter of the Stormwater Management Ordinance, and hearing none, closed the hearing.

Ordinance to amend the compensation of the Chairman and Commissioners (1st of 2 hearings. 2nd hearing will be held on June 4, 2015)

Chairman Berg asked if there was anyone present who wished to be heard on the matter of the Ordinance to amend the compensation of the Chairman and Commissioners, and hearing none, closed the hearing.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Approval of the 2015/2016 Health Insurance Renewal Plan

Motion passed unanimously to approve Option 3 as recommended of the 2015/2016 Health Insurance Renewal Plan. Swafford/Fausett

Approval of County Extension Personnel Contract/Memorandum of Understanding

Motion passed unanimously to approve the County Extension Personnel Contract/Memorandum of Understanding. Nix/Fausett

Approval of Bid #251-15 IFB Course Aggregates (Gravel) for FY 2016

Motion passed unanimously to award Bid #251-15 IFB Course Aggregates (Gravel) to the only responsive, responsible bidder, Vulcan Materials Company out of Atlanta, Georgia. Hamby/Swafford

Approval of Disaster Declaration Documentation

Motion passed unanimously to approve the Disaster Declaration Documentation. Swafford/Nix

Approval to move forward with public hearings on June 18, 2015 and July 2, 2015 regarding the Social Hosting Ordinance

Motion passed unanimously to move forward with public hearings on June 18, 2015 and July 2, 2015 regarding the Social Hosting Ordinance. Hamby/Fausett

Approval of the Tax Levy Resolution

Motion passed unanimously to approve the Tax Levy Resolution. Nix/Swafford

ADJOURNMENT:

PUBLIC COMMENT:

None

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

DRAFT

Backup material for agenda item:

1. Soil Erosion and Sedimentation Control Ordinance (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)

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

TO ENACT, AMEND, AND UPDATE THE SOIL EROSION AND SEDIMENTATION CONTROL ORDINANCE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES.

In accord with O.C.G.A. § 12-7-4, the Board of Commissioners of Dawson County adopts this ordinance as follows:

SECTION 1: TITLE

This ordinance shall be known as the “Dawson County Soil Erosion and Sedimentation Control Ordinance.”

SECTION 2: DEFINITIONS

1. **Best Management Practices (BMPs):**
These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the ‘Manual for Erosion and Sediment Control in Georgia’ published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
2. **Board:** The Board of Natural Resources.
3. **Buffer:** The area of land immediately adjacent to the banks of state waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat.
4. **Certified Personnel:** A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.
5. **Commission:** The Georgia Soil and Water Conservation Commission (GSWCC).
6. **CPESC:** Certified Professional in Erosion and Sediment Control with current certification by Certified Profession in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.

7. **Cut:** A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to the excavated surface. Also known as excavation.
8. **Dawson County Planning and Development Department:** The Department within Dawson County Government responsible for the implementation and enforcement of this ordinance.
9. **Department:** The Georgia Department of Natural Resources (DNR).
10. **Design Professional:** A professional licensed by the State of Georgia in the field of: engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by Certified Professional in Erosion and Sediment Control Inc.
11. **Director:** The Director of the Environmental Protection Division or an authorized representative.
12. **District:** The Upper Chattahoochee Soil and Water Conservation District.
13. **Division:** The Environmental Protection Division (EPD) of the Department of Natural Resources.
14. **Drainage Structure:** A device composed of a virtually nonerodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purposes.
15. **Erosion:** The process by which land surface is worn away by the action of wind, water, ice or gravity.
16. **Erosion, Sedimentation and Pollution Control Plan:** A plan required by the Erosion and Sedimentation Act, O.C.G.A. Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in section IV.C. of this ordinance.
17. **Fill:** A portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or an excavation.
18. **Final Stabilization:** All soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent

vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.

19. **Finished Grade:** The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.
20. **Grading:** Altering the shape of ground surfaces to a predetermined condition; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.
21. **Ground Elevation:** The original elevation of the ground surface prior to cutting or filling.
22. **Land-Disturbing Activity:** Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section III, Paragraph 5.
23. **Larger Common Plan of Development or Sale:** A contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, “plan” means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.
24. **Local Issuing Authority:** The governing authority of any county or municipality which is certified pursuant to subsection (a) O.C.G.A. 12-7-8. For the purposes of this ordinance, the Local Issuing Authority is Dawson County. The Dawson County Planning and Development Department shall perform duties required unless such duties are otherwise assigned by Dawson County.
25. **Metropolitan River Protection Act (MRPA):** A state law referenced as O.C.G.A. 12-5-440 et.seq. which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.
26. **Natural Ground Surface:** The ground surface in its original state before any grading, excavation or filling.

27. **Nephelometric Turbidity Units (NTU):** Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed or suspended particles are present.
28. **NOI:** A Notice of Intent form provided by EPD for coverage under the State General Permit.
29. **NOT:** A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.
30. **Operator:** The party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.
31. **Outfall:** The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.
32. **Permit:** The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.
33. **Person:** Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.
34. **Phase or Phased:** Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.
35. **Project:** The entire proposed development project regardless of the size of the area of land to be disturbed.
36. **Properly Designed:** Designed in accordance with the design requirements and specifications contained in the “Manual for Erosion and Sediment Control in Georgia” (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.

37. **Roadway Drainage Structure:** A device such as a bridge, culvert, or ditch, composed of a virtually nonerodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled roadway consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.
38. **Sediment:** Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, ice, or gravity as a product of erosion.
39. **Sedimentation:** The process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.
40. **Soil and Water Conservation District Approved Plan:** An erosion, sedimentation and pollution control plan approved in writing by the Upper Chattahoochee Soil and Water Conservation District.
41. **Stabilization:** The process of establishing an enduring soil cover of vegetation by the installation of temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.
42. **State General Permit:** The National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.
43. **State Waters:** Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.
44. **Structural Erosion, Sedimentation and Pollution Control Practices:** Practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures and sediment traps, etc. Such practices can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

45. **Trout Streams:** All streams or portions of streams within the watershed as designated by the Wildlife Resources Division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. 12-5-20, in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.gaepd.org. Streams designated as primary trout waters are defined as water supporting a self- sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

46. **Vegetative Erosion and Sedimentation Control Measures:** Measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover, or
- b. Temporary seeding, producing short-term vegetative cover; or
- c. Sodding, covering areas with a turf of perennial sod-forming grass.

Such measures can be found in the publication *Manual for Erosion and Sediment Control in Georgia*.

47. **Watercourse:** Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

48. **Wetlands:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

SECTION 3: EXEMPTIONS

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968";
2. Granite quarrying and land clearing for such quarrying;

3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, and other related activities which result in minor soil erosion.
4. The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and this paragraph. For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer shall be at least 25 horizontal feet, and no variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority;
5. Agricultural operations as defined in O.C.G.A. § 1-3-3, "definitions", to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chickens, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farm buildings and farm ponds;
6. Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land -disturbing or other activities otherwise prohibited in a buffer, as established in paragraphs (15) and (16) of Section IV C. of this ordinance, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three years after completion of such forestry practices;
7. Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;

8. Any project involving less than one (1) acre of disturbed area; provided, however, that this exemption shall not apply to any land disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre or within 200 feet of the bank of any state waters, and for purposes of this paragraph, "State Waters" excludes channels and drainageways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves less than one acre, which involves land disturbing activity, and which is within 200 feet of any such excluded channel or drainageway, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the Local Issuing Authority from regulating any such project which is not specifically exempted by paragraphs 1, 2, 3, 4, 5, 6, 7, 9 or 10 of this section;
9. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the State Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or the State Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the local issuing authority, the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United states engaged in the generation, transmission, or distribution of power is a secondary permittee for a project located within a

larger common plan of development or sale under the state general permit, in which case the local issuing authority shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and

11. Any public water system reservoir.

SECTION 4: MINIMUM REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL USING BEST MANAGEMENT PRACTICES

A. GENERAL PROVISIONS

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of the ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities which are not exempted by this ordinance shall contain provisions for application of soil erosion, sedimentation and pollution control measures and practices. The provisions shall be incorporated into the erosion, sedimentation and pollution control plans. Soil erosion, sedimentation and pollution control measures and practices shall conform to the minimum requirements of Section IV B. & C. of this ordinance. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion, sedimentation and pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

B. MINIMUM REQUIREMENTS/BMP'S

- 1) Best management practices as set forth in Section IV B. & C. of this ordinance shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of stormwater issued pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act". As used in this subsection the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection(b).
- 2) A discharge of stormwater runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a local Issuing

Authority or by the Division or of any general permit for construction activities issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such discharge results in the turbidity of receiving waters being increased by more than 25 nephelometric turbidity units for waters supporting warm water fisheries or by more than ten nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the Director. This paragraph shall not apply to any land disturbance associated with the construction of single family homes which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.

- 3) Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a local Issuing Authority or by the Division or any general permit for construction activities issued by the Division pursuant to subsection (f) of Code Section 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
- 4) The Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land disturbing activities occur.
- 5) The LIA may set more stringent buffer requirements than stated in C.15 and 16., in light of O.C.G.A. § 12-7-6 (c).

C. The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. seq. for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the *Manual for Erosion and Sediment Control in Georgia* published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion;
2. Cut-fill operations must be kept to a minimum;
3. Development plans must conform to topography and soil type so as to create the lowest practicable erosion potential;
4. Whenever feasible, natural vegetation shall be retained, protected and supplemented;

5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
6. Disturbed soil shall be stabilized as quickly as practicable;
7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
8. Permanent vegetation and structural erosion control practices shall be installed as soon as practicable;
9. To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. § 12-7-1 et. seq.;
10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
11. Cuts and fills may not endanger adjoining property;
12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any case that such crossings are kept to a minimum;
14. Land-disturbing activity plans for erosion and sedimentation control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Section IV B.2. of this ordinance;
15. Except as provided in paragraph (20) of this subsection, there is established a 25 foot buffer along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the Director pursuant to O.C.G.A. § 12-2-8, or where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are

implemented; or along any ephemeral stream. As used in this provision, the term 'ephemeral stream' means a stream: that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow, Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act", shall remain in force unless a variance is granted by the Director as provided in this paragraph. The following requirements shall apply to any such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
- b. The buffer shall not apply to the following land-disturbing activities, provided they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream Crossings for water lines; or (ii) Stream crossings for sewer lines; and

16. There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be

constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer:

- a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed: provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and
 - b. The buffer shall not apply to the following land-disturbing activities, provided they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream Crossings for water lines; or (ii) Stream crossings for sewer lines.
17. Construction site operators shall control waste at the construction site, such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste.

- D. Nothing contained in O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions which contain stream buffer requirements that exceed the minimum requirements in Section IV B. & C. of this ordinance.
- E. The fact that land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.

SECTION 5: APPLICATION/PERMIT PROCESS

A. GENERAL

The property owner, developer and designated planners and engineers shall design and review before submittal the general development plans. The Local Issuing Authority shall review the tract to be developed and the area surrounding such tract and the zoning ordinance, storm water management ordinance, subdivision ordinance, flood damage prevention ordinance, this ordinance, and any other ordinances, rules, regulations or permit, that regulate the development of land within the jurisdictional boundaries of the Local Issuing Authority. However, the property owner is the only party who may obtain a permit.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the jurisdictional boundaries of Dawson County without first obtaining a permit from the Planning and Development Department of Dawson County to perform such activity.
2. The application for a permit shall be submitted to of the Dawson County Planning and Development Department and must include the applicant's erosion and sedimentation control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section V C. of this ordinance. Soil erosion and sedimentation control plans shall conform to the provisions of Section IV B. & C. of this ordinance. Applications for a permit will not be accepted unless accompanied by three copies of the applicant's soil erosion and sedimentation control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan or that such a visit was not required in accordance with rules and regulations established by the board.
3. Fees shall be charged in accordance with the Dawson County Planning and Development Fee Schedule.

4. In addition to the local permitting fees, fees will also be assessed pursuant to paragraph (5) subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the division, regardless of the existence of a local issuing authority in the jurisdiction.
5. Immediately upon receipt of an application and plan for a permit, the Local Issuing Authority shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion and sedimentation control plan. A District shall approve or disapprove a plan within 35 days of receipt. Failure of a District to act within 35 days shall be considered an approval of the pending plan. The results of the District review shall be forwarded to the Local Issuing Authority. No permit will be issued unless the plan has been approved by the District, and any variances required by Section IV C. 15. & 16. and bonding, if required as per Section V B.7. (b), have been obtained. Such review will not be required if the Local Issuing Authority and the District have entered into an agreement which allows the Local Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District. The Local Issuing Authority with plan review authority shall approve or disapprove a revised Plan submittal within 35 days of receipt. Failure of the Local Issuing Authority with plan review authority to act within 35 days shall be considered an approval of the revised Plan submittal.
6. If a permit applicant has had two or more violations of previous permits, this ordinance section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing of the application under consideration, the Local Issuing Authority may deny the permit application.
7. The Issuing Authority may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding, \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this ordinance or with the conditions of the permit after issuance, the Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an ordinance or statute specifically providing for hearing and judicial review of any determination or order of the Local Issuing Authority with respect to alleged permit

violations.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the minimum requirements as contained in Section IV B. & C. of this ordinance, or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The *Manual for Erosion and Sediment Control in Georgia* is hereby incorporated by reference into this ordinance. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, or inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
2. Data Required for Site Plan shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
3. Maintenance of all soil erosion and sedimentation control practices, whether temporary or permanent, shall be at all times the responsibility of the property owner.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the Local Issuing Authority of a completed application, providing variances and bonding are obtained, where necessary and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
2. No permit shall be issued by the Local Issuing Authority unless the erosion and sedimentation control plan has been approved by the District and the Local Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Section IV C. 15. & 16. are obtained, bonding requirements, if necessary, as per Section V B. 7 (b) are met and all

ordinances and rules and regulations in affect within the jurisdictional boundaries of the Local Issuing Authority are met. If the permit is denied, the reason for denial shall be furnished to the applicant.

3. Any land-disturbing activities by a local issuing authority shall be subject to the same requirements of this ordinance, and any other ordinances relating to land development, as are applied to private persons and the division shall enforce such requirements upon the local issuing authority.
4. If the tract is to be developed in phases, then a separate permit shall be required for each phase.
5. The permit may be suspended, revoked, or modified by the Local Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
6. The LIA may reject a permit application if the applicant has had two or more violations of previous permits or the Erosion and Sedimentation Act permit requirements within three years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).
7. No permit shall be issued unless the applicant provides a statement by the Tax Commissioner's Office certifying that all ad valorem taxes levied against the property and due and owing have been paid.

SECTION 6: INSPECTION AND ENFORCEMENT

- A. The Planning and Development Department or designee will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the Local Issuing Authority shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is

deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be in violation of this ordinance.

- B. The Planning and Development Department or designee shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.
- C. No person shall refuse entry or access to any authorized representative or agent of the Local Issuing authority, the Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.
- D. The Districts or the Commission or both shall periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The Districts or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion and sedimentation control program. The Districts or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- E. The District or the Commission or both shall semi-annually review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission or both may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion, sedimentation and pollution control program. The District or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.
- F. The Division may periodically review the actions of counties and municipalities which have been certified as Local Issuing Authorities pursuant to Code Section 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinance and review of conformance with an agreement, if any, between the district and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or

enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), the Division shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a Local Issuing Authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the division, the division shall revoke the certification of the county or municipality as a Local Issuing Authority.

SECTION 7: PENALTIES AND INCENTIVES

A. FAILURE TO OBTAIN A PERMIT FOR LAND-DISTURBING ACTIVITY

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Local Issuing Authority.

B. STOP-WORK ORDERS

1. For the first and second violations of the provisions of this ordinance, the Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provide, however, that, if the violation presents and imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the Director or Local Issuing Authority shall issue an immediate stop-work order in lieu of a warning;
2. For a third and each subsequent violation, the Director or Local Issuing Authority shall issue an immediate stop-work order; and;
3. All stop-work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
4. When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the Local Issuing Authority or by the director or his or her designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the Local Issuing Authority or by the director or his or her designee. All such stop work orders shall be effective immediately upon issuance and shall

be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land-disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.

C. BOND FORFEITURE

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to the other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section V B. 7. The Local Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. MONETARY PENALTIES

1. Any person who violates any provisions of this ordinance, the rules and regulations adopted pursuant hereto, **or any** permit condition or limitation established pursuant to this ordinance or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director issued as provided in this ordinance shall be liable for a civil penalty not to exceed \$2,500.00 per day. For the purpose of enforcing the provisions of this ordinance, notwithstanding any provisions in any City charter to the contrary, municipal courts shall be authorized to impose penalty not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Each day during which violation or failure or refusal to comply continues shall be a separate violation.

SECTION 8: EDUCATION AND CERTIFICATION

- A. Persons involved in land development design, review, permitting, construction, monitoring, or inspection or any land-disturbing activity shall meet the education and training certification requirements, dependent on their level of involvement with the

process, as developed by the commission in consultation with the division and the stakeholder advisory board created pursuant to O.C.G.A. 12-7-20.

- B. For each site on which land-disturbing activity occurs, each entity or person acting as either a primary, secondary, or tertiary permittee, as defined in the state general permit, shall have as a minimum one person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- C. Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this ordinance.
- D. If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee shall meet those educational requirements specified in paragraph (4) of subsection (b) of O.C.G.A. 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph.
- E.

SECTION 9: ADMINISTRATIVE APPEAL JUDICIAL REVIEW

A. ADMINISTRATIVE REMEDIES

The suspension, revocation, modification or grant with condition of a permit by the Local Issuing Authority upon finding that the holder is not in compliance with the approved erosion and sediment control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the Dawson County Board of Commissioners within 30 days after receipt by the Local Issuing Authority of written notice of appeal.

B. JUDICIAL REVIEW

Any person, aggrieved by a decision or order of the Local Issuing Authority, after exhausting administrative remedies, shall have the right to appeal through certiorari to the Superior Court of Dawson County in accord with O.C.G.A. § 5-4-1, et seq.

SECTION 10: EFFECTIVE, VALIDITY AND LIABILITY

A. EFFECTIVE

This ordinance shall become effective on the ____ day of _____, 2015.

B. VALIDITY

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decision shall not effect the remaining portions of this ordinance.

C. LIABILITY

1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or District for damage to any person or property.
2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this ordinance or the terms of the permit.
3. No provision of this ordinance shall permit any persons to violate Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.

D. REPEALER

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

This ____ day of _____, 2015.

ATTEST:

Dawson County
Board of Commissioners

Danielle Yarbrough, County Clerk

By: _____
Mike Berg, Chairman

Dates of Advertisement:

May 13, 2015

May 20, 2015

Dates of Public Hearings:

May 21, 2015

June 4, 2015

Vote: Yes _____

 No _____

Backup material for agenda item:

2. Stormwater Management Ordinance (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)

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

**REGULATING STORM WATER MANAGEMENT; TO PROVIDE FOR
ENFORCEMENT AND PENALTIES; TO PROVIDE FOR SEVERABILITY; TO
REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

WHEREAS, land development projects and other land use conversions, and the associated changes to land cover, permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, which increases flooding, stream channel erosion, and sediment transport and deposits; and

WHEREAS, land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters; and

WHEREAS, the impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, other property, drinking water supplies, recreational areas, fish and other aquatic life, and other uses of land and water; and

WHEREAS, the adverse impacts of post development stormwater runoff quantity and quality can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment, through the use of structural facilities and nonstructural measures, such as the conservation of open space and greenspace areas; and

WHEREAS, local governments within the State of Georgia are required to comply with State and Federal laws, regulations and permits that address the impacts of post-development stormwater runoff quality and nonpoint source pollution;

NOW, THEREFORE, the Board of Commissioners of Dawson County adopt this ordinance establishing stormwater management policies to provide reasonable guidance for the regulation of post-development stormwater runoff to protect local water resources from degradation and to promote public health, safety, and general welfare by controlling and minimizing increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

Section 1. General Provisions

1.1. Purpose and Intent

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:

- (1) Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
- (2) Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, streambank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
- (3) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- (4) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
- (5) Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable.
- (6) Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and,
- (7) Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

1.2. Applicability

- (1) This ordinance shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to Subsection 2 below. These standards apply to any new development or redevelopment site that meets one or more of the following criteria:
 - a. New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of 1 acre or more;
 - b. Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of one (1) acre or more;
 - c. Any new development or redevelopment, regardless of size, that is defined by the Dawson County Stormwater Manager to be a hotspot land use; or,
 - d. Land development activities that are smaller than the minimum applicability criteria set forth in items A and B above if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.

- (2) The following activities are exempt from this ordinance:
 - a. Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
 - b. Additions or modifications to existing single-family or duplex residential structures;
 - c. Agricultural or silvicultural land management activities within areas zoned for these activities; and,
 - d. Repairs to any stormwater management facility or practice deemed necessary by the Dawson County Stormwater Manager.

1.3. Designation of Ordinance Administrator

The Dawson County Stormwater Manager is hereby appointed to administer and implement the provisions of this ordinance.

1.4. Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

1.5. Stormwater Design Manual

Dawson County will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the Georgia Stormwater Management Manual and any relevant local addenda, for the proper implementation of the requirements of this ordinance. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.

Section 2. Definitions

Applicant means a person submitting a post-development stormwater management application and plan for approval.

Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Conservation Easement means an agreement between a land owner and the **(local jurisdiction)** or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention Facility means a detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer means a person who undertakes land development activities.

Development means a land development or land development project.

Drainage Easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Erosion and Sedimentation Control Plan means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended Detention means the detention of stormwater runoff for an extended period, typically 24 hours or greater.

Extreme Flood Protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Greenspace or Open Space means permanently protected areas of the site that are preserved in a natural state.

Hotspot means an area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Hydrologic Soil Group (HSG) means a Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

Impervious Cover means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. Impervious surfaces include, but are not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Industrial Stormwater Permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Jurisdictional Wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land Development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

Land Development Activities means those actions or activities which comprise, facilitate or result in land development.

Land Development Project means a discrete land development undertaking.

Inspection and Maintenance Agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project,

which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

New Development means a land development activity on a previously undeveloped site.

Nonpoint Source Pollution means a form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural Stormwater Management Practice or **Nonstructural Practice** means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Off-Site Facility means a stormwater management facility located outside the boundaries of the site.

On-Site Facility means a stormwater management facility located within the boundaries of the site.

Overbank Flood Protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the 2-year through 25-year frequency storm events.

Owner means the legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Permit means the permit issued by Dawson County to the applicant which is required for undertaking any land development activity.

Person means, except to the extent exempted from this ordinance, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

Post-development refers to the time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary

grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Project means a land development project.

Redevelopment means a land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional Stormwater Management Facility or **Regional Facility** means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Runoff means stormwater runoff.

Site means the parcel of land being developed, or the portion thereof on which the land development project is located.

Stormwater Better Site Design means nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. Stormwater better site design includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater Management means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater Management Facility means any infrastructure that controls or conveys stormwater runoff.

Stormwater Management Measure means any stormwater management facility or nonstructural stormwater practice.

Stormwater Management Plan means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this ordinance.

Stormwater Management System means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater Retrofit means a stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater Runoff means the flow of surface water resulting from precipitation.

Structural Stormwater Control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics

of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Section 3. Permit Procedures and Requirements

3.1. Permit Application Requirements

Permitting of Land Disturbing Activities is covered under the Dawson County Soil Erosion and Sedimentation Control Ordinance. The information required in this ordinance is in addendum to the E&S ordinance.

No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.

Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to Dawson County a permit application in accordance with the procedures established in the Dawson County Soil Erosion and Sedimentation Control Ordinance on a form provided by Dawson County for that purpose.

Unless otherwise exempted by this ordinance, a permit application shall be accompanied by the following items in order to be considered:

- (1) Stormwater concept plan and consultation meeting certification in accordance with Section 3.2;
- (2) Stormwater management plan in accordance with Section 3.3;
- (3) Inspection and maintenance agreement in accordance with Section 3.4, if applicable.

3.2. Stormwater Concept Plan and Consultation Meeting

Before any stormwater management permit application is submitted, it is recommended that the land owner or developer [shall] meet with Dawson County for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting should [shall] take place at the time of the

preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

To accomplish this goal the following information should [shall] be included in the concept plan which should [shall] be submitted in advance of the meeting:

A. Existing Conditions / Proposed Site Plans

Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

B. Natural Resources Inventory

A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

C. Stormwater Management System Concept Plan

A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.

Local watershed plans, and any relevant resource protection plans will be consulted in the discussion of the concept plan.

3.3. Stormwater Management Plan Requirements

The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the

requirements of this ordinance, including the performance criteria set forth in Section 4 below.

This plan shall be in accordance with the criteria established in this section and be prepared under the direct supervisory control of either a registered Professional Engineer or a registered Landscape Architect licensed in the state of Georgia. Section C, D, E and F shall be prepared under the direct supervisory control of a registered Professional Engineer, who shall seal and sign the work. Portions of the overall plan may be prepared and stamped by a registered Land Surveyor licensed in the state of Georgia as appropriate, such as boundary surveys, contour maps, erosion and sedimentation control plans.

The stormwater management plan must ensure that the requirements and criteria in this ordinance are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative, and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the stormwater design manual. This includes:

A. Common address and legal description of site

B. Vicinity Map

C. Existing Conditions Hydrologic Analysis

The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each sub-basin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using the established guidelines for the portion of the site undergoing land development activities.

D. Post-Development Hydrologic Analysis

The post-development hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of

developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each sub-basin affected by the project; calculations for determining the runoff volumes that need to be addressed for each sub-basin for the development project to meet the post-development stormwater management performance criteria in Section 4; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the performance criteria in Section 4 must be met for the stormwater runoff from the entire site.

E. Stormwater Management System

The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the selected structural stormwater controls will be appropriate and effective; cross-section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 4; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local environmental protection plans.

F. Post-Development Downstream Analysis

A downstream peak flow analysis which includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the

report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is 10 percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.

G. Construction-Phase Erosion and Sedimentation Control Plan

An erosion and sedimentation control plan in accordance with the Dawson County Erosion and Sedimentation Control Ordinance. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.

H. Landscaping and Open Space Plan

A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings; descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.

I. Operations and Maintenance Plan

Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

J. Maintenance Access Easements

The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.

K. Inspection and Maintenance Agreements

Unless an on-site stormwater management facility or practice is dedicated to and accepted by Dawson County as provided in Section 3.4 below, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 3.4.

L. Evidence of Acquisition of Applicable Local and Non-local Permits

The applicant shall certify and provide documentation to Dawson County that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.

3.4. Stormwater Management Inspection and Maintenance Agreements

Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which Dawson County requires ongoing maintenance, the applicant or owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by Dawson County, execute an inspection and maintenance agreement, and/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.

The inspection and maintenance agreement, if applicable, must be approved by Dawson County prior to plan approval, and recorded in the deed records upon final plat approval.

The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site, the person to be permanently responsible for its inspection and maintenance.

As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.

In addition to enforcing the terms of the inspection and maintenance agreement, Dawson County may also enforce all of the provisions for ongoing inspection and maintenance in Section 6 of this ordinance.

Dawson County, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

3.5 Modifications for Off-Site Facilities

The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally-obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.

A stormwater management plan must be submitted to Dawson County which shows the adequacy of the off-site or regional facility.

To be eligible for a modification, the applicant must demonstrate to the satisfaction of Dawson County that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:

- (1) Increased threat of flood damage to public health, life, and property;
- (2) Deterioration of existing culverts, bridges, dams, and other structures;
- (3) Accelerated streambank or streambed erosion or siltation;
- (4) Degradation of in-stream biological functions or habitat; or

- (5) Water quality impairment in violation of State water quality standards, and/or violation of any state or federal regulations.

Section 4. Post-Development Stormwater Management Performance Criteria

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

4.1. Water Quality

All stormwater runoff generated from sites contained in the EPA designated urbanized area covered by the Dawson County Stormwater Management Plan shall be adequately treated before discharge. The stormwater management system shall be designed to remove 80% of the average annual post-development total suspended solids (TSS) load as defined in the Georgia Stormwater Management Manual. It will be presumed that a stormwater management system complies with this requirement if:

- (1) It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Georgia Stormwater Management Manual;
- (2) Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Georgia Stormwater Management Manual; and,
- (3) Runoff from hotspot land uses and activities identified by Dawson County are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.

4.2. Stream Channel Protection

Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:

- (1) Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
- (2) 24-hour extended detention storage of the 1-year, 24-hour return frequency storm event;
- (3) Erosion prevention measures such as energy dissipation and velocity control.

4.3. Overbank Flooding Protection

Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the 1-year, 24-hour storm under Section 4.2 is exempted, then peak discharge rate attenuation of the 2-year through the 25-year return frequency storm event must be provided.

4.4. Extreme Flooding Protection

Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24 hour return frequency storm event such that flooding is not exacerbated.

4.5. Structural Stormwater Controls

All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Georgia Stormwater Management Manual. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Georgia Stormwater Management Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from Dawson County before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, Dawson County may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question.

Applicants shall consult the Georgia Stormwater Management Manual for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

4.6. Stormwater Credits for Nonstructural Measures

The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under Section 4.1. The applicant may, if approved by Dawson County, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements which identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the Georgia Stormwater Management Manual.

4.7. Drainage System Guidelines

Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public right-of-ways. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:

- (1) Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;
- (2) All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and,
- (3) Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.

4.8. Dam Design Guidelines

Any land disturbing activity that involves a site which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.

Section 5. Construction Inspections of Post-Development Stormwater Management System

5.1. Inspections to Ensure Plan Compliance During Construction

Periodic inspections of the stormwater management system construction shall be conducted by the Dawson County Stormwater Management Office or conducted and certified by a professional engineer who has been approved by Dawson County. Construction inspections shall utilize the approved stormwater management plan for establishing compliance.

All inspections shall be documented with written reports that contain the following information:

- (1) The date and location of the inspection;
- (2) Whether construction is in compliance with the approved stormwater management plan;
- (3) Variations from the approved construction specifications; and,

- (4) Any other variations or violations of the conditions of the approved stormwater management plan.
- (5) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed.

If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

5.2. Final Inspection and As Built Plans

Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual “as built” plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and practices and must be certified by a Professional Engineer. A final inspection by Dawson County is required before the release of any Certificates of Occupancy or Certificates of Completion can occur.

Section 6. Ongoing Inspection and Maintenance of Stormwater Facilities and Practices

6.1. Long-Term Maintenance Inspection of Stormwater Facilities and Practices

Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance.

A stormwater management facility or practice shall be inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, Dawson County shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures shall be completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance

agreement, Dawson County, may correct the violation as provided in Subsection 6.4 hereof.

Inspection programs by Dawson County may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.

6.2. Right-of-Entry for Inspection

The terms of the inspection and maintenance agreement shall provide for Dawson County to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.

6.3. Records of Maintenance Activities

Parties responsible for the operation and maintenance of a stormwater management facility shall provide records of all maintenance and repairs to Dawson County annually.

6.4. Failure to Maintain

If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, Dawson County, after thirty (30) days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. Dawson County may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

Section 7. Violations, Enforcement and Penalties

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such

equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

7.1. Notice of Violation

If Dawson County determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it a written notice of violation shall issue to the applicant or other responsible person. If a person is engaged in activity covered by this ordinance without having first secured a permit therefor, then the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain the following information:

- (1) The name and address of the owner or the applicant or the responsible person;
- (2) The address or other description of the site upon which the violation is occurring;
- (3) A statement specifying the nature of the violation;
- (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action.

7.2 Penalties

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, Dawson County shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation.

- (1) **Stop Work Order** -Dawson County may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein,

provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) **Withhold Certificate of Occupancy** - Dawson County may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) **Suspension, Revocation or Modification of Permit** - Dawson County may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated [upon such conditions as Dawson County may deem necessary] to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) **Civil Penalties** - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as Dawson County shall deem appropriate (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) , Dawson County may impose a penalty not to exceed \$1,000 for each day the violation remains unremedied after receipt of the notice of violation.
- (5) **Criminal Penalties** – A citation against the applicant or other responsible person. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Section 8. 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 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 9. Repealer

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

This ____ day of _____, 2015.

DAWSON COUNTY

ATTEST

By: _____
Mike Berg, Chairman
Board of Commissioners

By: _____
Danielle Yarborough,
County Clerk

VOTE: Yes _____
No _____

Dates of Public Hearing:

May 21, 2015

June 4, 2015

Dates of Advertising:

May 13, 2015

May 20, 2015

Backup material for agenda item:

3. Ordinance to amend the compensation of the Chairman and Commissioners (*2nd of 2 hearings. 1st hearing was held on May 21, 2015*)

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

**TO AMEND THE COMPENSATION OF THE CHAIRMAN AND COMMISSIONERS;
TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY;
AND FOR OTHER PURPOSES. O.C.G.A. § 36-5-24**

WHEREAS, Section 2-7 of the Dawson County Code of Ordinances provides for the compensation to be paid to the Chairman and Commissioners of the Dawson County Board of Commissioners; and

WHEREAS, O.C.G.A. § 36-5-24 permits the governing authority of each county to fix the salary, compensation, and expenses of the members of the governing authority subject to certain conditions set forth therein; and

WHEREAS, the current Section 2.7 of the Dawson County Code of Ordinances provides for certain incentive adjustments based upon training and certification provided by the Association of County Commissioners of Georgia no longer offered by the Association of County Commissioners of Georgia.

NOW, THEREFORE, the Board of Commissioners of Dawson County hereby adopts this ordinance regarding the salary, compensation, and expenses of the Chairman and Commissioners as follows:

SECTION 1. Compensation.

The compensation to be paid to the Chairman and the Commissioners shall be in accord with "Exhibit A" that is attached hereto and incorporated herein by reference.

SECTION 11. Effective Date.

The salary, compensation, and expenses of the Chairman and Commissioners shall be effective January 1, 2017, which is the first day of January of the year following the next general election held after the date of this ordinance.

SECTION III. Repealer.

All resolutions or ordinances or parts of resolutions or ordinances and any part of Section 2-7 of the Dawson County Code of Ordinances currently in effect in conflict with the terms of this ordinance are hereby repealed, but any resolution or ordinance that may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof is hereby adopted as a part hereof.

SECTION IV. Severability

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of the resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provision of any part of this resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid, nor shall the application of the ordinance to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

This ____ day of _____, 2015

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
**Mike Berg, Chairman
Dawson County Commission**

By: _____
Danielle Yarbrough, County Clerk

Vote: _____ Yes

_____ No

Dates of Public Hearings:

Dates of Advertisements:

EXHIBIT A

Chairman

Base Salary Adjusted plus Local Supplement Adjustment	\$ 12,000.00
Incentive Component- (completion of initial commissioner training through Association of County Commissioners of Georgia currently referenced as "core curriculum") (\$100.00 per month)	\$ 1,200.00
Local Incentive Component (completion of at least one of the Association of County Commissioners of Georgia training tracks beyond core training currently referenced as "Lifelong Learning Academy Specialty Certification") (\$100.00 per month)	\$ 1,200.00
Called Meeting Fee- Maximum 72 (\$100.00 per meeting) (shall not include regular meeting or regularly scheduled work session)	\$ 7,200.00

Commissioners - All Districts

Base Salary Adjusted plus Local Supplement Adjustment	\$ 9,600.00
Incentive Component- (completion of initial commissioner training through Association of County Commissioners of Georgia currently referenced as "core curriculum") (\$100.00 per month)	\$ 1,200.00
Local Incentive Component (completion of at least one of the Association of County Commissioners of Georgia training tracks beyond core training currently referenced as "Lifelong Learning Academy Specialty Certification") (\$100.00 per month)	\$ 1,200.00
Called Meeting Fee-Maximum 72 (\$100.00 per meeting) (shall not include regular meeting or regularly scheduled work session)	\$ 7,200.00

Cost of Living Adjustments to the Base Salary and the Local Incentive Supplements shall apply as provided in the Georgia Code. Cost of Living Adjustment shall apply to the incentive payments, but shall not apply to the called meeting fees.

Backup material for agenda item:

1. Approval of the Firm for the Humane Society's FY 2014 Audit & Request for Extension of Audit Deadline



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

Presenter: Natalie Johnson

Submitted By: Natalie Johnson

Date Submitted: 5/19/2015

Item of Business/Agenda Title: Presentation of Firm for the Humane Society's 2014 Audit & Request for Extension of Audit Deadline

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:

Purpose of Request: To present the Humane Society's selection of auditor and to request an extension of the deadline for audit completion

Department Recommendation: Approve Goldman and Company CPAs PC to complete Humane Society audit and extend audit deadline.

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: Audit expense to be paid by Humane Society

No

Amount Requested:

Amount Budgeted:

Fund Name and Account Number:

Administration Staff Authorization

Dept. Head Authorization: Dena Bosten Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten Date: 5-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Humane Society's Auditor Selection & Request to Extend Audit Deadline

DATE: 5/19/2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 5/28/15 Work Session and 6/4/2015 Voting Session

PURPOSE: The contract dated March 19, 2015 between Dawson County Board of Commissioners and the Dawson County Humane Society requires that the BOC approve the CPA firm to perform the audit of the Dawson County Humane Society. The Humane Society has chosen Goldman and Company CPAs PC out of Marietta, GA to complete their FY 2014 audit. They are requesting an extension to August 31, 2015 on the deadline for audit and financial statement completion since the contract execution was later.

HISTORY: The Humane Society has used Goldman and Company CPAs PC in the past. RFPs were requested from three firms and Goldman and Company CPAs PC was the lowest bid.

FACTS AND ISSUES: The Humane Society has provided a copy of the Engagement Letter and has confirmed that the audit will be performed in accordance with Generally Accepted Auditing Standards (GAAS) and produce financial statements in conformity with Generally Accepted Accounting Principles (GAAP). The estimated cost to perform the audit and produce the financial statements is \$4,700.

OPTIONS: Goldman and Company CPAs PC is registered with the Secretary of State and is in compliance. Goldman and Company CPAs PC is licensed in the State of Georgia and has all privileges of CPA licensure according to the National Association of State Boards of Accountancy (NASBA).

RECOMMENDED SAMPLE MOTION: Motion to approve Goldman and Company CPAs PC to complete the FY 2014 Humane Society Audit and motion to extend the audit deadline to August 31, 2015.

DEPARTMENT: Finance

Prepared by: Natalie Johnson

Director Dena Bosten

Audit Engagement Letter

May 19, 2015

Andrea McKenzie
Treasurer
Dawson County Humane Society, Inc.
633 Martin Rd.
Dawsonville, GA 30534

Dear Andrea:

We are pleased to confirm our understanding of the services we are to provide for Dawson County Humane Society, Inc. (a not for profit organization) for the year ended December 31, 2014.

We will audit the Statement of Financial Position of Dawson County Humane Society, Inc. as of December 31, 2014 and the related Statements of Activities, Functional Expenses and Cash Flows for the year then ended.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the Organization's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of



material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Management Responsibilities

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net

assets, and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.


You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

Audit Administration, Fees, and Other

We estimate that our fees for these services at \$4,700 for the 2014 audit, less 3,000 to be applied from a credit from prior years. You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Russell S Goldman, CPA
Goldman & Company, CPAs PC

RESPONSE:

This letter correctly sets forth the understanding of:
Dawson County Humane Society, Inc.

Officer Signature: _____

Title: _____

Date: _____

Backup material for agenda item:

2. Approval of the FY 2016 Legacy Link Contract



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: Senior Center

Presenter: Dawn Pruett

Submitted By: Dawn Pruett

Date Submitted: 5-19-2015

Item of Business/Agenda Title: Approval of FY 2016 Legacy Link Contract

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:

Purpose of Request: Commission approval of FY 2016 Contract

Department Recommendation: Recommend approval of Contract

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: Revenues and local match for the FY 2016 contract based on FY 2015 contract

No amounts during County FY 2015 budget process in mid 2014. Changes in funding were unknown at the time of budget preparation.

Amount Requested: \$89,207 Fed/ \$233,999 Local Match Amount Budgeted: \$51,892 Fed/ \$267,362 Local Match

Fund Name and Account Number: 250-00-5510-XXXXXX-016

Administration Staff Authorization

Dept. Head Authorization: Dawn Pruett Date: 5-19-15

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: Cindy Campbell Work Session Date: 5/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 Legacy Link Contract

DATE: 5-12-15

BUDGET INFORMATION:
ANNUAL- _____
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: 5-28-15 Work Session/6-4-15 Meeting

PURPOSE: Request approval of FY 2016 Legacy Link Contract

HISTORY: Current contract continues Federal and State funding for senior center meals and management.

FACTS AND ISSUES: Contract allows county to receive Federal and State funds for meals served to senior clients and for daily management expenses at the center.

OPTIONS: 1. Approve FY 2016 Legacy Link Contract 2. Do not approve FY 2016 Legacy Link Contract

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2016 Legacy Link Contract.

DEPARTMENT: Margie Weaver Senior Center

Prepared by: Dawn Bennett

Director: Dawn Bennett



Received

MAY 11 2015

Finance Dept.

May 7, 2015

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

Dear Mr. Berg:

Enclosed are two (2) original copies of the Nutrition Program Contract for FY-2016 between Dawson County Commission and The Legacy Link, Inc. The period of time for this contract is July 1, 2015 - June 30, 2016.

After the contracts have been reviewed and approved, **please sign and notarize both copies and return both copies to The Legacy Link, Inc.** Pat V. Freeman, Executive Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

If you have any questions about the contract please contact me at (678) 677-8511 (direct line) or e-mail me at lgearls@legacylink.org. We are pleased to continue working with Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark".

Linda Earls Clark
AIMS Financial Specialist

Enclosures

Parties: The Legacy Link, Inc.
P. O. Box 1480
Oakwood, Georgia 30566
Phone No: 770-538-2650

Dawson County Commission
25 Justice Way Suite 2313
Dawsonville, Georgia 30534
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2015 to June 30, 2016

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2015 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Resources of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc. Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Unified Transportation services to elderly persons;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, and Unified Transportation services in Dawson County:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2015 to 12:00 Midnight, Eastern Daylight Time, June 30, 2016.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low

income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Dawson County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,500 units of congregate nutrition services to 75 elderly persons, 24,265 units of home-delivered nutrition services to 150 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Unified Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2015 to June 30, 2016. Service must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 8,000 units of Unified Transportation services to 40 unduplicated persons.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2015 to June 30, 2016.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all

unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2015.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2015.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Resources to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2015, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation including pursuant to this Agreement shall not exceed Fifty Seven Thousand Fifty Three Dollars (\$57,053.00).

(c) The total compensation paid by the Legacy to the Contractor for Unified Transportation services pursuant to this Agreement shall not exceed Eleven Thousand Six Hundred Eight Dollars (\$11,608.00).

(d) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Ten Thousand Eight Hundred Ninety One Dollars (\$10,891.00) and federal and state funds for home-delivered meals in the amount of Twenty One Thousand Two Hundred Sixty Three Dollars (\$21,263.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Thirty One Dollars (\$4,031.00) will be available for nutrition site operations, and One Thousand Three Hundred Seventy Seven Dollars (\$1,377.00) for Unified Transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 24,265 home-delivered meals.

The minimum cash requirement for the term of the Agreement, being Twelve Thousand Eight Hundred Ninety Nine Dollars (\$12,899.00) for congregate meals. Sixty Seven Thousand Five Hundred Forty Seven Dollars (\$67,547.00) for home delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Thirty Three Thousand Nine Hundred Ninety Nine Dollars (\$233,999.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of

the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc. Area Agency on Aging Plan
for July 1, 2015 to June 30, 2016;

(b) Agreement between the Legacy and the Georgia
Department of Human Resources to implement applicable
provisions of the Older Americans Act of 1965 as amended.

(c) Georgia Office of Aging Title III Manual of
Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-
10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

- (h) Office of Management and Budget, Circular A-122;
- (i) The "Single Audit Act of 1984" (PL 98-502);
- (j) Reimbursement of travel expenses under this agreement must not exceed rates in Statewide Travel Regulations.
(see attachment E)
- (k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);
- (l) Opinions of the Attorney General of Georgia;
- (m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR-Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR-Part 74 Administration of Grants.

(b) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of

personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Resources Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Resources shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Resources will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any person in the provision of any services or in any

terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individual with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations. The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Resources respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to

provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Resources as a sponsoring agency without prior approval. The contractor shall not display the Georgia Department of Human Resources' name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Resources. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Resources.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply

with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and

regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex 1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the

parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

*****space left blank intentionally*****

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
DAWSON COUNTY COMMISSION

CHAIRMAN

Subscribed and sworn to
in our presence:

Notary Public

Backup material for agenda item:

3. Approval of Bid #253-15 RFP Property and Liability Insurance

For a copy of the bid documents (Exhibit A) 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 Administration

Presenter: David McKee, Director of Administration

Submitted By: Davida Simpson, Purchasing Director

Date Submitted: 5-19-2015

Item of Business/Agenda Title: Presentation of Bid #253-15 RFP Property and Liability Insurance

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: Yes, July 1 Annual Renewal

Purpose of Request: Review and approve the P&L insurance bid

Department Recommendation: ACCG-IRMA

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

Yes Explanation/ Additional Information: Annual service contract will be submitted following approval
 No

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

Yes Explanation/ Additional Information: Funded over two budget years
 No

Amount Requested: \$155,000

Amount Budgeted: \$160,000

Fund Name and Account Number: 1555-552000 Service contract covered over two budget years

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten

Date: 5-19-2015

County Manager Authorization: Cindy Campbell

Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Property and Liability Insurance #253-15 RFP

DATE: 5-19-2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- \$160,000
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: 6-4-2015

PURPOSE: Property and Liability insurance bid. The annual contract exceeds the purchasing policy requirements to allow staff get quotes; therefore, the formal bid process was followed, with the purchasing department facilitating the request for proposals.

HISTORY: Property and Liability insurance has been with ACCG-IRMA since 1998 and was most recently bid to the public in 2011. In 2007, ACCG-IRMA began providing dividends back to its members which on average were \$17,074 annually. These dividends reduce the annual premium due.

FACTS AND ISSUES: The ACCG-IRMA price submitted with the proposal does not include the dividends that ACCG staff has recommended. ACCG staff has recommended \$26,986 dividend for Dawson County.

OPTIONS: Approve ACCG-IRMA as the Property and Liability Insurance provider.

RECOMMENDED SAMPLE MOTION: Motion to approve ACCG-IRMA as the property and Liability insurance provider for 2015-2016 as staff has requested beginning July 1, 2015.

DEPARTMENT: Administration

Prepared by: D. McKee

Director David McKee



PROPERTY & LIABILITY INSURANCE #253-15 RFP

Work Session 86 May 28, 2015

Background

- Standard contract for services
- Bid Ordinance requires sealed bids on all commodities over \$25,000.00
 - FY2012: \$155,463
 - FY2013: \$152,577
 - FY2014: \$150,521
 - Bid was released on April 1, 2015
 - Optional pre-proposal meeting held April 21, 2015

Scope of Work

- Comprehensive Property and Liability Policy
 - Attachment A – Summary of Current Insurance Coverage
 - Attachment B – Vehicle Schedule
 - Attachment C – Property Schedule
 - Attachment D – Equipment Schedule
 - Attachment E – 5 Year Loss Summary
 - Attachment F – Liability Exposure Questionnaire
- Value Added Components
 - Loss Control and Safety Training
 - Employee Practices Helpline
 - Current Property Appraisals
 - Broker Services

Current Summary of Coverage

II. COVERAGE SUMMARY

NOTE: Extensions and Sub-limits may apply to various Sections - see specific coverage Section for details.

SECTION I - PROPERTY COVERAGE (INCLUDING EQUIPMENT BREAKDOWN COVERAGE)	LIMITS OF LIABILITY PER OCCURRENCE LIMITS:	DEDUCTIBLE
A. Real and Personal Property	Replacement Cost, subject to separate Per Occurrence and Aggregate limits below:	\$25,000
Earthquake	\$5,000,000	
Flood	\$5,000,000	
Except as respects locations situated wholly or partially within Special Hazard Zones for Flood*	\$1,000,000	

GENERAL COVERAGE DECLARATIONS (continued)

D. Statutory Bonds	Various Limits	None
E. Forgery and Alteration	\$150,000	
F. Computer Theft and Funds Transfer Fraud	\$150,000	
G. Money Orders and Counterfeit Currency	\$150,000	

SECTION VII – CYBER LIABILITY AND EXPENSE	PER OCCURRENCE & AGGREGATE LIMITS:	DEDUCTIBLE
		\$2,500
	\$1,000,000, including \$100,000 Privacy Response Expenses	

NOTE: Section VII, Cyber Liability and Expense, is afforded on a Claims-Made basis and contains provisions, which may be different from those of other Sections of this Agreement.

GENERAL COVERAGE DECLARATIONS (continued)

	LIMITS OF LIABILITY PER OCCURRENCE LIMITS:	DEDUCTIBLE
B. Automobile Physical Damage and Mobile Equipment	Per Schedule on file with IRMA	\$25,000
SECTION II - COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$25,000
SECTION III - LAW ENFORCEMENT LIABILITY	\$1,000,000	\$50,000
SECTION IV - AUTOMOBILE LIABILITY Combined Single Limit (or Split Limits as follows: Bodily Injury Per Person/Bodily Injury Aggregate/ Property Damage)	\$1,000,000	\$25,000
Uninsured Motorists Coverage	\$No Coverage	

SECTION V - ERRORS AND OMISSIONS LIABILITY

Part A - Public Officials Errors and Omissions Liability	\$1,000,000 per Wrongful Act and \$3,000,000 annual aggregate. These limits apply in total over Part A and Part B and not separately to each Part.	\$50,000
Part B - Employee Benefits Liability		

NOTE: Part B, Employee Benefits Liability, is afforded on a Claims-Made basis and contains provisions, which may be different from those of other Sections of this Agreement.

A retroactive date of 01-MAR-1998 applies to this Coverage Agreement as respects Section V, Part B - Employee Benefits Liability.

SECTION VI - CRIME COVERAGE

	PER OCCURRENCE LIMIT:	DEDUCTIBLE
A. Money and Securities (Loss Inside the Premises)	\$150,000	\$25,000
B. Money and Securities (Loss Outside the Premises)	\$150,000	
C. Blanket Employee Dishonesty and Faithful Performance	\$150,000	

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

- 2 proposals received
 - Vendors reported market was locked out quickly after release of RFP

Evaluation Process

Evaluation Committee

David McKee, Director of
Administration

Danielle Yarbrough, HR Director

Dena Bosten, CFO

Davida Simpson, Purchasing Director
(Facilitator)

Bid Results

Criteria	ACCG (Incumbent)	J. Smith Lanier & Company
Proposed Carrier	ACCG-IRMA	State National (A:8) – All lines except Law, POL, EPL & Cyber; CAN (A:15 – Law, POL, EPL; Allied World (A:15) – Cyber)
Limit of Liability per Occurrence	\$1,000,000*	\$1,000,000*
Deductible	\$25,000 except \$50,000 on Public Officials & Law Enforcement	\$25,000 on all lines except Auto physical damage & equipment \$10,000 on Auto physical damage & equipment
Annual Premium	\$171,133 Less dividend**	\$167,187

*See proposals for full limits & sub-limits

**Historical dividends from ACCG – Average since 2007 - \$17,074

Evaluation Committee Results

Criteria	Points Allowed	ACCG (Incumbent)	J. Smith Lanier & Company
Company Background & Experience	20	18.33	17.67
Dedicated Team/Qualifications/Resources	20	17.33	18.67
Value-Added Products	20	18.67	17.33
Work with Similar Public Entities	15	15.00	11.00
Price Proposal	25	24.67	21.33
TOTAL POINTS	94 100	94.00	86.00

Recommendation

- Staff respectfully requests the Board to award Bid #253-15 RFP Property & Liability Insurance to the most responsive, responsible bidder, ACCG-IRMA out of Atlanta, GA, and approve the contract as submitted beginning July 1, 2015.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: July 1, 2015
Contract End Date: June 30, 2016
Contract Name: Property & Liability Insurance
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 4th day of June, 2015, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Association of County Commissioners of Georgia-Interlock Risk Management Agency (ACCG-IRMA), a Non-Profit Group Self Insurance Trust, (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. #253-15 RFP Property & Liability Insurance and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Scope of Services

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

2. Term of Agreement

This Agreement shall commence on the 1st day of July, 2015 and shall terminate on June 30, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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

3. **Multi-Year Contract**

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

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Bidder's Financial Response Form ("Exhibit B") in response to the Request for Proposals #253-15 RFP Property & Liability Insurance. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Financial Response Form ("Exhibit B") in response to the Request for Proposals #253-15 RFP Property & Liability Insurance. 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

ACCG-IRMA
ATTN: Joe Dan Thompson
50 Hurt Plaza, Suite 1000
Atlanta, GA 30303

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

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



253-15 RFP PROPERTY & LIABILITY INSURANCE
VENDOR'S PRICE PROPOSAL FORM

Company Name: Association County Commissioners of Georgia - Interlocal Risk Management Agency (ACCG-IRMA)

The following proposal is offered to Dawson County on the following coverage under the current limits provide in the RFP:

General Liability, Automobile Liability, Equipment Breakdown, Law Enforcement Liability, Automobile Physical, Crime, Public Officials Liability, Damage, Property

Table with 2 columns: Policy Period, Proposed Carrier, Limit of Liability per occurrence, Deductible, *Annual Premium. Values include July 1, 2015 through June 30, 2016, ACCG-IRMA, \$1,000,000, \$25,000, and \$171,133.

*Vendor must attach documentation that supports the coverage description quoted under the annual premium (i.e. Summary of Insurance)

Authorized Signature (with handwritten signature)

Assistant Vice President Title

Matt Autry Print Name

4/30/15 Date

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

Backup material for agenda item:

4. Approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 9 and Dawson Forest Road Intersection



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: David Headley

Submitted By: Jill Jones

Date Submitted: 5/14/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road

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:

Purpose of Request: Seek approval of the Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road Intersection. This approval would allow the Chairman to authorize the lighting agreement once design is complete and received from GDOT.

Department Recommendation: Authorize Chairman to execute the "Indication of Roundabout Support" form. Permission to have Chairman execute the light and landscape agreement once it is received from GDOT.

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 Monthly energy costs and maintenance to be budgeted once construction complete

Amount Requested: LED Lights = \$1,920.00/year, HPS Lights = \$5,160.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$1,920.00 or \$5,160.00 depending on selection).

Administration Staff Authorization

Dept. Head Authorization: David Headley

Date: 05/21/2015

Finance Dept. Authorization: Dena Bosten

Date: 05/21/2015

County Manager Authorization: CINDY CAMPBELL

Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: GDOT Proposed 3 Roundabouts in Dawson County

DATE: 5/13/15

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: _____

PURPOSE: Lighting and landscape maintenance of proposed roundabouts at the intersections of Dawson Forest & SR 9, SR 53 & SR 183, SR 52 & SR 183. In the event the roundabouts are selected as the preferred concept alternative, the county agrees to participate in a formal local government indication of roundabout support letter and lighting project agreement during the preliminary design phase.

HISTORY: GDOT has proposed 3 roundabouts for Dawson County. As part of that proposal, the department requires the counties to pay for the energy and maintenance of lighting and any landscape maintenance. GDOT will be responsible for all material and installation cost.

FACTS AND ISSUES: Dawson County to pay full & entire cost of electric energy used for any lighting with maintenance. Maintenance of any landscaping that's approved by local government and GDOT

OPTIONS: Do not participate in the submitted proposal
Participate with stipulation to pay only for electricity
Agree to proposed submittal

RECOMMENDED SAMPLE MOTION: Motion to approve and execute the GDOT Indication of Roundabout Support for SR 9 & Dawson Forest Road; GDOT Agreement for Roundabout Lighting for SR 53 & SR 183; and GDOT Indication of Roundabout Support for SR 52 & SR 183

DEPARTMENT: Public Works

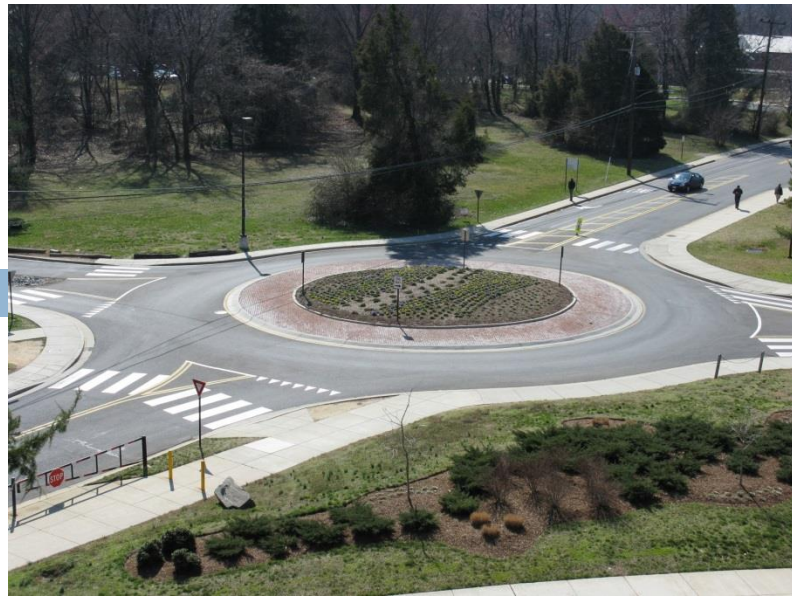
Prepared by: Jill Jones

Director David Headley

GEORGIA DEPARTMENT OF TRANSPORTATION ROUNDBABOUTS IN DAWSON COUNTY

LIGHTING/LANDSCAPING

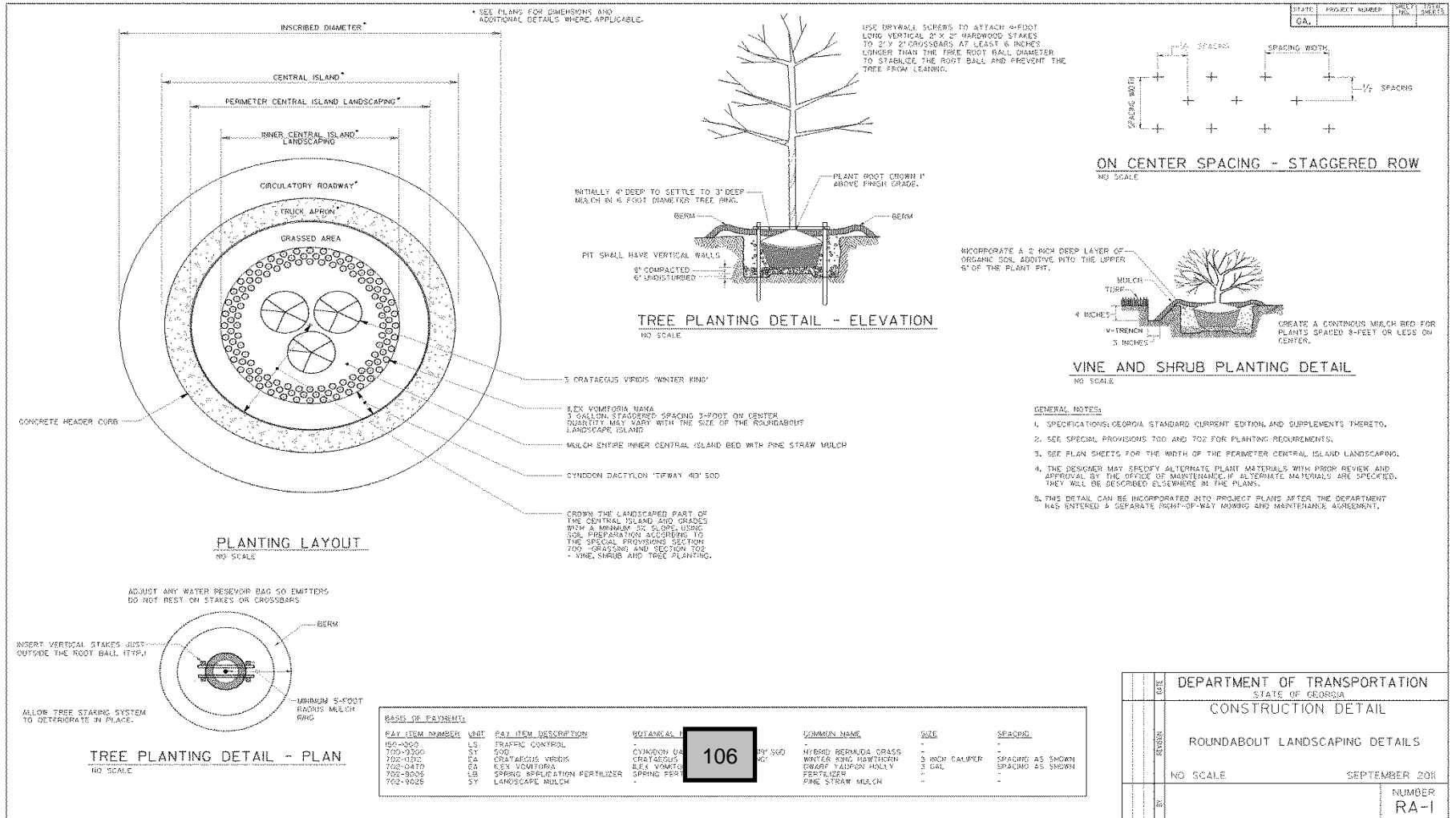
Overview



- Georgia Department of Transportation Roundabout Construction:
 - ▣ SR 9 & Dawson Forest Road
 - ▣ SR 53 & SR 183
 - ▣ SR 52 & SR 183

GDOT Recommended Landscape Plan

07-0207-1 2/15/10 104-10401-000-1001-10000-001 10000-001 10000-001 10000-001 10000-001



07-0207-1 2/15/10 104-10401-000-1001-10000-001 10000-001 10000-001 10000-001 10000-001

Advantages of Roundabouts:

- ❑ Contrary to many peoples' perceptions, roundabouts actually move traffic through an intersection more quickly and with less congestion.
- ❑ Roundabouts promote continuous flow.
- ❑ Traffic is only required to yield, not stop.
- ❑ Allows for the intersection to handle more traffic in the same amount of time.
- ❑ Studies have proven roundabouts have better safety performance than other types of intersections.
- ❑ Crashes in roundabouts show damages are significantly reduced.
- ❑ Insurance Institute for Highway Safety publication has proven roundabouts increase safety levels due to yield-at-entry operation & fewer conflict points. Typical plus intersection has 32 conflict points vs. 8 in a roundabout.
- ❑ FHWA (Federal Highway Administration) & IHS (Insurance Institute for Highway Safety) have shown that roundabouts typically achieve 37% reduction in overall collisions, 75% reduction in injury collisions, 90%

Disadvantages of Roundabouts:

□ Safety

- Accidents may temporarily increase due to improper driver education
- During emergencies, signalized intersections can preempt control

□ Capacity

- Coordinated signal systems can increase capacity of network

□ Delay

- As queues develop, drivers accept smaller gaps which may increase crashes

□ Cost

- Central island landscaping maintenance
- Possible illumination cost
- Possible higher construction cost
- Possible higher ROW costs

□ Pedestrians & Bicyclists

- Pedestrians, especially handicapped may experience increased delay in securing acceptable gaps to cross
- Longer travel path

□ Environmental

- May require additional ROW acquisition to mitigate for impacts

SR 9 & Dawson Forest Road



SR 53 & SR 183

Attachment "A"



Location Map

SR 183 & SR 53
P.I. 0009938
Dawson County

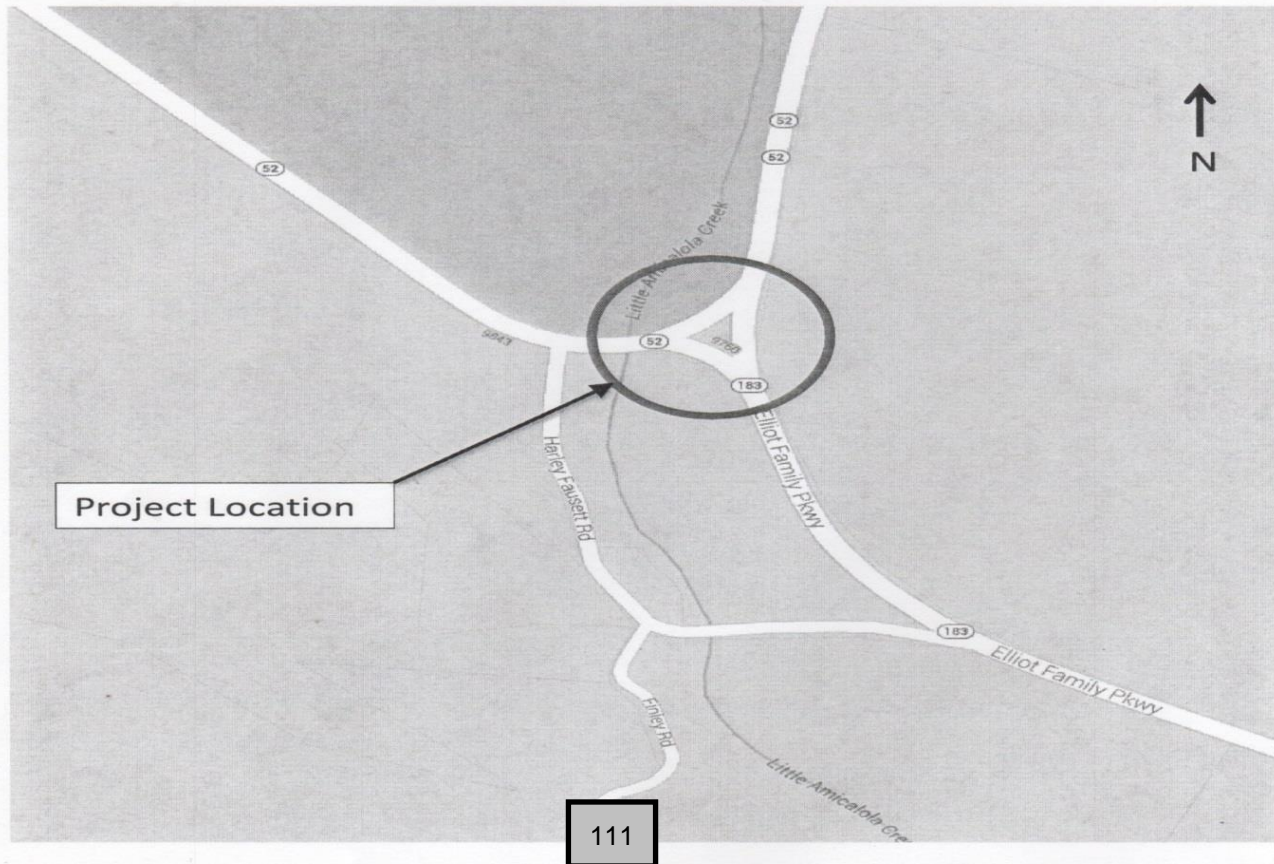
110

SR 52 & SR 183

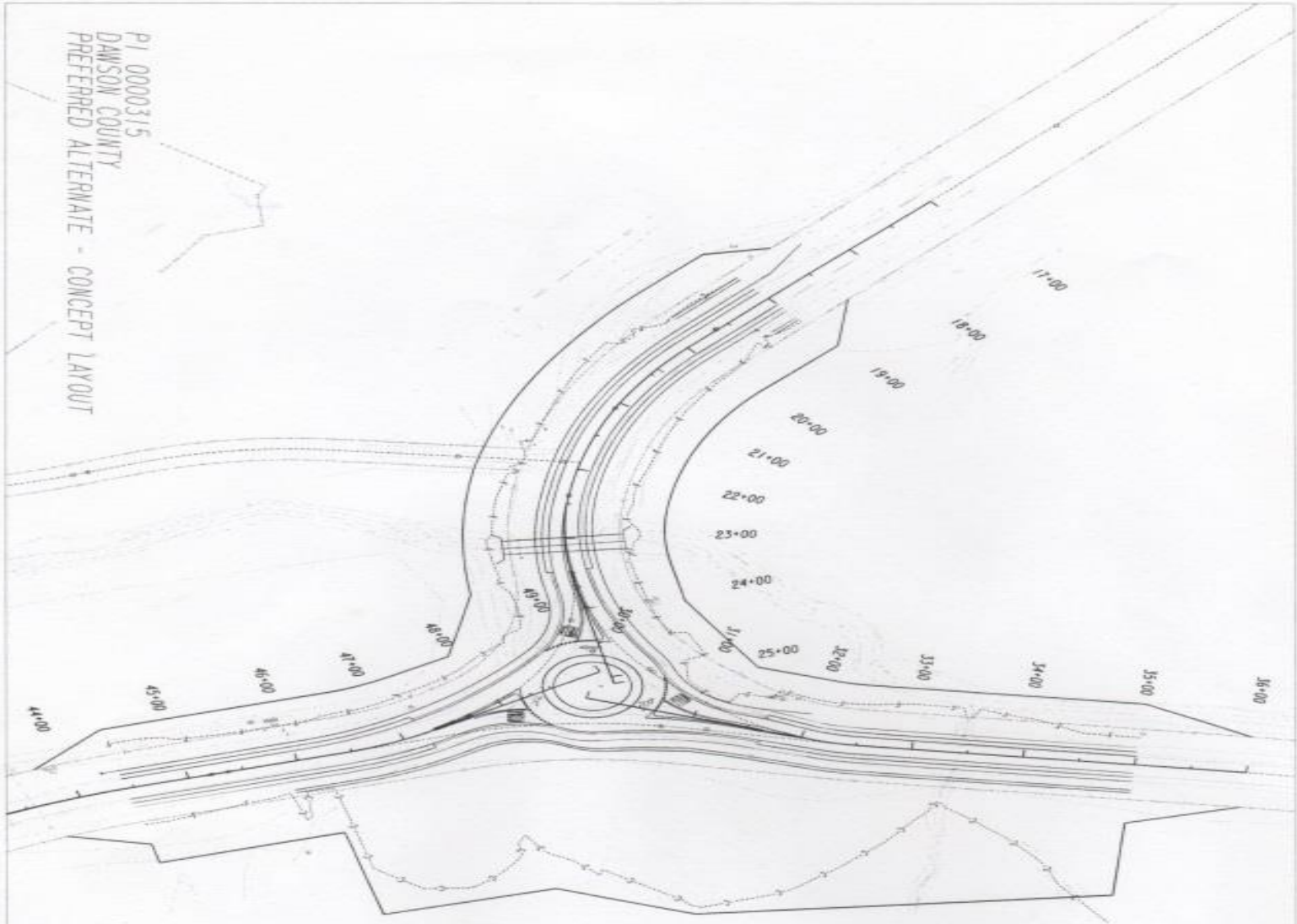
Project Concept Report – Page 3 of 11
County: Dawson

P.I. Number: 0000315

Project Location Map
SR 52 at SR 183 Intersection Improvement



P1 0000315
DAWSON COUNTY
PREFERRED ALTERNATE - CONCEPT LAYOUT



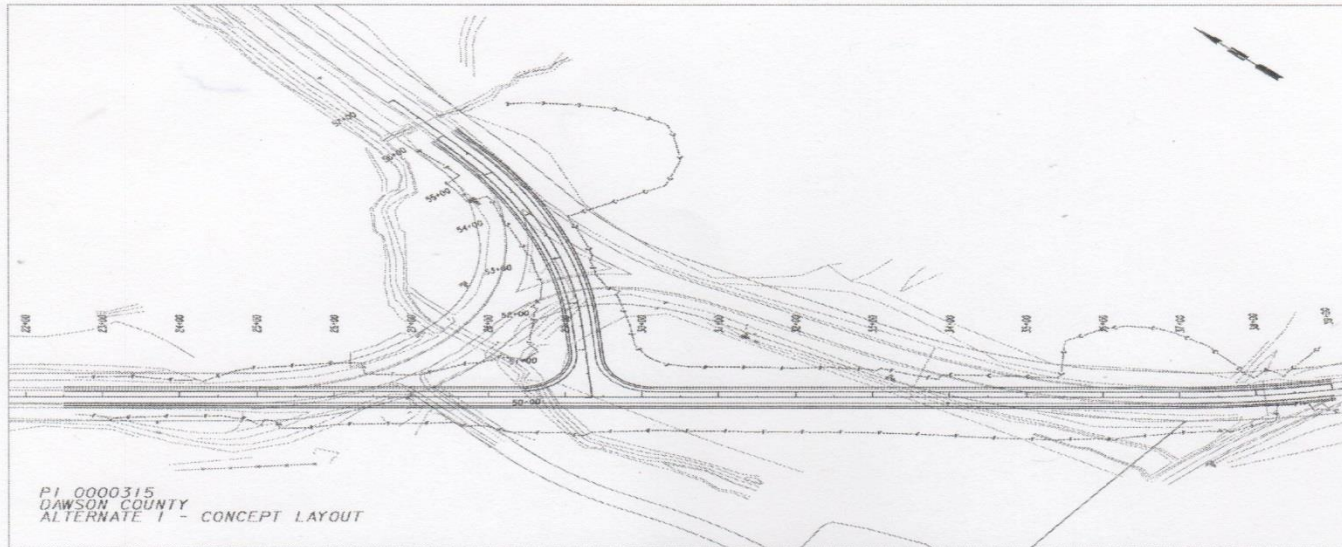


Figure 2: Alternate 1, T-Intersection to West of Existing Y-Intersection

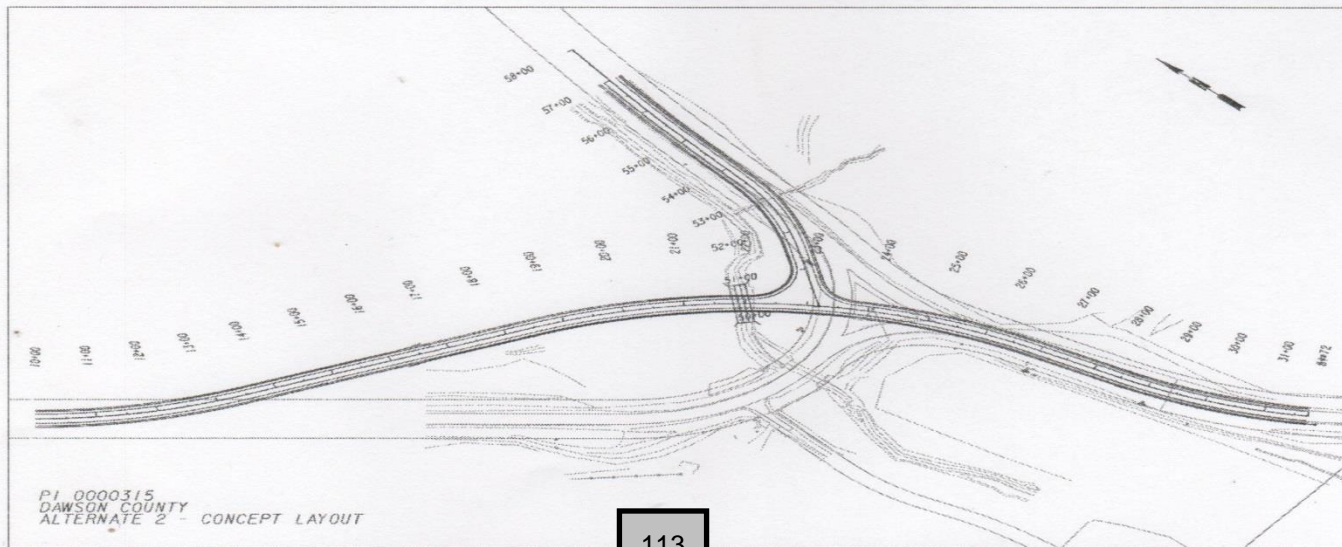


Figure 3: Alternate 2, T-Intersection to North of Existing Y-Intersection

Cost Estimates

- SR 9 & Dawson Forest Road (Double Roundabout)
 - LED - \$160/month
 - HPS (high pressure sodium) - \$430/month

- SR 53 & SR 183
 - LED - \$60/month
 - HPS (high pressure sodium) - \$150/month

- SR 52 & SR 183
 - LED - \$60/month
 - HPS (high pressure sodium) - \$150/month

Recommendation

- Seek approval of Board of Commissioners and authorize Chairman to execute:
 - Georgia Department of Transportation Indication of Roundabout Support for SR 9 & Dawson Forest Road Intersection
 - Georgia Department of Transportation Agreement for Roundabout Lighting for SR 53 & SR 183 Intersection
 - Georgia Department of Transportation Indication of Roundabout Support for SR 52 & SR 183 Intersection

Questions



DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The Board of Commissioners in Dawson County supports the consideration of a roundabout at the location specified below.

Local Street Names: Dawson Forest Road at

State/County Route Numbers: State Route 9

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed); Dawson County shall not be responsible for installation costs and shall have sole discretion regarding the type of lighting installed.
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This ____ day of _____, 2015.

Attest:

By: _____

Clerk

Title: _____

Backup material for agenda item:

5. Approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection



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: David Headley

Submitted By: Jill Jones

Date Submitted: 5/14/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection.

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:

Purpose of Request: Seek approval of the Georgia Department of Transportation Indication of Roundabout Support for the SR 52 & SR 183 Intersection. This approval would allow the Chairman to authorize the lighting agreement once design is complete and received from GDOT.

Department Recommendation: Authorize Chairman to execute the "Indication of Roundabout Support" form. Permission to have Chairman execute the lighting & landscape agreement once it is received from GDOT.

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 Monthly energy costs will be budgeted in year project is complete.

Amount Requested: LED Lights = \$720/year, HPS Lights = \$1,800.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$720.00 or \$1,800.00 depending on selection)

Administration Staff Authorization

Dept. Head Authorization: David Headley

Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten

Date: 5-19-2015

County Manager Authorization: CINDY CAMPBELL

Work Session Date: 05/28/2015

Comments: _____

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

Georgia Department of Transportation
Office of Design Policy & Support
One Georgia Center~26th Floor
600 West Peachtree Street, NW
Atlanta, Georgia 30308
ATTN: Scott MacLean, Lead Design Engineer

Location

Dawson County supports the consideration of a roundabout at the location specified below.

Description: SR52 relocation @ SR 183 extension

State/County Route Number: see above

Project: STP00-0000-00(315) Dawson County P.I. No. 0000315

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof. Dawson County shall have sole discretion regarding the type of lighting installed.

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This ____ day of _____, 2015.

Attest:

By: _____

Clerk

Title: _____

Backup material for agenda item:

6. Approval of the Georgia Department of Transportation Agreement for Roundabout Support for the SR 53 and SR 183 Intersection



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: David Headley

Submitted By: Jill Jones

Date Submitted: 5/13/15

Item of Business/Agenda Title: Presentation of the Georgia Department of Transportation Agreement for Roundabout Lighting at the SR 53 & SR 183 Intersection

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

THE ITEM IS FOR:

Work Session presentation only

OR

Commission Action Needed.

X (no action needed)

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

Purpose of Request: To seek approval from the Board of Commissioners for the Georgia Department of Transportation Agreement for Roundabout Lighting for the proposed roundabout at the SR53 & SR183 intersection. The Indication of Roundabout Support was approved by the BOC and signed by the Chairman on October 21, 2010. The Agreement of Roundabout Lighting document is the next step in the process that states that GDOT will pay for the cost to install lighting and the County will be responsible for the energy costs and ongoing maintenance of the lighting.

Department Recommendation: Authorize the chairman to execute 5 copies of the Agreement for Roundabout Lighting

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 Monthly energy costs will be budgeted in year project is complete.

Amount Requested: LED Lights = \$720/year, HPS Lights = \$1,800.00/year

Fund Name and Account Number: 100-4220-531230-000 Monthly Maintenance (either \$720.00 or \$1,800.00 depending on selection)

Administration Staff Authorization

Dept. Head Authorization: David Headley

Date: 5-19-2015

Finance Dept. Authorization: Dena Bosten

Date: 5-19-2015

County Manager Authorization: CINDY CANNELL

Work Session Date: 05/28/2015

122

Comments: _____

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

Dawson County supports the consideration of a roundabout at the location specified below.

Local Street Names: _____ at _____

State/County Route Numbers: **SR 53 at SR 183**

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the 21st day of October, 20 10

Attest:

D. Surin
Clerk

By:

Mike Bug

Title:

Chairman, Dawson BOC

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

This agreement is made and entered into this ____ day of _____, 2015, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the DEPARTMENT, and DAWSON COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the COUNTY.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting at the SR 53 @ SR 183 intersection in Dawson County, said lighting to be installed under GDOT P.I. No. 0009938; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting systems at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid locations, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting at the SR 53 @ SR 183 intersection in Dawson County, said lighting to be installed under GDOT P.I. No. 000938, as shown on Attachment "A" attached hereto and made a part hereof. The County shall have sole discretion regarding the type of lighting installed.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting systems.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNY with a statement of material costs upon completion of the installation.

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

INN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

DAWSON COUNTY

BY: _____
Chairman, Board of Commissioners

DEPARTMENT OF TRANSPORTATION

WITNESS

BY: _____
Commissioner

Notary Public

This Agreement approved by the Board of
Commissioners at a meeting held at
_____ this ____
day of _____, 2015.

ATTEST:

Treasurer

Commission Clerk

Backup material for agenda item:

7. Approval of the Georgia Trauma Commission Equipment Grant



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: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 05-14-2015

Item of Business/Agenda Title: Georgia Trauma Commission Equipment Grant

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: Deadline to submit Survey Monkey application is June 15, 2015

Purpose of Request: Funding allows department to purchase trauma equipment at no cost to the county.

Department Recommendation: Approval to apply for Georgia Trauma Commission Equipment Grant

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: Annual grant that does not require County match.

No

Amount Requested: Determined by number of applicants Amount Budgeted: In 2014, we received \$5,969.00.

Fund Name and Account Number: 250-00-3925-XXXXXX-015

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 05-14-2015

Finance Dept. Authorization: Dena Bosten Date: 05-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Georgia Trauma Commission Equipment Grant

DATE: 05-14-2015

BUDGET INFORMATION:

ANNUAL- Grant Fund
CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: Approval to apply for Georgia Trauma Commission Equipment Grant

PURPOSE: The grant allows for the purchase of equipment to be used to care for trauma victims.

HISTORY: This is an annual grant provided by the Georgia Trauma Commission. The County has applied for and received this grant for the past few years. All who apply are awarded based on the number of 911 providers and number of licensed ambulances each provider has. Dawson County received \$5,969.00 last year.

FACTS AND ISSUES: \$2,980,536.00 is available state wide. Only 911 zoned providers are eligible. Amount of award determined after application process ends.

OPTIONS:

RECOMMENDED SAMPLE MOTION: BOC approval to apply for Georgia Trauma Commission Equipment Grant before the June 15, 2015 deadline using the Survey Monkey application process

DEPARTMENT: ESA

Prepared by: Billy Thurmond

Director Billy Thurmond

Memorandum:

To: All EMS Directors of Zoned 911 Services
From: The Georgia Association of EMS
Date: May 7, 2015
Subject: Grant Opportunity

The Georgia Trauma Care Network Commission has awarded the EMS community a Grant to be used to purchase trauma related equipment and/or deliver trauma training for **911 zoned ambulance providers**. The total amount of FY 14 and FY 15 combined funding to be disbursed in one grant award to the 911 Zone providers is \$2,980,536. This year the Trauma Commission has agreed to allow the service to purchase any equipment that will enhance your ability to care for trauma patients.

All 911 zoned EMS providers in Georgia are eligible to apply for this grant.

Please take a few minutes to read this entire document to insure that you are successful in this grant opportunity.

To be eligible for funding your applications must be submitted 'On Line' via the Survey Monkey link at

[2015 GAEMS Trauma Related Equipment Grant](#)

before midnight June 15, 2015. Any questions concerning this grant can be directed to Kim Littleton, GAEMS Executive Director at kimberly0630@gmail.com.

It is essential that you check your email frequently to insure that you receive updates concerning this grant. If you change your email address it is your responsibility to notify the GAEMS at the email address listed above.

The Equipment Grant – total amount to be disbursed is \$2,980,536.

This grant will be awarded in an equal amount for each licensed ambulance used to provide emergency patient care as part of a 911 zone. This is a non-competitive grant. Each of the ambulances, verified to be eligible, will receive the same dollar amount in this grant. The exact amount of money to be allocated to each 911 zoned ambulance will be determined after the grant application deadline of June 15, 2015. **The GAEMS will work with the State Office of EMS to verify the number of ambulances that meet this requirement.** The award amount to services will be determined by dividing the total grant amount by the number of qualified 911 zoned ambulances (certified by SOEMS) that we have received applications for by the grant application deadline of June 15.

While every 911 ambulance is eligible for this funding **you must apply for these funds to be awarded the money. GAEMS will send only one check to your service to reimburse this grant.**

Backup material for agenda item:

8. Approval of FY 2014 Georgia Trauma Commission Excess Funds



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: ESA

Presenter: Billy Thurmond

Submitted By: Billy Thurmond

Date Submitted: 05-18-2015

Item of Business/Agenda Title: 2014 Georgia Trauma Commission Excess Funds

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: Funds are available upon BOC approval

Purpose of Request: To obtain FY 2014 excess funds that are available through trauma commission to purchase rope rescue equipment.

Department Recommendation: BOC approval to accept the \$4,100.00 of available Georgia Trauma Commission funds.

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 Excess 2014 trauma commission funds are available to Dawson County

Amount Requested: \$4,100.00

Amount Budgeted:

Fund Name and Account Number: 250-00-3925-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: Billy Thurmond Date: 05-18-2015

Finance Dept. Authorization: Dena Bosten Date: 05-19-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 2014 Excess Trauma Commission funding

DATE: 05-19-2015

BUDGET INFORMATION:

ANNUAL- _____

CAPITAL- _____

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

COMMISSION ACTION REQUESTED ON: Approval to accept excess funding from Trauma Commission

PURPOSE: Funding is to be used by counties to fund equipment and training to care for trauma victims.

HISTORY: For the past few years, Dawson County has received funding from the Ga. Trauma Commission for equipment and personnel training.

FACTS AND ISSUES: 4100.00 available to the county for purchasing rope rescue equipment.

OPTIONS:

RECOMMENDED SAMPLE MOTION: BOC approval to accept excess 2014 Ga. Trauma Commission funding to purchase rope rescue equipment.

DEPARTMENT: ESA

Prepared by: Billy Thurmond

Director Billy Thurmond

Backup material for agenda item:

9. Approval of FY 2014 Budget Amendments



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

Presenter: Dena Bosten

Submitted By: Dena Bosten

Date Submitted: 5/15/2015

Item of Business/Agenda Title: FY 2014 Budget Amendments Resolution

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: Must be completed before FY 2014 Audit Presentation

Purpose of Request: Resolution to approve FY 2014 budget amendments

Department Recommendation: Approve and amend as presented by resolution

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: DENA BOSTEN Date: 05/19/2015

Finance Dept. Authorization: DENA BOSTEN Date: 05/19/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____

Attachments: FY 2014 Budget Resolution and presentation



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2014 Budget Amendments Resolution

DATE: 5/15/2015

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

COMMISSION ACTION REQUESTED ON: 6/4/2015

PURPOSE: Georgia Code requires Board approval of budget amendments to the original budget should there be an increase in appropriation at the department level (which is the legal level of control).

HISTORY:

FACTS AND ISSUES: The budget is amended throughout the year as outlined in the annual budget resolution.

OPTIONS:

RECOMMENDED SAMPLE MOTION: Motion to approve FY 2014 Budget amendments as presented and to approve the FY 2014 Budget Amendments Resolution.

DEPARTMENT: Finance

Prepared by: Dena Bosten

Director Dena Bosten

**DAWSON COUNTY, GEORGIA
2014 BUDGET AMENDMENT RESOLUTION**

**A RESOLUTION APPROVING BUDGET AMENDMENTS TO INCOME AND
EXPENDITURES FOR FISCAL YEAR 2014 FOR EACH FUND OF DAWSON
COUNTY**

WHEREAS, a Budget for fiscal year 2014 has been presented and previously adopted;

WHEREAS, the Budget for each department in the General Fund that exceeded the originally adopted budget has been adjusted;

WHEREAS, for all other funds, the Budget for each fund that exceeded the originally adopted budget has been adjusted.

NOW, THEREFORE, the Board of Commissioners hereby approves this Budget Resolution for Amendments to Income and Expenditures for fiscal year 2014 established through audited financial data.

This _____ day of _____, 2015.

ATTEST:

DAWSON COUNTY
Board of Commissioners

Danielle Yarbrough, County Clerk

By: _____
Mike Berg, Chairman



FY 2014 Budget Amendment Presentation

Dena Bosten

Chief Financial Officer

May 28, 2015

FY 2014 BUDGET HIGHLIGHTS

- Original FY 2014 General Fund Budget
 - \$ 20,881,981
- Final FY 2014 General Fund Budget
 - \$ 21,009,038
- Increase of \$127,057
 - 0.6%



GENERAL FUND REVENUE SUMMARY

	<u>2014 AMENDED</u>	<u>2014 ORIGINAL</u>
<u>CATEGORY</u>	<u>BUDGET</u>	<u>BUDGET</u>
31 TAXES	16,883,900	16,883,900
32 LICENSES & PERMITS	431,500	431,500
33 INGERGOV'T REVENUES	252,000	252,000
34 CHARGES FOR SERVICE	1,825,340	1,825,390
35 FINES & FOREITURES	550,500	542,500
36 INVESTMENT INCOME	19,695	19,695
37 CONTRIBUTIONS/DONATIONS	36,238	-
38 MISCELLANESOUS REVENUE	88,319	60,450
39 OTHER FINANCING SOURCES	921,546	866,546
	21,009,038	20,881,981
Increase of \$127,057	141	

GENERAL FUND EXPENDITURE SUMMARY

	<u>2014 AMENDED</u>	<u>2014 ORIGINAL</u>
<u>CATEGORY</u>	<u>BUDGET</u>	<u>BUDGET</u>
51 PERS SVC/EMP BENEFITS	12,828,083	12,957,008
52 PURCH/CONTRACT SERVICES	2,712,518	2,455,116
53 SUPPLIES	2,508,375	2,562,213
54 CAPITAL OUTLAYS	96,618	25,000
55 INTER FUND/DEPT CHARGES	205,000	205,000
57 OTHER COSTS	1,145,618	1,165,318
58 DEBT SERVICE	263,143	263,143
61 OTHER FINANCING USES	1,249,683	1,249,183
	21,009,038	20,881,981
Increase of \$127,057		

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
1310 BOARD OF COMMISSIONERS	222,189	222,189	186,070.39
1320 COUNTY ADMINISTRATION	412,711	412,711	367,791.34
1400 ELECTIONS/REGISTRAR	218,174	218,174	189,871.78
1500 GENERAL GOVERNMENT	316,969	434,836	216,696.90
1510 FINANCE	489,110	489,110	465,037.46
1535 INFORMATION TECHNOLOGY	233,991	233,991	221,038.21
1540 HUMAN RESOURCES	103,306	103,306	98,035.28
1545 TAX COMMISSIONER	414,233	414,233	405,818.67
1550 TAX ASSESSOR	378,242	378,242	357,960.88
1551 BOARD OF EQUALIZATION	14,175	14,175	8,352.58
1555 RISK MANAGEMENT	205,000	205,000	195,452.23
1565 FACILITY MANAGEMENT	959,909	970,299	898,903.86
2150 SUPERIOR COURT	459,001	443,003	459,000.29
2180 CLERK OF COURT	525,582	509,882	496,314.94
2200 DISTRICT ATTORNEY	595,009	595,009	590,803.55
2400 MAGISTRATE COURT	247,906	237,086	247,905.87
2450 PROBATE COURT	253,436	247,809	253,435.19
2600 JUVENILE COURT	106,901	83,199	106,900.32
2800 PUBLIC DEFENDER	268,156	266,649	268,155.45

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
3300 SHERIFF	2,786,413	2,801,844	2,785,243.24
3322 K9	36,500	36,500	24,833.88
3326 JAIL	2,458,867	2,454,003	2,458,866.42
3350 SCHOOL RESOURCE OFFICERS	224,427	217,163	223,851.54
3351 MARSHAL	139,068	139,068	134,109.88
3360 SHERIFF SERVICES	578,418	520,115	578,417.10
3390 SHERIFFS OFFICE DONATIONS	7,591	-	6,900.00
3500 FIRE	1,215,377	1,233,521	1,215,376.96
3610 ESA	157,727	161,480	157,726.83
3630 EMS	1,946,787	1,883,730	1,946,770.95
3700 CORONER	69,207	57,290	69,206.41
3915 HUMANE SOCIETY	126,000	126,000	126,000.00
3920 EMA	6,480	12,245	6,164.76
4100 PUBLIC WORKS ADMIN	207,246	207,246	175,166.67
4220 ROADS DEPT	1,312,903	1,312,903	1,234,898.35
5110 HEALTH	162,000	162,000	162,000.00
5433 CASA	6,000	6,000	6,000.00
5440 DFACS	64,503	64,503	13,370.72

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>2014 Actual Expenditures</u>
5450 NOA-NO ONE ALONE	2,500	2,500	2,500.00
5452 INDIGENT WELFARE	5,950	4,000	5,950.00
5520 SENIOR CENTER	70,235	70,235	62,623.15
5521 SENIOR SERVICES DONATION	24,907	-	5,121.54
5522 MEDICARE SILVER SNEAKERS	5,000	5,000	4,475.00
6120 PARK	840,564	822,730	840,563.84
6121 PARK GENERAL DONATIONS	22,400	-	14,086.77
6122 PARK WOMENS CLUB	1,459	-	-
6124 PARK POOL	30,665	26,293	30,664.74
6180 WAR HILL PARK	13,846	15,233	13,845.27
6510 LIBRARY	366,530	366,530	366,530.00
7100 CONSERVATION	722	700	721.39
7130 COUNTY EXTENSION	76,348	76,348	71,909.24
7410 PLANNING & DEVELOPMENT	292,965	292,965	280,990.66
7520 DEVELOPMENT AUTHORITY	75,000	75,000	75,000.00
7640 ADULT LITERACY	750	750	-
9000 OTHER FINANCING USES	1,249,683	1,249,183	794,269.76
TOTAL GENERAL FUND	21,009,038	20,881,981	19,927,700

ALL FUNDS

<u>Fund</u>	<u>2014 Amended Budget</u>	<u>2014 Original Budget</u>	<u>Difference Between Orig & Amended</u>	<u>2014 Actual Expenditures</u>
100 DAWSON COUNTY GENERAL	21,009,038	20,881,981	127,057	19,927,700.26
200 DATE	21,000	21,000	-	21,000.00
201 JAIL	55,000	55,000	-	-
202 LVAP (CRIME VICTIMS)	24,300	24,300	-	21,043.51
205 LAW LIBRARY	36,590	36,590	-	25,398.65
206 FIRE/ESA DONATIONS ACCOUNT	50,795	-	50,795	35,667.71
207 FAMILY CONNECTION-(FC)	339,092	306,911	32,181	236,872.10
211 INMATE WELFARE FUND	60,000	60,000	-	98,625.93
212 CONFISCATED ASSETS DA	11,000	11,000	-	2,245.21
213 CONFISCATED ASSETS DCSO	43,000	43,000	-	42,828.20
215 EMERGENCY 911	893,570	685,527	208,043	913,806.18
250 MULTIPLE GRANTS	2,522,162	2,094,140	428,022	1,696,395.67
275 HOTEL/MOTEL TAX	325,000	325,000	-	320,735.31
315 GO BOND SERIES 2007 (SP5)	5,750,430	5,750,000	430	2,304,705.81
322 SPLOST IV	-	-	-	631.00
323 SPLOST V	6,525,179	6,525,179	-	6,569,426.59
350 CAPITAL PROJECTS	1,451,200	791,000	660,200	1,356,057.58
421 DEBT SVC GO BONDS 2007 SERIES	8,425,750	8,425,750	-	8,425,750.00
540 SOLID WASTE ENTERPRISE	756,411	756,003	408	594,463.87
565 DCAR GIS ENTERPRISE	153,791	153,791	-	14,197.86
615 FLEET FUEL AND MAINTENANCE FUND	1,299,443	1,299,443	-	1,220,300.87
771 INMATE ESCROW (KEEFE) 2008	100,000	100,000	-	97,335.55
785 IMPACT FEES	146	-	-	-
TOTALS	49,852,751	48,345,615	1,507,136	43,925,187.86

RECOMMENDATION

- Adopt Amended Budget for all funds as presented

QUESTIONS

Backup material for agenda item:

10. Approval of Intergovernmental Agreement with the City of Dawsonville for Animal Control Enforcement



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: County Attorney, Joey Homans

Submitted By: County Attorney, Joey Homans

Date Submitted: 05/18/2015

Item of Business/Agenda Title: Intergovernmental Agreement for Animal Control Enforcement

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: _____

Purpose of Request: **Seek decision of approval or rejection regarding intergovernmental agreement for animal control enforcement with the City.**

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: Joey Homans Date: 05/18/2015

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: CINDY CAMPBELL Work Session Date: 05/28/2015

Comments: _____

Attachments: _____

**INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL ENFORCEMENT**

**STATE OF GEORGIA
COUNTY OF DAWSON**

This Agreement is hereby made and entered into effective the ____ day of _____, 2015 between the CITY OF DAWSONVILLE, (hereinafter referred to as "CITY") and DAWSON COUNTY (hereinafter referred to as "COUNTY"), for the purpose of providing and maintaining Animal Control code enforcement and related services within the CITY. The parties hereto hereby agree as follows:

WHEREAS, the CITY does not have all of the necessary resources, equipment, or personnel to provide independent Animal Control code enforcement services to citizens of the CITY; and

WHEREAS, the Dawson County Marshal's Office (hereinafter "MARSHAL") provides code enforcement to the COUNTY for the enforcement of local COUNTY ordinances related to Animal Control; and

WHEREAS, Georgia law permits the MARSHAL to enforce local CITY ordinances and/or to provide other services to municipalities pursuant to an intergovernmental agreement; and

WHEREAS, the COUNTY maintains necessary personnel, equipment, and means to provide efficient code enforcement services related to Animal Control through the MARSHAL to the citizens of the CITY; and

WHEREAS, Animal Control services are paid for, in full or in part, by ad valorem taxes paid to the COUNTY by land owners in the CITY and in the COUNTY; and

WHEREAS, the parties hereto have determined that this Intergovernmental

Agreement serves the best interest of all parties and best serves the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY.

NOW, THEREFORE, in consideration of the promises set forth and the mutual promises hereby made, the covenants and conditions set forth herein, and in consideration of the terms of this Intergovernmental Agreement as a whole, the parties hereby agree as follows:

1.

TERM OF CONTRACT: This contract shall become effective on execution by the parties and shall continue in full force and effect until terminated in accord with the terms hereinbelow.

2.

ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE COUNTY THROUGH THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall perform the following services for the benefit of the residents and businesses of the CITY:

- a) Enforce CITY ordinances related to Animal Control. All tickets issued for violations of CITY ordinances related to Animal Control shall be returned to the City Court. All fines received by the City Court for Animal Control violations shall be equally divided between the CITY and the COUNTY recognizing the Court services costs incurred by the CITY and the enforcement services incurred by the COUNTY.
- b) The COUNTY shall be responsible for all costs or fees paid to the Dawson County Humane Society or such other provider of similar Animal Control services chosen by the COUNTY related to the provision of Animal

Control services within all of Dawson County, including the corporate limits of the CITY.

3.

COMPENSATION: The COUNTY acknowledges receiving substantial benefits under this Intergovernmental Agreement for Animal Control enforcement as set forth herein. The parties agree that the consideration and services provided by the CITY offsets the costs of providing Animal Control code enforcement and related services incurred by DAWSON COUNTY within the corporate limits of the CITY and constitutes complete reimbursement for the same.

4.

OBLIGATIONS OF THE COUNTY MARSHAL: The COUNTY, through the MARSHAL, shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein within the corporate limits of the CITY.

5.

OBLIGATIONS OF THE CITY: The CITY hereby agrees to comply with all reasonable requests of DAWSON COUNTY necessary to permit the MARSHAL to perform duties in accord with the terms of this Agreement. The CITY will provide City Court services including the Judge, City Solicitor, City Court Clerk and related court services necessary to implement the terms of this Agreement.

6.

TERMINATION OF AGREEMENT: Any party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than

October 1 of each calendar year. If this Agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agreement that the Agreement shall be renewed annually beginning January 1, 2016 and for a period of ten (10) years thereafter.

7.

ENTIRE AGREEMENT: This Agreement supersedes any and all Agreements, both oral and written, between the parties hereto regarding the rendering of Animal Control and related services for the benefit of the CITY, and this Agreement contains all of the covenants and Agreements between the parties regarding these services. Each party acknowledges that no representation, inducement, promise, or agreement (written or oral) has been made by either party or by anyone acting on behalf of a party that is not embodied in this Agreement. Any modification of this Agreement shall be effective only if any such modification is in writing and properly executed by the parties hereto.

8.

ADDITIONAL INSTRUMENTS: The parties hereby agree to properly and promptly endorse, execute, and deliver any instrument or document necessary from time to time to effectuate the provisions of this Agreement.

9.

AUTHORITY: The undersigned parties agree that each party has the authority and permission to execute this Agreement and that this Agreement has been approved by both the CITY Council and the COUNTY Commission. Further, the parties hereto hereby agree and acknowledge that each respective entity shall be responsible for the obligations as set forth herein.

10.

DISCLOSURE AND VOLUNTARY EXECUTION: Each party hereby declares that the foregoing Agreement has been read and each party declares a full understanding of the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this Agreement is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this Agreement is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

DAWSON COUNTY, GEORGIA

ATTEST:

Danielle Yarbrough, County Clerk


(seal)

Mike Berg, Chairman

DATE: _____, 2015.

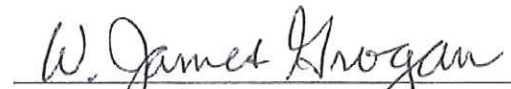
CITY OF DAWSONVILLE

ATTEST:



Bonnie Warne, City Clerk

(seal)



W. James Grogan, Mayor

DATE: 5-5-15, 2015.