

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA - THURSDAY, SEPTEMBER 8, 2016  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
4:00 PM**

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**NEW BUSINESS**

1. Presentation of proposed amendment to the 2006 Ambulance Billing Ordinance -  
Emergency Services Director Lanier Swafford
2. Presentation of update to the clinical contract with Chestatee Regional Hospital -  
Emergency Services Director Lanier Swafford
3. Presentation of contract with North Georgia Network (NGN) for backup internet services  
at the Dawson County Government Center - Network Systems Administrator Cameron  
Burt
4. Presentation of Bid #281-16 IFB Soccer Field Lights for Parks and Recreation - Parks &  
Recreation Director Lisa Henson

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

5. Presentation of request from KARE for Kids for parking lot use - Public Works Director  
David McKee
6. Presentation of request to accept Fredricks Cove Road into the Dawson County Road  
Maintenance Program - Public Works Director David McKee
7. County Manager Report
8. County Attorney Report

**Backup material for agenda item:**

1. Presentation of proposed amendment to the 2006 Ambulance Billing Ordinance -  
Emergency Services Director Lanier Swafford



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: August 25, 2016

Prepared By: Lanier Swafford

Voting Session: September 1, 2016

Presenter: Lanier Swafford

Public Hearing: Yes  No

Agenda Item Title: Amendment to the 2006 Ambulance Billing Rate Ordinance

Background Information:

The Dawson County Ambulance Billing Rate Ordinance was enacted in Jun of 2006. During the conversation and negotiations with our new EMS Billing Vendor, EMS Consultants, it was determined that due to changes in the Medicare/Medicaid allowable and private pay rates, Dawson County's rates should be adjusted.

Current Information:

Each of you have been briefed by myself and Interim CM Bill Tanner over the past couple of week concerning our current rates and proposed increases. These numbers are attached in a separate Word document for your reference. Again, these proposed increases were provided by our biller, EMS Consultants and are with industry standards for like services within our area.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: " I would move that Dawson County amend the Ambulance Billing Ordinance of 2006 with the rates as provided."

Department Head Authorization:  Date: 08/30/2016

Finance Dept. Authorization: Vickie Neikirk Date: 08/30/2016

County Manager Authorization: William D Tanner Date: 8/30/2016

County Attorney Authorization:  Date:

Comments/Attachments:

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

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

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

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

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

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

**SECTION II. SEVERABILITY**

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

**SECTION III. REPEALER**

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

**SECTION IV. EFFECTIVE DATE**

This ordinance shall be effective the \_\_\_ day of \_\_\_\_\_, 2016.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**DAWSON COUNTY BOARD  
OF COMMISSIONERS**

**ATTEST:**

By: \_\_\_\_\_  
**Mike Berg, Chairman**

By: \_\_\_\_\_  
**Danielle Yarbrough, County Clerk**

Vote: \_\_\_\_\_ Yes

\_\_\_\_\_ No

Dates of Advertisements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dates of Public Hearings:

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

I.

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

(h) Stand By per hour \$100.00.

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

## II. Severability

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

## IV. Repealer

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

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

Approved this 1<sup>st</sup> day of June, 2006.

Mike Berg  
Mike Berg, Chairman  
Dawson County Commissioners

Attest:

Tammy J. Clement  
Tammy Clement, Clerk  
Dawson County Commission

Vote:

Yes: 3

No: 0

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

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



# DAWSON COUNTY EMERGENCY SERVICES AMBULANCE BILLING RATE PROPOSAL

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

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

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**Backup material for agenda item:**

2. Presentation of update to the clinical contract with Chestatee Regional Hospital -  
Emergency Services Director Lanier Swafford



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: September 8, 2016

Prepared By: Lanier Swafford

Voting Session: September 15, 2016

Presenter: Lanier Swafford \_\_\_\_\_

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Chestatee Regional Hospital Clinical Contract

**Background Information:**

For several years Dawson County has had a clinical contract with Chestatee Regional Hospital to allow employees and students to participate in clinical learning opportunities. This is an update to the former agreement to include the signatures of the BOC.

**Current Information:**

Update to current contract, reviewed and approved by Joey Homans.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: X Budgeted: Yes \_\_\_\_\_ No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: I move that the Dawson County Board of Commissioners approve the clinical contract with Chestatee Regional Hospital for the purpose of clinical learning opportunities for students and employees of Dawson County Emergency Services

Department Head Authorization: Lanier Swafford

Date: 08/29/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 08/30/2016

County Manager Authorization: William D Tanner

Date: 8/30/2016

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

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## AFFILIATION AGREEMENT

This Agreement is made and entered this 19<sup>th</sup> day of August, 2016, by and between Dawson County EMS, Dawsonville, GA (EMS) and Chestatee Regional Hospital (Hospital), doing business in Dahlonega, GA.

The parties agree that the parties benefit if selected responders (the Responders) of the Dawson County Emergency Medical Services are provided clinical education experiences in the Hospital.

For and in consideration of the mutual benefits, the parties agree as follows:

### **1. Mutual Responsibilities**

a. The Hospital will accept the Responders selected by the EMS for a period of clinical education. The Hospital and the EMS shall mutually agree on the number of Responders participating in the EMS at the Hospital.

b. The schedule, content, objectives, and goals of the clinical education period will be arranged between the Director of the EMS and his/her designee and the Administrator of the Hospital or his/her designee.

c. The rules and regulations of the Hospital shall be applicable to the assigned Responders. The EMS shall be an independent contractor of the Hospital. No employee or Responder of the EMS shall be considered an employee of the Hospital.

d. The EMS and the Hospital retain the privilege to exchange and review materials relevant to the Responder's clinical education.

### **2. Program Responsibilities.** The EMS shall:

a. Provide the Hospital with a statement of goals, objectives, and schedule of the EMS.

b. Insure that the Responders are assigned appropriately by: not discriminating on the basis of race, creed, sex, national origin, or other prohibited basis, evaluating Responder competence and knowledge prior to the clinical experience, and assessing Responder health before the clinical experience.

c. Require that each Responder carry appropriate professional liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and provide written proof thereof to the Hospital before any Responder begins the program.

d. Insure that the Responder is knowledgeable concerning and has made preparations for:

- a. the necessary and appropriate uniforms and supplies if not provided by the Hospital;
  - b. keeping in confidence all medical and personal information regarding patients;
  - c. transportation needed to fulfill responsibilities at the Hospital;
  - d. room and board during the time of clinical assignment; and
  - e. scheduling arrival at and departure from the Hospital.
- e. Insure that the Responder is aware of all EMS requirements and regulations for clinical education, including professional standards of practice.
- f. Insure that the Responder is aware of all relevant rules, regulations, and schedules of the Hospital which were made available to the EMS or the Responder by the Hospital.
- g. Provide communication between the EMS and the Hospital by:
- a. appointing a member of the staff of the EMS to act as Chief Liaison with the Hospital;
  - b. notifying the Hospital in writing of identification of the Staff member acting as chief liaison with the Hospital;
  - c. notifying the Hospital annually of the clinical education schedule for the current year;
  - d. notifying the Hospital of specific Responder assignments ensuring the clinical education needs of the Responder are met; and
  - e. providing the Hospital with Specific Responder outcome objectives for the clinical assignment for each Student.
- h. Assure that Responders with unsatisfactory performance (grade of less than C) in the classroom will not be placed at the Hospital.
- i. Submit a schedule with names of affiliating students at least two weeks before the affiliation date commences.
- j. Assure that each responder has a physical and dental examination before entering the clinical practicum. Documentation shall be provided to the Hospital upon request.
- k. In an effort to protect the Responders who may be at risk of contracting communicable diseases in the course of their clinical instruction, the Responder will:
- a. be counseled regarding the potential for contracting such diseases such as Hepatitis B, Tuberculosis, and if Responder was born after January 1957, serologic evidence of immunity or proof of vaccination against Measles, Mumps, and Rubella;

- b. Insure that a MMR vaccine was administered within the last ten years;
- c. be strongly encouraged to receive the Hepatitis B Vaccine;
- d. sign document of declination if Responder chooses not to receive the HBV, which will be kept on file at the EMS Facility and provided at the request of the Hospital; and
- e. provide proof of annual PPD or history of positive PPD with current chest x-ray results will be kept on file at the EMS Facility and provided upon request.

**3. Hospital Responsibilities.** The Hospital shall:

- a. Provide all reasonable information requested by the EMS on Responder's work performance.
- b. Provide Hospital's Chief Liaison with Responders' Clinical Evaluation Experience Forms.
- c. Appoint a Hospital Employee to act as Chief Liaison in the absence of the EMS's Chief Liaison.
- d. Notify the EMS no less than ten working days in advance of a clinical assignment of any changes in the Hospital's ability to provide an educational opportunity for Responders.
- e. Assure that the clinical preceptors provide a professional learning experience to each responder.
- f. Provide the EMS with a list of identified preceptors and their areas of expertise at least one week prior to the affiliation date to commence.

**4. Responder Withdrawal.** A Responder may be withdrawn from the EMS Program at any time following assignment by the EMS of the Hospital for any of the following reasons:

- a. unprofessional or unethical behavior on the part of the Responder.
- b. unprofessional or unethical behavior on the part of the staff of the Hospital which directly affects the Responders' program.
- c. failure on the part of the Responder to meet any necessary academic requirements.
- d. personal good cause including, but not limited to, medical emergencies.

**5. General Agreement.**

a. The term of this Agreement shall commence August 19, 2016 and terminate on December 31, 2016. This Agreement shall automatically renew for additional one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the then-existing term.

b. Both parties reserve the right to terminate this Agreement without cause provided thirty days written notice is given to be delivered by certified mail to the address set forth below.

c. EMS will indemnify and hold Hospital harmless from all claims arising from or in connection with (i) the conduct or management of the services provided by the Hospital in accord with the terms hereof or any condition created in or about the Hospital during the term of the contract or (ii) any act, omission or negligence of EMS or any of EMS's subcontractors or licensees or the partners, directors, officers, agents, employees, or invitees.

If to EMS:

Dawson Emergency Medical Services  
Attn: Lanier Swafford, Chief  
393 Memory Lane  
Dawsonville, GA 30534

If to Hospital:

Chestatee Regional Hospital  
Attn: Chief Executive Officer  
227 Mountain Drive  
Dahlonega, GA 30533

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**COUNTY**

Dawson County EMS

Name \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Dawson County Board of Commissioners

**HOSPITAL**

Chestatee Regional Hospital

Name \_\_\_\_\_

Date \_\_\_\_\_

Chief Executive Officer



**Backup material for agenda item:**

3. Presentation of contract with North Georgia Network (NGN) for backup internet services at the Dawson County Government Center - Network Systems Administrator Cameron Burt



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: IT

Work Session: 09/082016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 09/15/2016

Presenter: Cameron Burt, IT

Public Hearing: Yes  No

Agenda Item Title: Presentation of contract with North Georgia Network (NGN) for backup internet services at the Dawson County Government Center

**Background Information:**

The IT Department contacted North Georgia Network (NGN) regarding services at the Government Center. Windstream is the current provider for internet services to all of the Dawson County Government facilities (refer to [Bid#240-14 RFP](#)). Competitive bids/quotes are not needed because NGN is a sole source as they are the only other internet service provider in Dawson County.

**Current Information:**

The contract with NGN will allow for a true backup internet system at the Dawson County Government Center (DCGC). Additionally, the NGN circuit will be used for future offsite data backup transmission. The size of this circuit is much larger than current infrastructure and will allow transmission of data to the cloud for offsite storage and replication. This will give the County the redundancy that it has needed for disaster recovery. Furthermore, this will allow IT to provision certain data traffic at the DCGC and Sheriff's Office over this circuit for the use of large amounts of data that needs to be transferred to other facilities and agencies. NGN will be installing a 1GB circuit at the DCGC for a one-time charge of \$100. This fee is at a greatly reduced rate compared to original terms. Data plan is for 1GB for \$500/month.

Budget Information: Applicable:  Not Applicable:

Budgeted Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1535	523207	FY2016 \$1,500 FY2017 \$6,000	FY16\$39,260	\$1,500	

Recommendation/Motion: Staff respectfully requests the Board to approve the contract with North Georgia Network (NGN) to provide backup internet services for the Dawson County Government Center in the amount of \$6,000 per year as submitted.

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 9/2/16

County Manager Authorization: William D Tanner

Date: 9/2/16

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

Attachments: Contract is attached.



**Business-Class Internet Services**  
 6135 STATE HWY 115, SUITE 1B  
 CLARKESVILLE, GA 30523  
 P: 706.770.2022  
 F: 866-293-5861

**FIBER INSTALLATION / INTERNET SERVICE AGREEMENT**

**Contact Information**

Customer Account Name: Dawson County Government - Courthouse  
 Physical Property Address: 25 Justice Way  
 City: Dawsonville State: GA Zip Code: 30534  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Billing Contact Person: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_  
 Billing Email (used for sending/receiving monthly invoices and account information): \_\_\_\_\_  
 IT Contact Person: Cameron Burt Telephone: ( 678 ) 936 - 2503  
 IT Email (used by NGN Connect technical support): \_\_\_\_\_

**Small Business Shared Internet Service Plan Information**

- Gig Data Plan for \$500/month (Limited Availability):** includes Gig service, 1 Static IP Address  
 Gig maximum typical speeds range between 500 Mbps and 950 Mbps. Actual Internet speeds may vary **and are not guaranteed**. There are several factors that may impact the speed customers receive. See "How to Get the Most from Your Fiber Connection" on [ngnconnect.com](http://ngnconnect.com) for more information.
- Additional Static I.P. Addresses 5 for \$25 per Month**  
 \_\_\_\_\_ **(initial) Customer Responsibilities:** Customer agrees to provide a penetration through an exterior wall with a 3/4" grey PVC sleeve that extends 2" beyond the surface of the exterior of the building at a location agreed upon by NGN Connect. A 120VAC outlet will be required at the equipment location inside.

**Agreement Information**

By applying for Georgia Communications Cooperative Internet Service(s) dba NGN Connect, the Customer does hereby agree to an *initial term from execution to December 31, 2016 and that the agreement may be automatically renewed for one-year terms, unless either party gives notice of termination. 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 in the contract. 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 in the contract. 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.*

Customer is requesting **fiber** delivered Internet service(s) at the data rate selected in the agreement above. The monthly rate will be billed by NGN Connect. Customers using shared bandwidth Internet service(s) must be aware that shared type service is not designed for use with any long-term and/or continuous streaming service(s). Customers using long-term and/or continuous streaming service(s) on shared type plans are aware that available bandwidth for data use may be greatly diminished and NGN Connect is not liable for performance problems resulting from such streaming service(s). Customer agrees that continuous service cannot be guaranteed, and that critical communications may require redundant equipment and paths that are not included in this agreement.

Customer understands and agrees that it may not share or resell this service. Doing so may result in immediate disconnection and termination of this agreement. Customer agrees to the terms of the Acceptable Use Policy located at [www.ngnconnect.coop/policy](http://www.ngnconnect.coop/policy).

**Installation:** Contracts are not considered binding until NGN Connect / North Georgia Network (NGN) Engineer approval. Upon Engineering department approval, NGN Connect / NGN will be responsible for installation of wireless/fiber service up to the CPE (Customer Premise Equipment). NGN Connect / NGN does not provide support service for Customer's LAN (Local Area Network). Customer understands some LAN configuration work may be required to support Internet service. Such configuration effort shall be the sole responsibility of the Customer. Customer also understands they are responsible for wiring from the CPE to Customer's LAN. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or its designated installer.

**Note:** In the case of installation procedures that exceed regular standard service, the Customer will be charged at the current hourly rate. A additional installation charges may include, but are not limited to, inside wiring, LAN and WAN (Wide Area Network) configurations, etc. Customer grants NGN Connect and its contractors the right to construct, dig, operate, access and maintain fiber-optic lines and associated pedestals, or other apparatus necessary for fiber service installation. Customer grants NGN Connect and its contractor's easement to and from installed equipment for purposes deemed necessary by NGN Connect including but not limited to providing service to surrounding customers. The undersigned does not convey any land, but merely grants an easement for such fiber-optic facilities. The benefits and considerations of such fiber-optic installation shall inure to any successors and/or assignees of NGN Connect or the consumer. Additional charges will apply for installation beyond a reasonable distance as determined by NGN Connect or designated its installer.

**Equipment:** NGN/NGN Connect will install the necessary Interface Device to provide Internet services. Should the Customer modify the Interface Device to the extent service is interrupted and, at the request of Customer, it becomes necessary for NGN/NGN Connect to restore service because of Customer modifications, Customer will incur an hourly rate for service restoration. All Interface Device and associated equipment remains the property of the NGN. Should the Customer terminate this Agreement for any reason, any outstanding Internet service unpaid balance must be paid through the date of service termination. Upon expiration of the initial term of this Agreement, the agreement shall automatically renew in One (1) Year increments at the customer's existing monthly recurring rate unless Customer provides written notice of non-renewal 30 days prior to such expiration. Customer consents that this agreement may be assigned or otherwise transferred to NGN or its designee, including all rights and responsibilities, in whole or in part, at any time, upon written notice to Customer.

**Membership:** By signing this agreement, Customer agrees to become a member of NGN Connect, Inc. Applicant hereby agrees and certifies as follows: A) Applicant has been provided with a copy of the Bylaws of NGN Connect as currently in effect, and hereby agrees to be bound by the Bylaws of NGN Connect, as amended from time to time, Cooperative Articles of Incorporation and such policies, rules and regulations as may from time to time be adopted by Georgia Communication Cooperative's Board of Directors. Bylaws may be found at [www.ngnconnect.coop/bylaws](http://www.ngnconnect.coop/bylaws). B) Applicant agrees to purchase telecommunications services from NGN Connect. C) Applicant's membership in NGN Connect is to become effective upon: 1. Approval of Membership by the Board of Directors of NGN Connect and 2) Execution by NGN Connect and Applicant of this agreement.

Customer Signature: \_\_\_\_\_ (sign) Date: \_\_\_\_\_

**Account Information**

Account Login / Primary Email / Username: \_\_\_\_\_@ngnconnect.net

Password: \_\_\_\_\_ (minimum length = 8 characters)

**Additional Email Address Information**

Account Login / Email / Username: \_\_\_\_\_@ngnconnect.net

Password: \_\_\_\_\_ (minimum length = 8 characters)

Account Login / Email / Username: \_\_\_\_\_@ngnconnect.net

Password: \_\_\_\_\_ (minimum length = 8 characters)

Account Login / Email / Username: \_\_\_\_\_@ngnconnect.net

Password: \_\_\_\_\_ (minimum length = 8 characters)

Account Login / Email / Username: \_\_\_\_\_@ngnconnect.net

Password: \_\_\_\_\_ (minimum length = 8 characters)

**FAX SIGNED AGREEMENT TO (866)-293-5861**

**Backup material for agenda item:**

4. Presentation of Bid #281-16 IFB Soccer Field Lights for Parks and Recreation - Parks & Recreation Director Lisa Henson

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



# W DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Park & Recreation

Work Session: 09/08/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 09/15/2016

Presenter: Lisa Henson, Park & Recreation Director

Public Hearing: Yes  No

Agenda Item Title: Presentation of Bid #281-16 IFB Soccer Field Lights for Park & Recreation

**Background Information:**

Rock Creek Park opened in 2001 and has three (3) soccer fields located on the south end. Currently the lighting on the track and parking lot is the only lighting available. The intent of this project is to maximize the use of the fields. Scope of work includes installation of 10 galvanized steel poles, lighting, service panel and warranty. Georgia Power to set the transformer. All work must be completed between December 1, 2015 and January 31, 2017 as to not disrupt the playing season.

**Current Information:**

Four (4) bids were received with both pricing options (Metal Halide and LED lighting); one (1) bid was non-responsive. Cain Electric is most responsive, responsive bidder. Cain Electric has experience with sports facilities and installation of sports lighting.

Budget Information: Applicable:  Not Applicable:

Budgeted Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	6220				\$396,770.00	

Recommendation/Motion: Staff respectfully requests the Board to award #281-16 IFB Soccer Field Lights for Park & Rec to the most responsive, responsible bidder, Cain Electric from Gainesville, GA, in the amount of \$360,700 for the LED outdoor lighting option plus a 10% contingency of \$36,070 to be paid from SPLOST VI and accept the contract as submitted. The contingency request is to cover the installation of the transformer and any unforeseen items to be approved by the County Manager.

Department Head Authorization: Lisa Henson, Park Director

Date: 08/24/2016

Finance Dept. Authorization: Vickie Neikirk, CFO

Date: 8/25/2016

County Manager Authorization: William D Tanner

Date: 8/25/16

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

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

# Soccer Field Lights for Park & Rec Bid #281-16 IFB

WORK SESSION SEPTEMBER 8, 2016



# Background

- ▶ Rock Creek Park was opened in 2001
- ▶ 3 soccer fields on the south end
- ▶ Soccer is an ever-growing sport with 266 participants in Spring 2016 and 357 in Fall 2016 (Fall is larger because of Academy Selects Program)
- ▶ Only lighting is on the track and parking lots – no lighting on fields
- ▶ Intent of the project is to maximize use of the fields
- ▶ SPLOST VI approved expenditure
- ▶ Public Works Construction laws in effect
  - ▶ New construction over \$100,000
  - ▶ Must be Invitation for Bid method
  - ▶ Must be awarded to the lowest, responsive, responsible bidder
  - ▶ Bonds & liquidated damages required



# Scope of Work

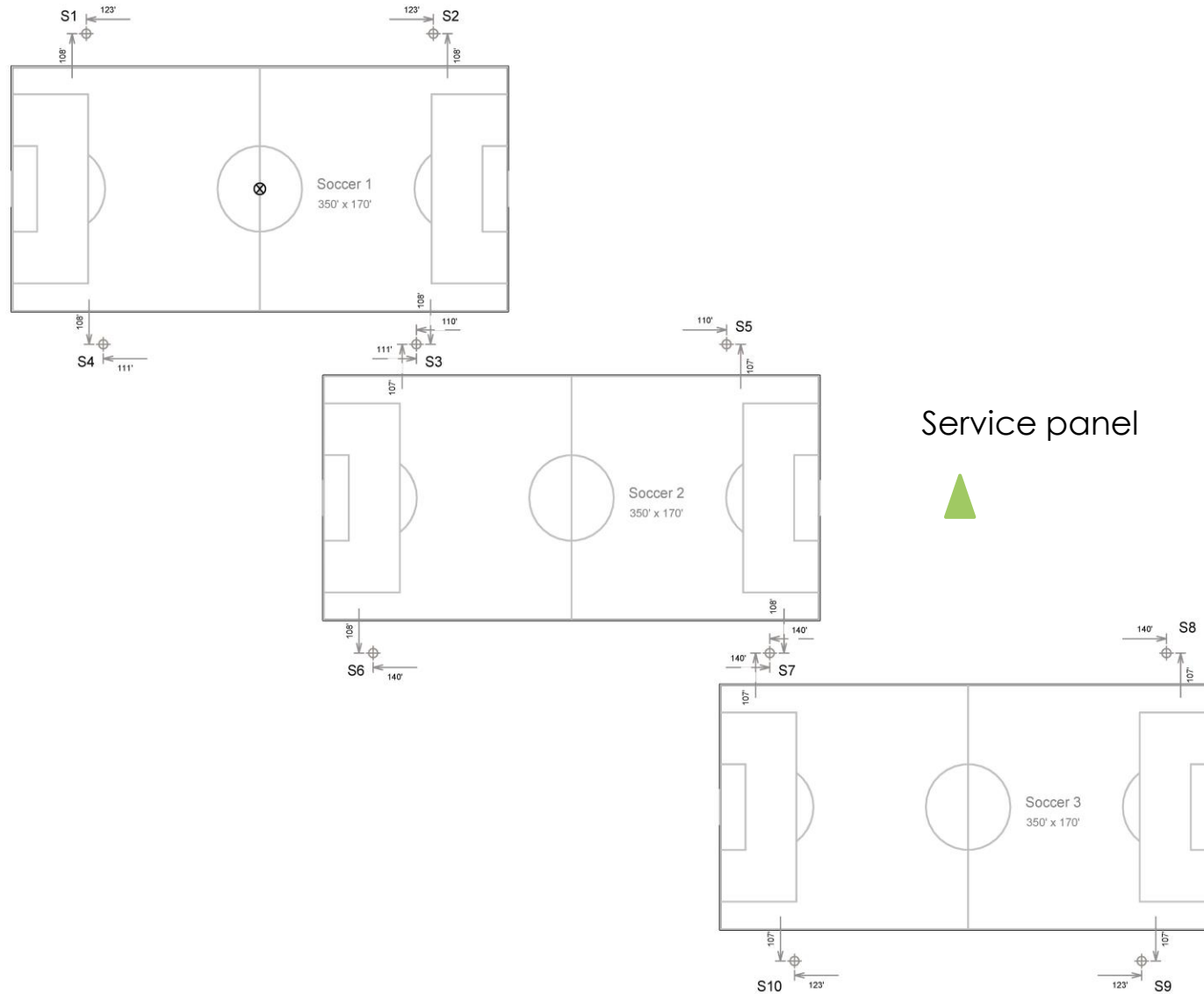
Vendor to provide all labor, materials and equipment to provide a turnkey solution for soccer field lighting at three soccer fields at Rock Creek Park

- ▶ Brand: Musco brand or equivalent could be bid
- ▶ 10 galvanized steel poles (daisy chained to be controlled individually)
- ▶ Shall not exceed 30 foot-candles at any point
- ▶ Remote on/off or from service panel
- ▶ 25 year manufacturer's warranty with re-lamp included
- ▶ Vendors asked to provide Metal Halide & LED Lighting solutions
- ▶ Work to be completed between December 1, 2016 – January 31, 2017
- ▶ Georgia Power to set transformer; Vendor is responsible for providing secondary power and meter

# 3 Soccer Fields



# Equipment Locations



**MY PROJECT**  
 Name: Rock Creek Soccer Complex  
 Location: Dawsonville, GA

**EQUIPMENT LAYOUT**

**INCLUDES:**  
 · Soccer 1  
 · Soccer 2  
 · Soccer 3

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**EQUIPMENT LIST FOR AREAS SHOWN**

QTY	LOCATION	Pole SIZE	GRADE ELEVATION	Luminaires			QTY / POLE
				MOUNTING HEIGHT	LAMP TYPE		
8	S1-S2 S10-S12	60'	-	60'	1500W MZ		6
2	S4-S6 S3, S7	60'	-	60'	1500W MZ	6/6*	
10	<b>TOTALS</b>						72

\* This structure utilizes a back-to-back mounting configuration

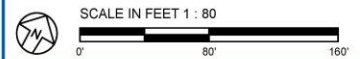
**SINGLE LUMINAIRE AMPERAGE DRAW CHART**

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)					
	208 (90)	220 (90)	240 (90)	277 (90)	347 (90)	480 (90)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7

Service panel



Transformer by shop



Pole location(s) + dimensions are relative to 0,0 reference point(s) ⊗

**ENGINEERED DESIGN**  
 By: Bradley D. Schlesselman, LC  
 File # / Date: 167943 19-Aug-15

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# Required Qualifications

- ▶ Experience: Contractors must be qualified to perform the scope of work. It is the responsibility of the vendor to provide information to show qualifications. Evidence of company background and 5 years' experience was required. Work is to be completed by a licensed electrical contractor (copy of license required).
- ▶ References: A minimum of three (3) references must be provided that show similar work to what was requested in the solicitation. References should be for sports facilities within the last three (3) years.
- ▶ Financial Stability: Vendor must show financial stability either by providing the most recent audit or a bank letter.

# 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 Social Media accounts
- ▶ Notification through Chamber of Commerce
- ▶ **Held an optional pre-proposal meeting July 28, 2016 – 7 attendees**
- ▶ **4 proposals received**



# Evaluation Committee

- ▶ Lisa Henson, Parks & Recreation Director
- ▶ Buffie Hamil, Programs Coordinator
- ▶ David McKee, Public Works & SPLOST Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Pricing

Company	Turnkey Metal Halide Lighting	Turnkey LED Lighting	Days to Complete Project	Warranty At No Cost
<b>Cain Electric</b>	\$307,700	\$360,700	61 days	25 years manufacturers' warranty (Musco)
<b>Cory Clark Electric</b>	\$324,800	\$378,400	30 days	25 years manufacturers' warranty (Musco) & 1 year installation
<b>North Cobb Electric</b>	\$385,500	\$443,825	45 days	25 years manufacturers' warranty (Musco) & 1 year installation
<b>C&amp;M Enterprises</b>	Disqualified – Non-Responsive			

C&M Enterprises failed to submit proof of 5 years' experience nor did they provide a minimum of 3 references proving similar work at other sports facilities.

## 2010 Test Fields

Soccer Field Lighting—240 ft x 150 ft, 30 footcandles horizontal · Oskaloosa, Iowa, USA



### Metal Halide — 1500-watt Z-Lamp™

**EQUIPMENT:** 16 fixtures, 4 poles

**ENERGY:** 25.0 kW

### LED — 2010 Technology

**EQUIPMENT:** 84 fixtures, 6 poles

**ENERGY:** 34.4 kW

**PROJECT COST:** 6 to 7 times more than metal halide

### LED — 2014 Technology

**EQUIPMENT:** 42 fixtures, 6 poles

**ENERGY:** 16.6 kW

**PROJECT COST:** 1½ to 2 times more than metal halide



# Lighting Solutions – Comparison

## HID

### 2005 Technology

Takes **10-15 minutes to warm up** –  
Brown out situation would delay start  
up **30 minutes** each occurrence

**Capital Cost: \$307,700 from SPLOST VI**

**Maintenance from General Fund:**

Energy – 112.62kW for all fields

## LED

### 2014 Technology

**Instant on** – no warm up  
Better control of foot-candles  
Will look brighter

**Capital Cost: \$360,700 from SPLOST VI**

**Maintenance from General Fund:**

Energy efficient – 68.04kW for all fields

# 25-Year Life Cycle Cost Comparison

## Assumptions

Field Name: Soccer		Musco Green Generation Lighting™ HID		Musco Green Generation Lighting™ LED	
Annual Operating Hours	300	No.	Avg.	No.	Avg.
Energy Cost/ kWh	\$0.10	Fixtures	kW	Fixtures	kW
Fixture Compared to:	150000	72	112.61	108	68.04
Controls Labor Savings	\$0.00				
Controls Energy Savings	25%				

	Musco Green Generation™ HID	Musco Green Generation™ LED
Hours	7500	7500
Average kW	112.6	68.0
Total kW	844,560.0	510,300.0
Metric Tons of CO2	582.4	351.9
<b>Energy</b>	<b>\$84,456</b>	<b>\$51,030</b>
Group Relamp	\$0	\$0
Lamp Maintenance	\$0	\$0
Controls - Energy	\$0	\$0
Controls - Labor	\$0	\$0
<b>25-Year Life-Cycle Costs</b>	<b>\$84,456</b>	<b>\$51,030</b>

# Budget Comparison

Metal Halide Lighting	Price
HID Lighting	\$307,700.00
GA Power (transformer)	\$18,527.06
<b>Total</b>	<b>\$326,227.06</b>
SPLOST VI Budget	\$375,000.00
Under Budget	\$48,772.92

LED Lighting	Price
LED Lighting (Recommendation)	\$360,700.00
GA Power (transformer)	\$18,527.06
<b>Total</b>	<b>\$379,227.06</b>
SPLOST VI Budget	\$375,000.00
Overage	(\$4,227.06)

# Recommendation

Staff respectfully requests the Board to award #281-16 IFB Soccer Field Lights for Park & Rec to the most responsive, responsible bidder, Cain Electric from Gainesville, GA, in the amount of \$360,700 for the LED outdoor lighting option plus a 10% contingency of \$36,070 to be paid from SPLOST VI and accept the contract as submitted.

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



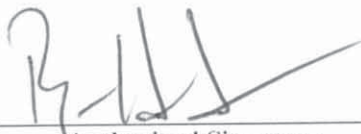
**BID #281-16 #281-16 IFB SOCCER FIELD LIGHTS FOR PARK AND RECREATION  
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: Cain Electric Co., Inc.

Vendor to provide all materials, labor and equipment needed to complete the Scope of Work.

	Price
Option 1: Turnkey Pricing Metal Halide Outdoor Lighting	\$ 307,700.00
Option 2: Turnkey Pricing LED Outdoor Lighting	\$ 360,700.00
Start Date	December 1, 2016
Days to Complete Project	61 days (completion date Jan. 30, 2017)
Product Warranty	No <del>change</del> cost
Labor Warranty	↓
Installation Warranty	

Vendors must attached applicable licenses and certifications

  
Authorized Signature

Vice President  
Title

Ryan Howard  
Print Name

August 12, 2016  
Date

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

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Bid #260-15 RFP Historic Courthouse Restoration: Window Replacement      This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Cain Electric, Inc. a Georgia Corporation (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Bid #281-16 IFB Soccer Field Lights for Park & Recreation** for furnishing materials, labor, and equipment necessary for the installation of soccer field lights at Rock Creek Park as listed in the specifications and proposed by the Contractor.

## **ARTICLE 1**

### **THE CONTRACT AND THE CONTRACT DOCUMENTS**

#### **1.1      The Contract**

1.1.1      The Contract between the Owner and the Contractor, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

#### **1.2      The Contract Documents**

1.2.1      The Contract Documents consist of this Document, the **Bid #281-16 IFB Soccer Field Lights for Park & Recreation** and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

#### **1.3      Entire Agreement**

1.3.1      This Contract, together with the Contractor's payment bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

#### **1.4      No Privity with Others**

1.4.1      Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

#### **1.5      Intent and Interpretation**

1.5.1      The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2      This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in **Bid #281-16 IFB Soccer Field Lights for Park & Recreation**.

**2.2** The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated portion of the Project; furnishing of any required bonds and insurance; provision of required certifications and documentation of associated testing results; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Contractor is generally described as follows: Provide a turnkey solution for soccer field lights at Rock Creek Park as specified in the bid document.

## **ARTICLE III**

### **CONTRACT TIME**

#### **3.1 Time and Liquidated Damages**

3.1.1 The Contractor shall complete the work within a 61 calendar day period after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of two hundred fifty dollars (\$250.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

#### **3.2 Substantial Completion**

3.2.1. "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

**3.3 Time is of the Essence**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

**ARTICLE IV**

**CONTRACT PRICE**

**4.1 The Contract Price**

**4.1.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$360,700 Three hundred sixty thousand seven hundred dollars for furnishing materials, labor, and equipment necessary for the completion of Project **#281-16 IFB Soccer Field Lights for Park and Recreation**. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as “lump sum”.

**ARTICLE V**

**PAYMENT OF THE CONTRACT PRICE**

**5.1 Payment Procedure**

5.1.1 Based upon the Contractor's applications and certificates for payment issued to the Owner, Owner shall make progress payments to the Contractor to be applied toward the Contract Price.

5.1.2 On or before the tenth day of each month after commencement of the work, the Contractor shall submit an Application for Payment for the period ending the last day of the prior month to the Owner in such form and manner, and with such supporting data and content, as the Owner may reasonably require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, i.e., labor, materials and equipment properly incorporated in the work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment incorporated in the work, less the total amount of previous payments received from the Owner for such labor, materials, and equipment. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the work has been properly performed in full accordance with this Contract. When Owner determines amounts requested to be properly owing to the Contractor, the Owner shall make partial payments on account of the Contract Price to the Contractor on a day to be determined each month in which application for payment is made.

5.1.3 The Contractor warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees.



5.1.4 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

## **5.2 Withheld Payment**

5.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor to protect the Owner from loss because of:

- a) Defective work not remedied by the Contractor;
- b) Claims of third parties against the Owner;
- c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- d) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for substantial or final completion;
- f) Persistent failure to carry out the work in accordance with the Contract; or
- g) Damage to the Owner or a third party to whom the Owner is, or may be, liable

## **5.3 Completion and Final Payment**

5.3.1 When all of the work is finally complete and the Contractor is ready for a final inspection, Contractor shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Contractor will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract.

5.3.2 The Contractor shall not be entitled to final payment unless and until the Contractor submits to the Purchasing Department an affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the work for which the Owner or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Manager or the Owner; and consent of the Surety to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.3.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Project Manager's execution of a final Certificate for Payment.

5.3.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the contractor as unsettled at the time of its request for final payment.

5.3.5 Payment shall be made at the unit rates as set out in the Pricing Schedule submitted by the Contractor for the Work for the quantities actually installed into the Work except as follows:

- (a) There are no exceptions.

## **ARTICLE VI**

### **THE OWNER**

#### **6.1 Information, Services and Things Required From Owner**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, three copies of the Contract Documents for execution of the Work.

#### **6.2 Right to Stop Work**

6.2.1 If the Contractor fails or refuses to perform the work in accordance with this Contract, the Owner may order the Contractor to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Contractor shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Contractor in accordance with the contract documents.

#### **6.3 Owner's Right to Perform Work**

6.3.1.1 If the Contractor's work is stopped by the Owner under Paragraph 6.2 and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Contractor shall pay the difference to the Owner.

## **ARTICLE VII**

### **THE CONTRACTOR**

7.1 The Contractor shall perform the work strictly in accordance with this Contract.

7.2 The Contractor shall supervise and direct the work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees, subcontractors, and others engaged in the work on behalf of the Contractor.

#### **7.3 Warranty**

7.3.1 The Contractor warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective.

7.4 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the work. The Contractor shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

#### **7.5 Supervision**

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

#### **7.6 Cleaning the Site and the Project**

7.6.1 The Contractor shall keep the site reasonably clean during performance of the work. Upon final completion of the work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property.

#### **7.7 Access to Work**

7.7.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

#### **7.8 Indemnity**

7.8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

7.8.2.1 In claims against any person or entity indemnified under this Paragraph 7.8 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE VIII

### CONTRACT ADMINISTRATION

#### 8.1 Administration

8.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager, named here as Bob Ivey.

8.1.2. The Owner and the Contractor shall communicate with each other in the first instance through the Project Manager for all site work.

8.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Contractor.

8.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

8.1.5 The Owner's Representative will review the Contractor's Applications for Payment and will certify those amounts then due the Contractor as provided in this Contract.

8.1.6 The Owner's Representative, shall, upon request from the Contractor, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

#### 8.2 Claims by the Contractor

8.2.1 All Contractor claims shall be initiated by written notice and claim to the Owner attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.2.3 ***Claims for Concealed and Unknown Condition*** - If concealed and unknown conditions are encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract or if unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this contract be encountered, then the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

#### 8.2.4 *Claims for Additional Costs*

8.2.4.1 If the Contractor wishes to make a claim for an increase in the Contract Price, then as a condition precedent to any liability of the Owner, the Contractor shall give the Owner written notice of such claim within seven days after the occurrence of the event or the first appearance of the condition giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.2 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Owner has been established in a court of competent jurisdiction.

#### 8.2.5 *Claims for Additional Time*

8.2.5.1 If the Contractor is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project.

#### 8.2.6 *Claims for Weather Delays*

8.2.6.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Contractor consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

### ARTICLE IX

#### CHANGES IN THE WORK

##### 9.1 **Changes Permitted**

9.1.1 Changes in the work within the general scope of this Contract consisting of additions, deletions, revisions, or any combination thereof may be ordered without invalidating this Contract by Change Order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization.

9.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

## **9.2 Change Order Defined**

9.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

## **9.3 Changes in the Contract Price**

9.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then as provided in Subparagraph 9.3.2 below.

9.3.2 If no mutual agreement occurs between the Owner and the contractor as contemplated in Subparagraph 9.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

9.3.3 If unit prices are provided in the Contract and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, then the applicable unit prices shall be equitably adjusted.

## **9.4 Notice to Surety; Consent**

9.4.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent and approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

# **ARTICLE X**

## **CONTRACT TERMINATION**

### **10.1 Termination by the Contractor**

10.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor for all work executed.

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice

to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

## **10.2 Termination by the Owner**

### **10.2.1 For Convenience**

10.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

10.2.1.2 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

10.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

#### 10.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement of the amount due to the contractor, the Owner shall pay the Contractor the following amounts:
  - i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
  - ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
  - iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;

- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

**10.2.2 For Cause**

10.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

10.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

10.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to subparagraph 10.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 10.2.1 and the provisions of Subparagraph 10.2.1 shall apply.

**ARTICLE XI**

**INSURANCE**

**11.1 Contractor's Insurance Requirements**

11.1.1 The Contractor shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to One Million (\$1,000,000.00) Dollars.

11.1.2 The Contractor shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Comprehensive General Liability Insurance required by Paragraph 11.1.1.

11.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

11.1.4 The Contractor shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law.

**ARTICLE XII**

**MISCELLANEOUS**

**12.1 Governing Law**

12.1.1 This Agreement is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia



**12.2 Successors and Assigns**

12.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

**12.3 Surety Bonds**

12.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:  
DAWSON COUNTY, GEORGIA

CONTRACTOR:

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

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

Name: Mike Berg

Name: Ryan Howard

Title: Chairman

Title: Vice President

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

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

Attest:

Attest:

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

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

Name: Danielle Yarbrough

Name: \_\_\_\_\_

Title: County Clerk

Title: \_\_\_\_\_

**Backup material for agenda item:**

5. Presentation of request from KARE for Kids for parking lot use - Public Works Director David McKee



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 8-8-16

Prepared By: McKee

Voting Session: 8-15-16

Presenter: David McKee

Public Hearing: Yes  No

Agenda Item Title: Request for KARE for Kids to use County Parking Lots

Background Information:

KARE for Kids is a 501c3 non-profit organization that provides Christmas items for Kids in need within Dawson County. KARE puts on the Mountain Mooshine Festival annually as a sole fundraiser to provide for local Kids.

Current Information:

KARE has requested the use of the county parking lots for use during the moonshine festival for parking. KARE will provide all insurance certificates in Dawson County BOC name.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve KARE for Kids to utilize the county parking lots

Department Head Authorization: \_\_\_\_\_

Date: 8-30-2016

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

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

County Manager Authorization: William D Tanner

Date: 9/2/2016

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

KARE Letter, Lease Agreement, insurance certificate

## LEASE AGREEMENT

For and in consideration of the mutual promises contained herein and other good and valuable consideration, Dawson County, Georgia (hereinafter referenced as "County") and KARE for Kids, Inc., a 501(c)(3) non-profit organization (hereinafter referenced as "KARE for Kids"), agree to this lease agreement as follows:

1. Premises

The County agrees to lease to KARE for Kids parking areas at the County Courthouse/Administrative Center, County Extension Office, Health Department, Elections Office, Library, and other County Offices (K.H. Long Building) within Dawsonville ("leased premises").

2. Term

This lease shall be for the days of October 22, 2016 and October 23, 2016.

3. Use of Premises

The leased premises shall be used by KARE for Kids only for purposes of the 49<sup>th</sup> Annual Mountain Moonshine Festival and for no other purpose. KARE for Kids shall not use the leased premises or allow or permit the leased premises to be used in any way or for any purpose that the County, in its sole discretion, deems hazardous. KARE for Kids shall be responsible for providing maintenance for the leased premises. Litter and trash shall be removed from the leased premises by KARE for Kids at the conclusion of the 49<sup>th</sup> Annual Mountain Moonshine Festival on October 23, 2016.

4. Insurance

KARE for Kids shall, at its expense, maintain comprehensive public liability insurance for any occurrence resulting in property damage, bodily or personal injury or death and consequential damages arising therefrom and shall provide the County a certificate of insurance for such liability insurance policy and shall list Dawson County as an additional named insured on the liability insurance policy.

5. Indemnity

KARE for Kids agrees to indemnify and hold harmless the County, the County's officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claim, settlement, award, penalty, fine, defense or judgment because of any loss or damage to any person, property, or right arising out of or in consequence of this lease and KARE for Kids' operations authorized in accord with this lease. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of KARE of Kids or the County or their agents, employees, invitees, permittees or guests. This

indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.

6. Entire Agreement

This lease contains the entire agreement of the parties and no representation, inducement or promise, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this lease shall be finally determined to be invalid or unenforceable in whole or in part, then the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto.

7. Law

This lease shall be interpreted and construed under the laws of the state of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

DAWSON COUNTY


ATTEST

By: \_\_\_\_\_  
Mike Berg, Chairman

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

KARE FOR KIDS, INC.

ATTEST

By:   
Name: David McKee  
Title: President

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

# KARE for Kids, Inc.

P.O. Box 211  
Dawsonville, GA 30534  
706-216-KARE (5273)

Chairman and Commissioners,

As you are most likely aware, the 49th Annual Mountain Moonshine Festival is right around the corner, this year the festival will be held on the weekend of October 21th and 23th,.

KARE for Kids would like to ask you to allow us to use your parking areas to help accommodate the large number of people that will be coming to our city for this event. As done in previous years, we will charge a parking fee of \$10.00 per vehicle that will go to aid needy children in Dawson County. Other Dawson County organizations have agreed to staff the lots and collect fees. All money made from parking will be split between the organization parking your lot and KARE for Kids, Inc.

As many business owners have asked, KARE for Kids, Inc. is a 501(C)(3) non-profit organization and is fully insured.

For more information on how we are helping to make a difference in the lives of children in our community, we invite you to visit our website at [www.kareforkids.org](http://www.kareforkids.org); you can also find information on our upcoming events for this year and volunteer opportunities.

Thank you again, and we look forward to your continued support. Please let Tiffany or I know if you have any questions. 706-216-KARE (5273)

Sincerely,



David McKee  
President  
KARE for Kids, Inc.



**Backup material for agenda item:**

6. Presentation of request to accept Fredricks Cove Road into the Dawson County Road Maintenance Program - Public Works Director David McKee





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 9-8-16

Prepared By: David Mcke

Voting Session: 9-15-2016

Presenter: David McKee

Public Hearing: Yes  No

Agenda Item Title: Acceptance of Fredricks Cove Road

Background Information:

Fredricks Cove road is a subdivision road located off of SR 400 north of Heath Road. The road is currently private and the Property Owners Association (POA) has dedicated all the required ROW and brought the Road up to the current county standards. The POA has received a variance on 8-16-2016 for several structures that were within the building setbacks. The road has recently been paved and the current condition of the road is at peak performance.

Current Information:

The current condition of the road is at peak performance, and meets all current county road standards. The road is 22' with a 2' rolled curb and gutter. The POA and property owners have dedicated a total ROW of 50'. The current wearing surface should last approximately 10-15 years with routine maintenance

The road is approximately .37 Miles.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to accept Fredricks Cove Road into the Dawson County road maintenance program.

Department Head Authorization: David McKee

Date: 8-30-2016

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

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

County Manager Authorization: William D Tanner

Date: 9/2/16

County Attorney Authorization: \_\_\_\_\_

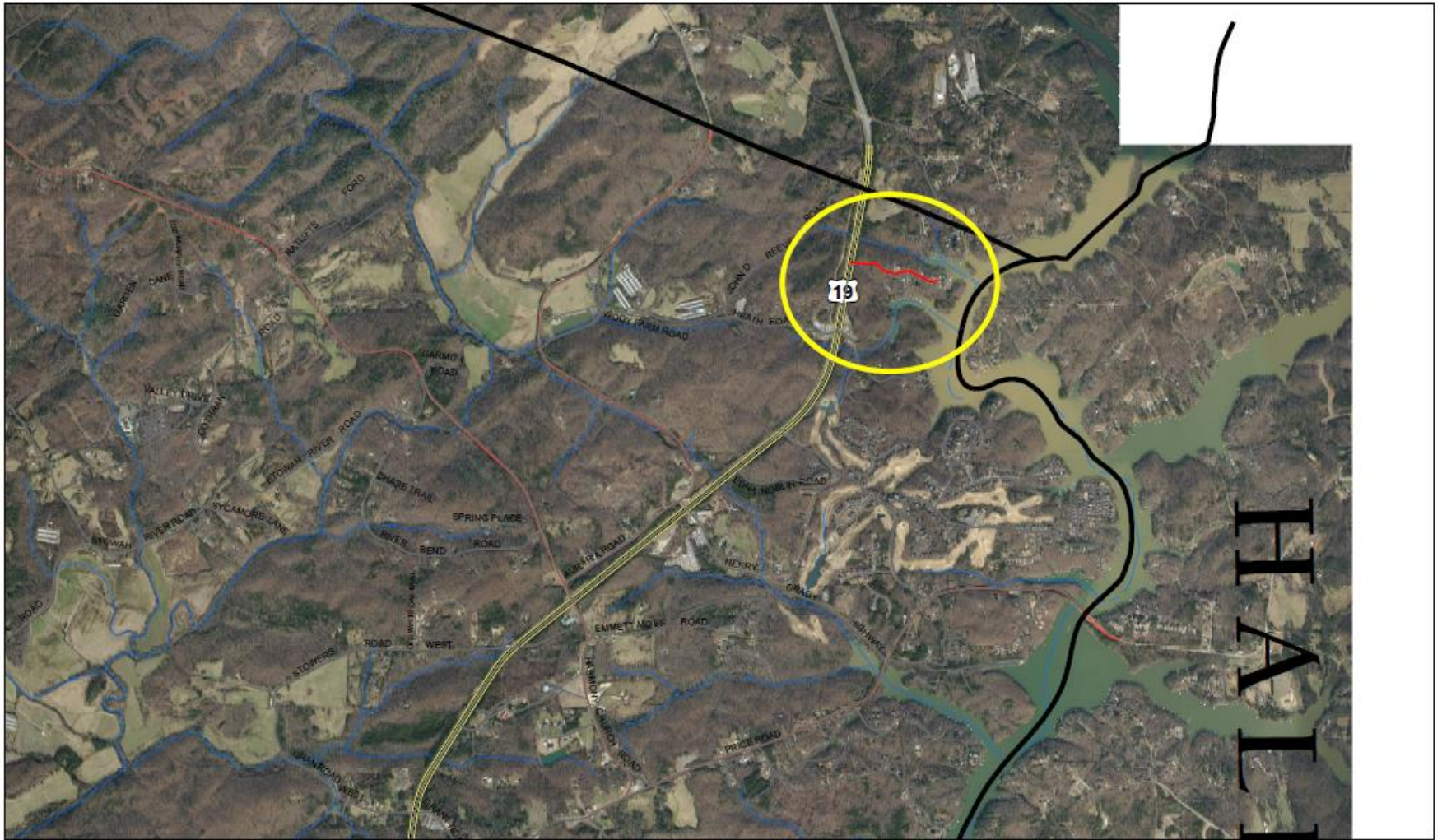
Date: \_\_\_\_\_

Comments/Attachments:

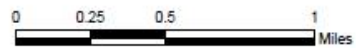
Attached: Plat, PPT with Photographs, map

# Fredricks Cove Rd

.37 Miles  
Approximately 20 Property owners



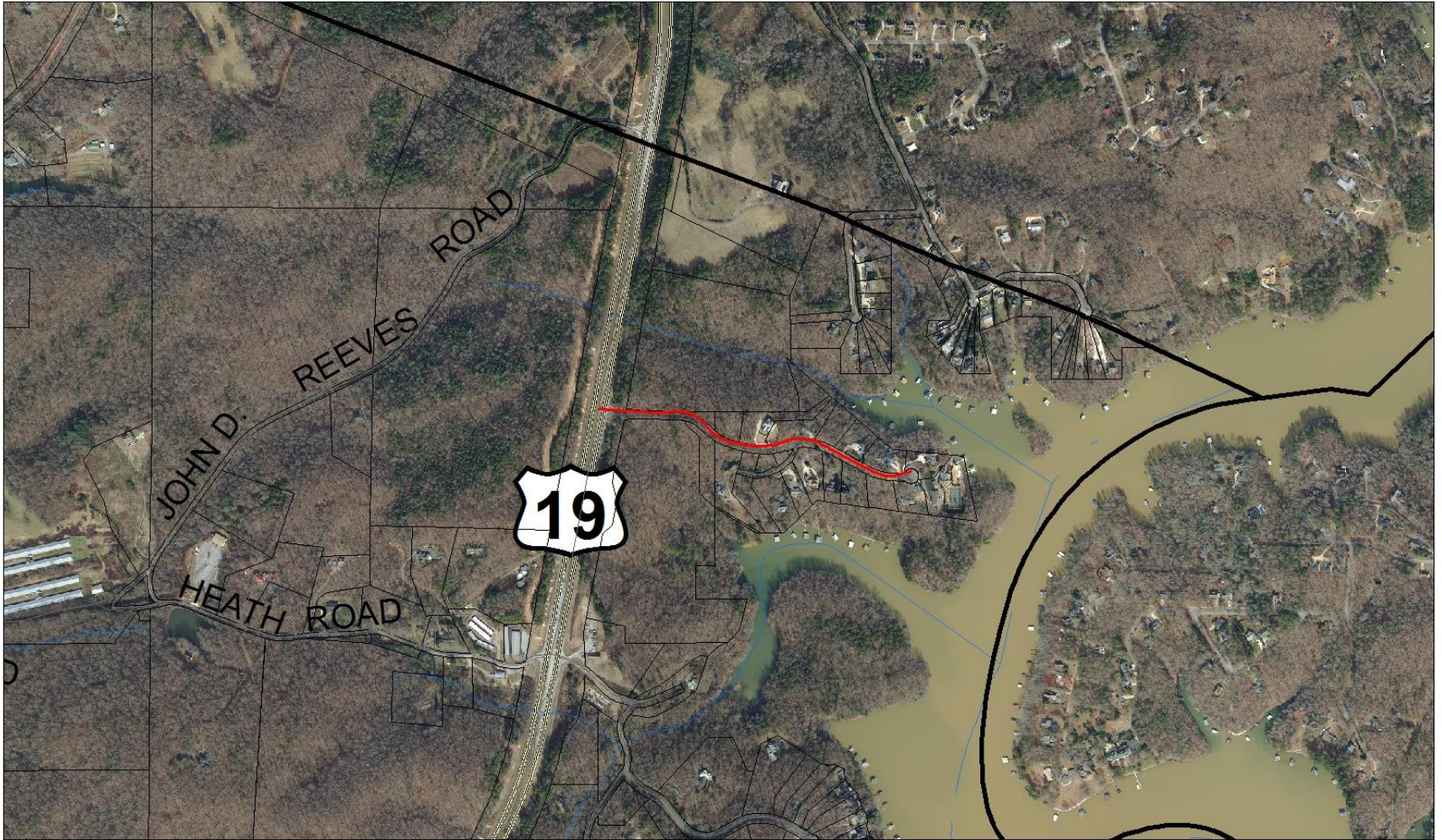
ALABAMA



- Legend**
- Road Centerline
  - County RD
  - State Hwy
  - All Way
  - State & Streams
  - Interstate
  - Township

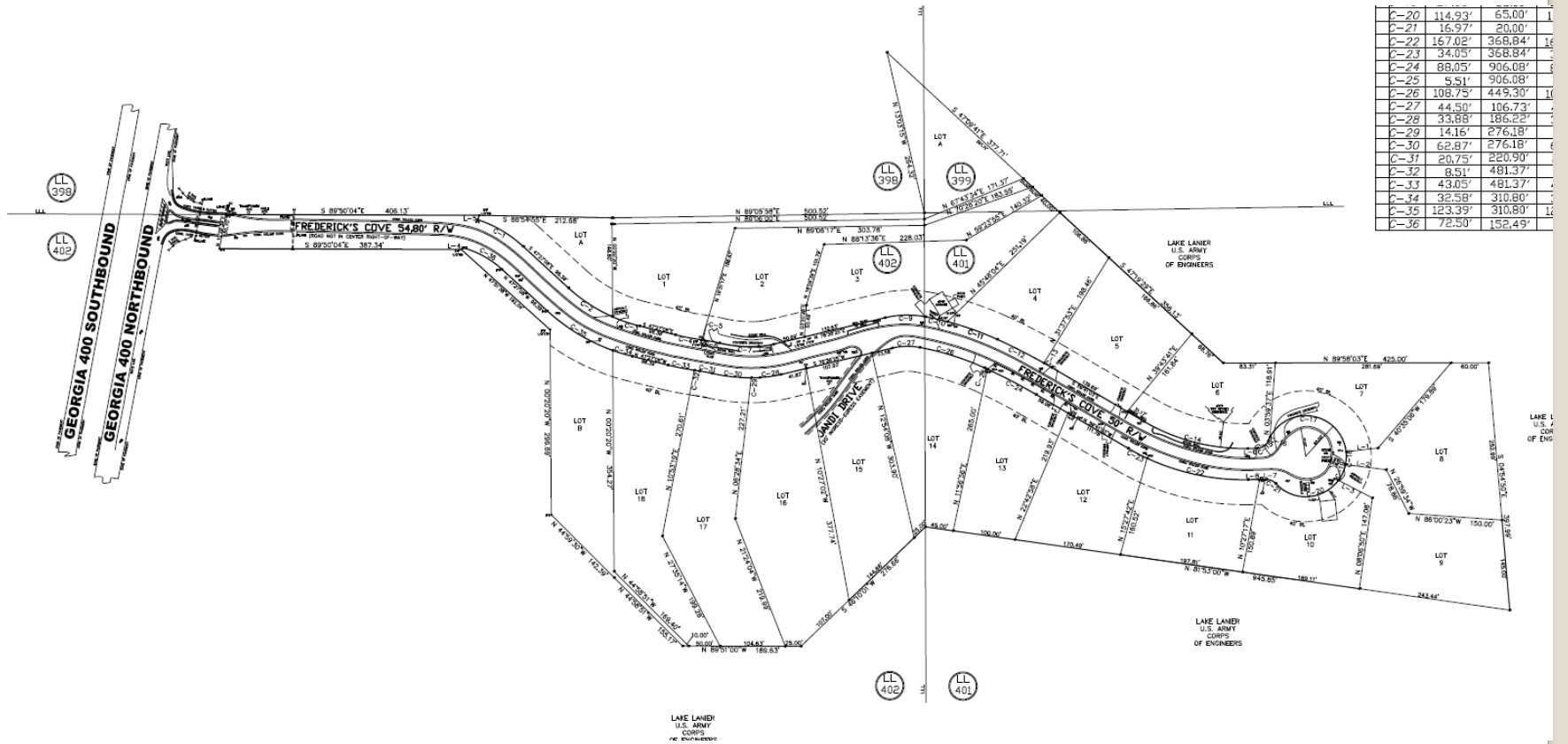
**Fredricks Cove Rd**





- Legend
- Road Centerline
  - ▭ Zone
  - ▭ County Line
  - ▭ Road Type
  - County RD
  - State Hwy
  - US Hwy
  - River & Streams
  - ▭ Division Rd

**Fredricks Cove Rd**



C-20	114.93'	65.00'	1
C-21	16.97'	20.00'	
C-22	167.02'	368.84'	16
C-23	34.05'	368.84'	
C-24	88.05'	906.08'	6
C-25	5.51'	906.08'	
C-26	108.75'	449.30'	10
C-27	44.50'	106.73'	
C-28	33.83'	186.22'	
C-29	14.16'	276.18'	
C-30	62.87'	276.18'	
C-31	20.75'	220.90'	
C-32	8.51'	481.37'	
C-33	43.05'	481.37'	
C-34	32.58'	310.80'	
C-35	123.39'	310.80'	16
C-36	72.50'	152.49'	







CERTIFICATION:  
 THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, CHAPTER 180-2 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 19-6-67.

GENERAL NOTES

1. SURVEY PROCEDURES: THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A COMBINATION OF ANGULAR AND LINEAR MEASUREMENTS AND WAS ADJUSTED USING THE LEAST SQUARE METHOD. THE PLAT HAS A PRECISION OF ONE FOOT IN 10,000 FEET. EQUIPMENT USED FOR ANGULAR AND LINEAR MEASUREMENTS: TOP CON 091-9003A.
2. FLOOD HAZARD AREA: AS PER FIRM PANEL # 130850 01008 DATED SEPTEMBER 28, 2008.
3. THE UTILITY PROTECTION SERVICE SHOULD BE CONTACTED AT (800) 282-7411 PRIOR TO ANY EXCAVATION FOR UTILITY LOCATIONS SHOWN ARE BASED ON ABOVE GROUND EVIDENCE ONLY.
4. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND/OR NECESSARY FOR THE ESTABLISHMENT OF CONSTITUTE A TITLE SEARCH.
5. DAWSON COUNTY TAX MAP L-01, PARCELS 43.44-44-45-46-47-50-52-53-54-55-56-57-58-59-62 & 62 CURRENT ZONING IS VCR (VACATION COTTAGE RESTRICTED) SETBACKS ARE AS FOLLOWS: FRONT = 40' REAR YARD = 20' U.S. ARMY CORPS OF ENGINEERS = 0'

PLAT REFERENCE

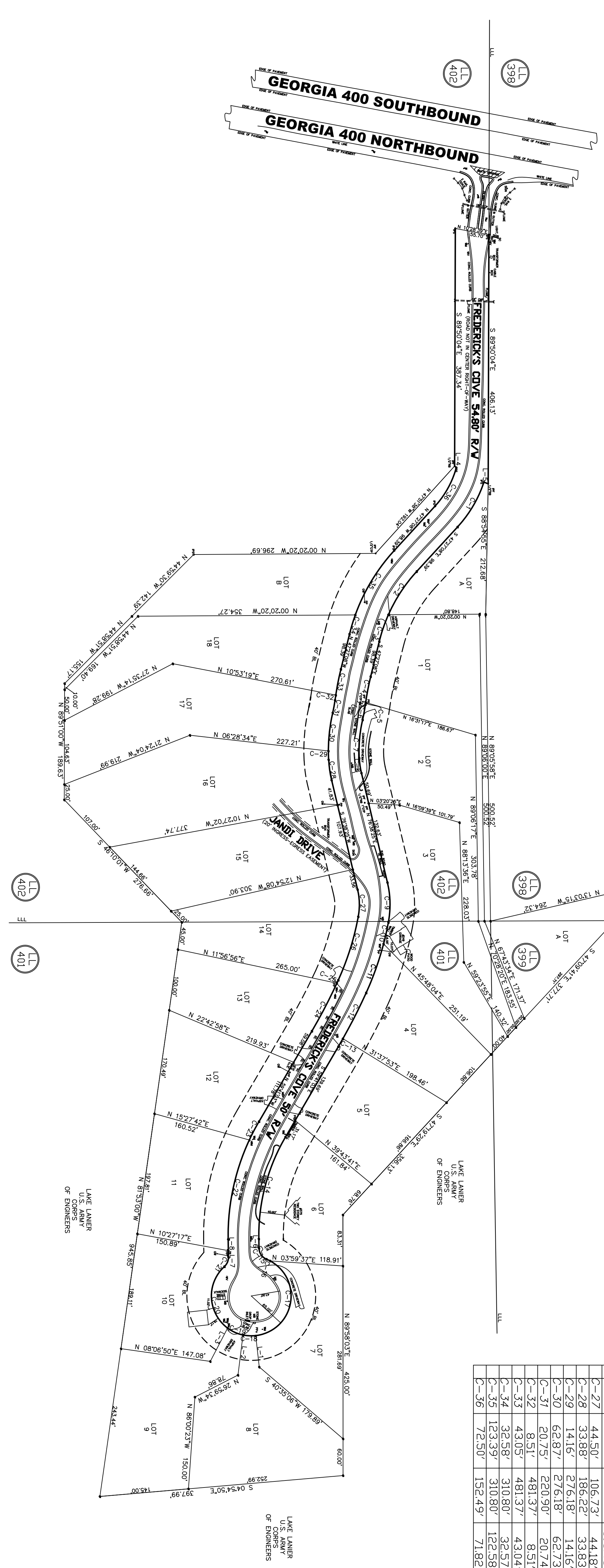
1. FINAL PLAT FOR FREDERICK'S COVE SUBDIVISION, BY PATTERSON ENGINEERING, INC. DATED MARCH 22, 1989, AND LAST REVISED DECEMBER 7, 1989, RECORDED IN PLAT BOOK 28, PAGE 103 IN DAWSON COUNTY COURT HOUSE. (SHOWING 20 LOTS)

FREDERICK'S COVE CALL TABLE

Course	Length	Bearing
L-1	51.46'	S 83°22'34.1"W
L-2	63.93'	N 82°54'31.1"W
L-3	61.23'	N 62°27'41.1"W
L-4	3.57'	N 42°08'22.2"E
L-5	87.95'	N 58°57'02.2"W
L-6	15.06'	N 89°03'56.4"E
L-7	10.80'	S 89°03'56.4"W
L-8	18.46'	S 89°03'56.4"W

FREDERICK'S COVE CURVE CALL TABLE

Course	Arc	Radius	Chord	Bearing
C-1	85.46'	202.49'	84.83'	S 59°30'46.4"E
C-2	84.94'	260.80'	84.57'	S 56°47'06.6"E
C-3	45.94'	620.80'	45.88'	S 71°09'21.6"E
C-4	4.312'	431.37'	4.310'	S 79°04'29.7"E
C-5	3.10'	431.37'	3.10'	S 82°04'27.6"E
C-6	25.45'	270.90'	25.44'	S 79°39'12.6"E
C-7	63.07'	226.18'	62.87'	S 84°57'06.6"E
C-8	24.78'	136.22'	24.75'	N 81°34'58.4"E
C-9	65.35'	156.73'	64.88'	N 88°35'09.4"E
C-10	36.20'	499.30'	36.19'	S 77°23'20.6"E
C-11	84.64'	499.30'	84.55'	S 70°27'33.1"E
C-12	84.07'	656.08'	83.98'	S 63°04'53.4"E
C-13	14.73'	956.08'	14.73'	S 60°08'17.4"E
C-14	173.81'	318.84'	171.67'	S 75°18'33.4"E
C-15	23.23'	20.00'	21.95'	N 55°47'13.4"E
C-16	6.62'	65.00'	6.62'	N 25°05'34.4"E
C-17	164.79'	65.00'	124.07'	S 79°01'25.4"E
C-18	20.88'	65.00'	20.79'	S 02°48'41.1"W
C-19	27.66'	65.00'	27.45'	S 24°12'12.6"W
C-20	114.93'	63.00'	100.53'	S 87°02'30.6"W
C-21	16.97'	20.00'	16.47'	N 66°37'20.1"W
C-22	16.702'	368.84'	16.560'	N 77°57'19.4"W
C-23	34.05'	368.84'	34.04'	N 62°19'55.4"W
C-24	88.05'	906.08'	88.02'	N 62°28'14.4"W
C-25	5.51'	906.08'	5.51'	N 65°23'29.4"W
C-26	108.75'	449.30'	108.48'	N 72°32'05.4"W
C-27	44.50'	106.73'	44.18'	S 88°25'09.4"W
C-28	33.88'	186.22'	33.83'	S 81°39'16.4"W
C-29	14.16'	276.18'	14.16'	S 83°36'46.4"W
C-30	62.87'	276.18'	62.73'	N 88°29'15.4"W
C-31	20.75'	220.90'	20.74'	N 79°39'12.6"W
C-32	8.51'	481.37'	8.51'	N 81°48'52.4"W
C-33	43.05'	481.37'	43.04'	N 81°48'52.4"W
C-34	32.58'	310.80'	32.57'	N 73°11'49.4"W
C-35	123.39'	310.80'	122.58'	N 58°49'37.4"W
C-36	72.50'	152.49'	71.82'	N 61°11'19.4"W



STATEMENT OF LIMITATIONS

The undersigned assumes no responsibility or liability for statements or certifications made or implied on this plat. The survey was conducted in accordance with the rules and regulations of the Georgia Board of Registration for Professional Engineers and Surveyors. The undersigned is a registered land surveyor and has the necessary education, experience and expertise necessary for registration and practice as a registered land surveyor.

By: Ben D. Trull  
 Reg. No. 1718

LEGEND

- 1/2" = 100' ROAD RIGHT OF WAY
- 1/4" = 100' ROAD RIGHT OF WAY
- 1/8" = 100' ROAD RIGHT OF WAY
- 1/16" = 100' ROAD RIGHT OF WAY
- 1/32" = 100' ROAD RIGHT OF WAY
- 1/64" = 100' ROAD RIGHT OF WAY
- 1/128" = 100' ROAD RIGHT OF WAY
- 1/256" = 100' ROAD RIGHT OF WAY
- 1/512" = 100' ROAD RIGHT OF WAY
- 1/1024" = 100' ROAD RIGHT OF WAY
- 1/2048" = 100' ROAD RIGHT OF WAY
- 1/4096" = 100' ROAD RIGHT OF WAY
- 1/8192" = 100' ROAD RIGHT OF WAY
- 1/16384" = 100' ROAD RIGHT OF WAY
- 1/32768" = 100' ROAD RIGHT OF WAY
- 1/65536" = 100' ROAD RIGHT OF WAY
- 1/131072" = 100' ROAD RIGHT OF WAY
- 1/262144" = 100' ROAD RIGHT OF WAY
- 1/524288" = 100' ROAD RIGHT OF WAY
- 1/1048576" = 100' ROAD RIGHT OF WAY
- 1/2097152" = 100' ROAD RIGHT OF WAY
- 1/4194304" = 100' ROAD RIGHT OF WAY
- 1/8388608" = 100' ROAD RIGHT OF WAY
- 1/16777216" = 100' ROAD RIGHT OF WAY
- 1/33554432" = 100' ROAD RIGHT OF WAY
- 1/67108864" = 100' ROAD RIGHT OF WAY
- 1/134217728" = 100' ROAD RIGHT OF WAY
- 1/268435456" = 100' ROAD RIGHT OF WAY
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- 1/34359738368" = 100' ROAD RIGHT OF WAY
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**Backup material for agenda item:**

8. County Attorney Report

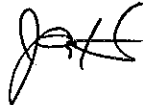
**Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.**

**Memorandum**

To: Dawson County Board of Commissioners

Date: September 7, 2016

From: Joey Homans



Re: County Attorney Report

- 
1. Carlisle Road Condemnation-Whitmire Family Parcel. On September 6, Judge Oliver entered an order granting the County's motion establishing just compensation as \$7,700.00 (the amount paid when the condemnation action was filed in 2013) and directing that all further claims between Whitmire family members shall be resolved in other courts, and those other courts shall direct distribution of the amount paid by the County for the Whitmire parcel. This order concludes the condemnation action, unless Florene Hughes appeals Judge Oliver's order within 30 days.
  2. Lipkowitz Litigation. The court continued the trial from the September trial calendar so that the parties may complete discovery. Ms. Lipkowitz recently submitted the report of a physician that the attorney assigned by the liability carrier wants to review further and may lead to additional depositions.
  3. MW&W Tax Appeal. The parties settled on September 2.

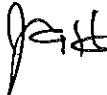
Joey

**Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.**

**Memorandum**

To: Dawson County Board of Commissioners

Date: September 8, 2016

From: Joey Homans 

Re: Additional County Attorney Report

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1. Annexation Petition. The City provided notice of a proposed annexation of property located at 660 Gold Creek Drive. I am providing a copy of the letter and the annexation petition. The County received the annexation request on August 25. Therefore, any objection must be filed on, or before, September 23. In the past, the City has agreed that parcels within the Gold Creek Development that the City annexes will not change zoning or land use for a minimum of one (1) year from the date of the annexation. The City zoning classification for Gold Creek is Planned Unit Development, which is based on a site plan. The hearings before the City regarding this annexation application are scheduled for September 12 and October 3. I recommend that you allow me to discuss this matter with the City's attorney to confirm that the City will specify within the City's minutes that the parcel is part of the Gold Creek Development and that neither the zoning nor the land use on the property will change for, at a minimum, one (1) year from the date of the annexation. If the City will agree, then I recommend against filing an objection to this annexation request. However, if you believe other circumstances justify objecting to this annexation, then please so notify me.
2. Park Department-App. The Park Department may proceed with an app that will allow users to conduct business and receive messages through the app. The Park Department worked through the County's website manager regarding this project. The app manager, Appy Pie, requires standard "terms and conditions" to create the app for the park. These terms and conditions primarily apply to the users of the app and not the County. The fee for one (1) year for Appy Pie to build, monitor, and edit the app is approximately \$400.00. The Park Department can withdraw from the app by providing notice or by not renewing. The "terms and conditions" will not be presented for your approval because those terms and conditions primarily impact the users of the app and not Dawson County, and the County will incur the \$400.00 fee to proceed with development of the app regardless of the specific terms and conditions that affect users of the app.

Joey

P.O. Box 6  
415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

W. James Grogan  
Mayor

August 22, 2016

**CERTIFIED MAIL**

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

Re: Annexation of Property of Stephen and Marilyn Sanvi: ANX# 16-002

Dear Mike,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; September 12, 2016 at 5:00pm and October 3, 2016 at 5:00pm.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Stephen and Marilyn Sanvi. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "W. James Grogan". The signature is written in a cursive style.

W. James Grogan  
Mayor  
City of Dawsonville

Enclosures

cc: Bill Tanner, Interim County Manager  
Joey Homans, County Attorney



City of Dawsonville  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

Annexation Petition  
 into the  
 City of Dawsonville, GA

Annexation # 16-002

Please Print Clearly

Applicant Name(s): Stephen Sanvi

Applicant Mailing Address: 660 Gold Creek Dr.

City: Dawsonville State: GA Zip: 30534

Applicant Telephone Number(s): 706-252-0070

Property Owner's Name(s): Stephen L. Sanvi + Marilyn Sanvi

Property Owner's Mailing Address: 660 Gold Creek Dr.

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-252-0070 706-252-1210

Address of Property to be Annexed: 0 Gold Creek Drive  
Portion of TMP 090 052  VACANT LOT

Tax Map & Parcel # 090 052 Property Size in Acres: 1.00 Survey Recorded in Plat Book # 82 Page # 71

Land Lot # 66, 68, 69 District # 4 Section # 1 Legal Recorded in Deed Book # \_\_\_\_\_ Page # \_\_\_\_\_

Current Use of Property: garage to be built

County Zoning Classification: RPC City Zoning Classification: PUD

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land: \_\_\_\_\_ Residential \_\_\_\_\_ Commercial  
 \_\_\_\_\_ Existing Structure(s) \_\_\_\_\_ Vacant  
 \_\_\_\_\_ Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: \_\_\_\_\_;  VACANT  
 Number of persons 18 years or older: 0; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:  
 \_\_\_\_\_ American Indian \_\_\_\_\_ Alaskan Native  
 \_\_\_\_\_ Asian \_\_\_\_\_ Pacific Islander  
 \_\_\_\_\_ Black, not of Hispanic Origin \_\_\_\_\_ Hispanic  
 \_\_\_\_\_ White, not of Hispanic Origin \_\_\_\_\_  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: (Garage only)

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
 \_\_\_\_\_

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):

Same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 0 Gold Creek Dr / TMD <sup>POS. NO. OF</sup> 090 052 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1) [Signature]  
 Property Owner Signature

Steve L. Sanvi Manilyn Sanvi  
 Property Owner Printed Name

(2) [Signature]  
 Property Owner Signature

Steve L. Sanvi Manilyn Sanvi  
 Property Owner Printed Name

\* (1) [Signature]  
 Applicant Signature

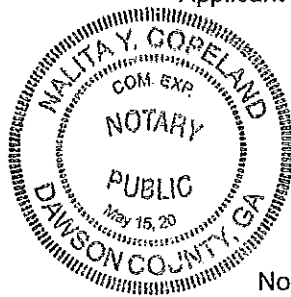
Steve Sanvi  
 Applicant Printed Name

(2) \_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Applicant Printed Name

Sworn to and subscribed before me  
 this 18 day of August 2016.

[Signature]  
 Notary Public, State of Georgia



My Commission Expires: May 15, 2019

Notary Seal

Annexation Application Received Date Stamp: Rec'd 8-18-16 Completed Application with Signatures  
 Rec'd 8-18-16 Current Boundary Survey  
 Rec'd 8-18-16 Legal Description ✓  
 Rec'd 8-18-16 ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 9-13-16

Dates Advertised: 8-24-16 8-31-16 9-14-16 9-21-16

1<sup>st</sup> City Council Reading Date: 4-12-16

2<sup>nd</sup> City Council Reading Date: 10-3-16

Approved: YES NO

Date Certified Mail to: 8/23/16 County Board of Commissioners & Chairman / 8/23/16 County Manager / 8/23/16 County Attorney ✓

Letter Received from Dawson County Date: \_\_\_\_\_





Prepared by/return to:  
Shelly Townley Martin  
153 Prominence Court  
Suite 110  
Dawsonville, GA 30534

Cross-Reference: Deed Book 1112,  
Page 275-276 of the Dawson County  
Deed Records.

## CORRECTIVE WARRANTY DEED

### GEORGIA, DAWSON COUNTY.

THIS INDENTURE, made this 23rd day of June, 2015, between HERBERT F. BURNSED and KAREN H. BURNSED, Grantor, and STEPHEN SANVI and MARILYN SANVI, Grantees,

#### WITNESSETH:

That the said Grantor, for and in consideration of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantees the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots 66 and 69 of the 15<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, being Lot 17, Block D, Unit 2, of Gold Creek Golf Club, as per plat recorded in Plat Book 37, page 171, Dawson County, Georgia records, said plat being incorporated herein by reference.

#### Less and Except:

That portion of the above referenced lot lying and being in all that tract or parcel of land lying and being in Land Lots 66 and 69 of the 4<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, containing 0.70 acres, more or less, according to a plat of survey for Herbert F. Burnsed and Karen H. Burnsed prepared by J.A. Page and Associates, GRLS, dated April 8, 2014, and being more particularly described as follows:

To find the true point of beginning, begin at a point located at the centerline intersection of Gold Creek Court and Gold Creek Drive (having a 24' right-of-way), thence North 51°31'21" East a distance of 147.56 feet to point on the northeasterly right-of-way of Gold Creek Drive and the TRUE POINT OF BEGINNING; thence continuing along said right-of-way North 30° 58' 18" East a distance of 136.69 feet to an iron pin set; thence leaving said right-of-way South 58° 59' 30" East a distance of 223.82 feet to a rebar; thence South 52° 28' 24" West a distance of 79.23 feet to a rebar; thence South 41° 55' 34" West a distance of 45.83 feet to a rebar; thence South 40° 40' 24" West a distance of 15.19 feet to a point; thence North 58° 18' 07" West a distance of 210.48 feet to the TRUE POINT OF BEGINNING.

The purpose of this instrument is to correct the legal description contained in that Warranty Deed from the Grantor and Grantee above, dated May 6, 2014, recorded in Deed Book 1112, Pages 275-276, Dawson County Deed Records.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantees, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to same against the lawful claims of all persons whomsoever.

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its authorized officer and its corporate seal affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

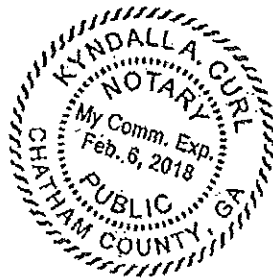
Karson Az Rahn  
Unofficial Witness

Herbert F. Burnsed  
HERBERT F. BURNSIED

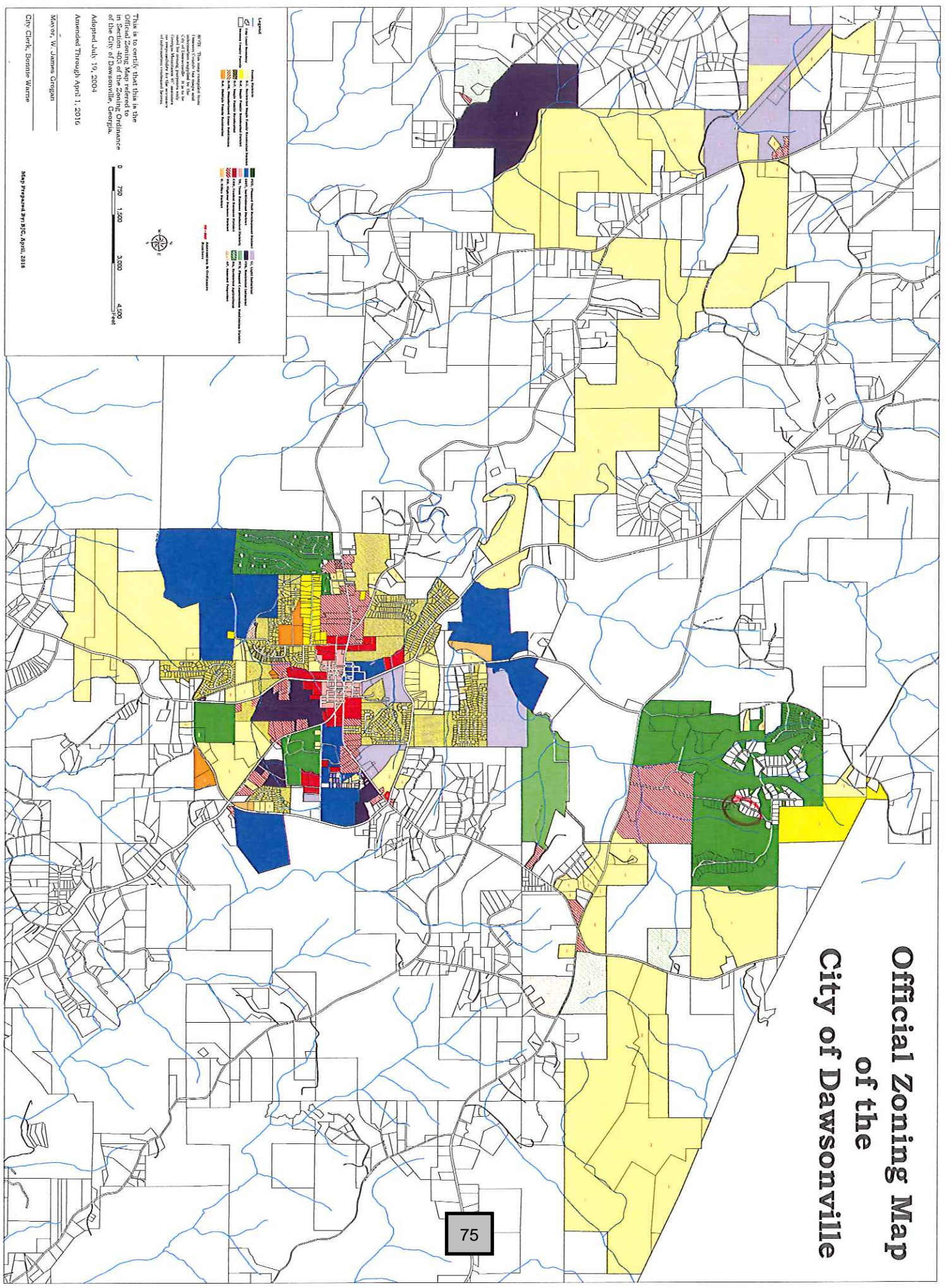
Karen H. Burnsed  
KAREN H. BURNSIED

[Signature]  
Notary Public

My commission expires: Feb 6, 2018  
(SEAL)



# Official Zoning Map of the City of Dawsonville



- Legend**
- General Zoning Districts**
  - Residential Single-Family (RS)**
  - Residential Medium-Density (RM)**
  - Residential Single-Family Detached (RS-1)**
  - Residential Single-Family Detached (RS-2)**
  - Residential Medium-Density (RM-1)**
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  - Residential Medium-Density (RM-99)**
  - Residential Medium-Density (RM-100)**

0 750 1,500 3,000 4,500 Feet



This is to certify that this is the Official Zoning Map of the City of Dawsonville, Georgia, as amended through April 1, 2016.

Mayor, W. James O'Grady  
City Clerk, Bonnie Warr

Map Prepared by DCS, April 2016



# Official Zoning Map of the City of Dawsonville

