

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, MARCH 4, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. OPENING PRESENTATION

Recognition of Retirement of Family Connection's Nancy Stites

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

1. Minutes of the Work Session held on February 18, 2021

2. Minutes of the Voting Session held on February 18, 2021

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. NEW BUSINESS

1. Consideration of Georgia Forestry Commission Cooperative Purchasing Agreement and Memorandum of Understanding

2. Consideration of Staggered Terms and Appointment of Members to the Industrial Building Authority of Dawson County

J. PUBLIC COMMENT

K. ADJOURNMENT

**Executive Session may follow the Voting Session meeting.*

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – FEBRUARY 18, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County. County Manager David Headley was not present.

NEW BUSINESS

1. Presentation of Georgia Forestry Commission Cooperative Purchasing Agreement and Memorandum of Understanding- Emergency Services Director Danny Thompson
This item will be placed on the March 4, 2021, Voting Session Agenda.
2. Presentation of Staggered Terms and Appointment of Members to the Industrial Building Authority of Dawson County (IBADC)- IBADC Chairman Gary Coates
This item, presented by Economic Development Director Betsy McGriff, will be placed on the March 4, 2021, Voting Session Agenda.
3. Discussion of Potential COVID-19 Vaccination Site- Chairman Billy Thurmond and Commissioner Tim Satterfield
This item was for information only. Emergency Services Director Danny Thompson and Parks & Recreation Director Matt Payne are expected to bring a related-item concerning transportation before the Board of Commissioners at an upcoming Work Session.
4. County Manager Report
This item, presented by Chief Financial Officer Vickie Neikirk, was for information only.
5. County Attorney Report
County Attorney Davis had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – FEBRUARY 18, 2021
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County. County Manager David Headley was not present.

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

Commissioner Satterfield announced that his longtime friend and Henry County Commissioner Gary Barham is ill and asked for everyone to keep Barham in their thoughts and prayers.

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on February 4, 2021. Fausett/Dooley

Motion passed 4-0 to approve the Minutes of the Voting Session held on February 4, 2021. Satterfield/Gaines

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda as presented. Fausett/Satterfield

PUBLIC COMMENT:

Attorney Joey Homans, Dawsonville, Georgia, on behalf of Sheriff Jeff Johnson, spoke about New Business item No. 1: Request for Additional Sheriff's Office Staffing. Homans requested the item be moved ahead of the zoning items on the agenda following his and Johnson's presentation.

Homans said he and Johnson would "try to present this information and respond to the request from the commission two weeks ago to present data..." Homans discussed per capita costs and other data for the Sheriff's Office compared to surrounding counties. He disputed the numbers and data provided by the board and said, "You have to look at the entire general fund budget for Dawson County." Homans said the focus "needs to be on the duties that are imposed on the Sheriff's Office being the sole law enforcement agency in this county and the percentage of the general fund budget that is provided for law enforcement in Dawson County and our surrounding counties, so if you're going to do the comparison using the data and information available then let's do that and, if you do that, then you will find as we go through this, if we do the general fund budget, then the per capita cost in Dawson County is \$1,290.31. Now, this number is going to affect all of your county-funded departments..." Homans added, "We're not targeting anybody. We're just telling you, because of our budget, you can go to any county-funded department and pull a per capita number and Dawson County's is going to be higher but that's

based upon our budget. The data and the facts that we've gathered in the last two weeks indicate that there are significant needs within the Sheriff's Office..." Homans said, "Using a per capita on just the Sheriff's Office is not a number that I submit provides meaning on whether the Sheriff's Office needs more officers to perform the services assigned by law and to provide law enforcement to our people in the county ... This data reveals that the Sheriff's Office needs more funding to perform the functions that they are assigned by law to perform. We don't want to be adversaries with the commission; we want to work together. No third party's going to come in here and resolve this for us." Homans said, "We need to first acknowledge the need for these officers to perform these functions. This data shows that the Sheriff's Office needs additional funding ... We've got to then plan how can we do that. The sheriff's not standing here saying, 'Y'all have to cut a check or authorize additional funds now.' We've got to start the process to make this move forward." Homans added, "We've got to engage the city. We've been trying to encourage the city to help us with this. The sheriff is working with the city to encourage the city to help engage in this process so that the people of this county are well protected."

Sheriff Jeff Johnson, who presented an updated PowerPoint presentation to the one he provided on February 4, 2021, said Homans provided the board with the "numbers to let you know that truly there's a need for us." Johnson touched on the growth of the county and mentioned that the Sheriff's Office is the sole law enforcement agency in the county, with assistance of Georgia State Patrol and the Department of Natural Resources. He said the Sheriff's Office is still short the number of positions recommended in a staffing study done several years ago. He said call volume has increased. "The more bodies we put in Dawson County, the more homes we approve, the more people come here, the more likely we are going to see this number increase." Johnson added, "I come to you today ... to let you know we need help. I know y'all are looking for numbers. I know y'all are looking for statistics and data, but this is what we need help for. The more our officers are tied up responding to calls, the more they're unable to be proactive. We place a huge emphasis on being proactive. ... We need your help, Board, to be able to continue to fight this war - to provide services that we need for Dawson County."

ALCOHOL LICENSE

Alcohol License Transfer (Retail Package Sale of Beer, Wine and Distilled Spirits) – Gopika Liquor dba 400 Package

Motion passed 4-0 to approve the Alcohol License Transfer (Retail Package Sale of Beer, Wine and Distilled Spirits) – Gopika Liquor dba 400 Package. Satterfield/Dooley

ZONINGS:

Chairman Thurmond announced that if anyone contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 20-21 - George Butler as agent for owners requests to rezone TMP 097-099 from RA (Residential Agriculture) to RS2 (Residential Suburban 2) for the purpose of developing a 194-residential-lot subdivision (Dawson Forest Road East). (Tabled from the January 21, 2021, Voting Session, at which time a public hearing was held.)

Concerning ZA 20-21, Commissioner Fausett recused herself from discussion and abstained from any vote due to a personal interest through inheritance.

Applicant George Butler, a Dahlonega, Georgia-based attorney, read aloud a list of proposed stipulations.

Motion passed 3-0 to approve ZA 20-21 with the following stipulations:

1. A Primary Conservation Area (33.4 acres more or less) shall be located as shown on the submitted site plan on both sides of Black's Mill Creek, while a Secondary Conservation Area (17.3 acres more or less) shall consist of the forested promontory in the northwest corner of the property as shown on the submitted site plan;
2. The Primary and Secondary Conservation Areas shall either be preserved and protected in perpetuity by either a permanent conservation easement in favor of Dawson County or a dedication to Dawson County, whichever the county may prefer in its sole discretion; and in either case the two Areas would be subject to restrictive covenants and conditions limiting future activities within the respective Areas, designed to protect the interest of the neighboring landowners and the future homeowners within the proposed residential development on the remaining 61.2 acres of the property, so that, for example, any permissible activities within 200 feet of the property boundary would be kept to minimum. And the two sets of restrictions on the separate Conservation Areas would be different; in that, for example, the portion of the Primary Conservation Area on the south side of Black's Mill Creek shall be for viewshed and stream buffer purposes only and shall be left in its natural state and in that the developer may disturb the portion of the Primary Conservation Area on the north side of Black's Mill Creek but only for the limited purpose of installing sewer lines and/or water lines and a lift station that do not reduce the total Conservation Area beneath the required 40 percent, provided that to the extent practicable open space as shown on the site plan shall be converted to Conservation Area (as necessary) to maintain the latter at its current 44.76 percent of total land area;
3. Both Conservation Areas would be passive parks as per the terms of the final restrictive covenants and conditions - with no hunting or trapping, no fixed recreational structures or equipment, and no use of motorized equipment or audible sound-producing or amplifying devices and no use of vehicles, including bicycles. The allowable hours of occupancy would be posted and no alcohol would be allowed;
4. A 50-foot undisturbed buffer must be provided around the entire site, except for perpendicular road crossings and utility crossings - as shown on the site plan; provided that the buffer along Dawson Forest Road and along the common boundary with Black's Mill Elementary School may be disturbed so long as it is attractively re-landscaped and planted and/or fenced to buffer standards. And hence in any locations where the existing buffer is disturbed or where the existing buffer vegetation or topography would not provide an opaque screen from adjacent properties or from the public road frontage, which in this case would be Dawson Forest Road, the buffer shall be planted with vegetation and/or enhanced by a fence to provide an opaque visual screen. While the site plan illustrates that an attractive opaque 6-foot fence could be erected along the interior edge of the undisturbed buffer to serve that purpose, the actual decision to use vegetation and/or a fence where necessary to achieve the required opaque screen will be dictated by the different circumstances that exist along the roughly 12,750 linear feet (or 2.4 miles) of buffer; provided further that a 6-foot opaque board fence shall be erected approximately 25 feet inside and along the common boundary between the subject property and Dawson County Tax Parcel No. 097 148 on the north side of Black's Mill

Creek along the entire northern boundary of the tax parcel and proceeding down the east side a distance of at least 300 feet to the edge of the Primary Conservation Area, and in addition two staggered rows of Green Giant Arbor Vitae shall be planted 12 feet on center on the outside of the fence;

5. Construction times shall be limited to 7 a.m.-7 p.m. Monday-Friday and 8 a.m.-4 p.m. Saturday. There will be no construction on Sunday;
6. All lighting throughout the neighborhood shall be low-bleed LED downlighting so that the lighting does not bleed over the property line;
7. Prior to any house sales the developer shall install the traffic improvements on Dawson Forest Road that are indicated as being required in the professional traffic study of the project by Marc R. Acampora PE LLC, dated October 5, 2020, a copy of which is being submitted herewith - with final plans and specifications to be worked out between the developer's engineer of record and the county's responsible officials;
8. There shall be no rentals in the subdivision unless approved by the Home Owners Association; and the Home Owners Association shall contain from the beginning of house sales and occupancy board members who are residents of the subdivision;
9. Stormwater management and soil erosion controls and regulations shall be strictly adhered to give the presence of slopes and Black's Mill Creek and its tributaries;
10. The developer shall coordinate with the Board of Education in providing access through the subdivision, including a pedestrian crossing of any subdivision road, which will allow regular supervised access to the Primary Conservation Area on the property during the hours prescribed by these conditions;
11. The location of any proposed internal sidewalk/trail system, including the Conservation Areas, must be reviewed and approved by the Community Development staff and Parks & Recreation to assure adequate connectivity between uses and pathways and to protect the privacy of adjacent property owners;
12. Sidewalks shall be a minimum of 5 feet in width;
13. Building and site designs shall be consistent with the development plan as approved through this zoning process. There shall be a minimum of 1,600 square feet of heated space for each one-story home and 1,800 square feet of heated space for every two-story dwelling;
14. Carriage-style garage doors with decorative hardware or other embellishments shall be used on all homes, and each home shall have not less than a two-car garage;
15. The roofing material used on all homes shall be cedar shake, three-tab or architectural-/dimensional-style asphalt shingles, or metal as appropriate to the architectural style of each home as determined by the building;
16. All overhangs, including gables and side gables, will have a minimum of a 12-inch overhang on all sides;
17. The developer shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ, among others, the use of differing front elevations, architectural styles, building exteriors and other similar techniques so that no house is the same as any house directly in front or on either adjacent side of it;
18. All roofs and gables shall be of a pitch no less than 8/12. This condition shall not apply to dormers, porches, bay windows and third-floor retreats;
19. Poured concrete retaining walls visible from the right of way must be painted or faced with stone or brick. No wooden retaining walls shall be permitted;
20. The exterior materials for all homes shall consist of brick, stone, cement-based lap siding, cement-based siding panels, cedar and/or shake;

21. All roof vents, pipes and other roof equipment (except chimneys) shall be located on the rear elevations and shall be painted to match the color of the roof;
22. No above-ground swimming pools shall be permitted;
23. No window air conditioning units may be installed;
24. There shall be no more than 194 residential units within the development;
25. The lot layout and overall site design shall be generally consistent with the site plan, except for changes approved by the Planning director and needed to preserve lot yield that are necessitated by actual site conditions, including but not limited to rock and wetland, or by required traffic improvements; and
26. Driveways shall extend back at least 25 feet from the back of the sidewalk to the garage door.

Satterfield/Dooley

ZA 20-24 - Mincey Land Management requests to rezone TMP 113-017 from RA (Residential Agriculture) to CHB (Commercial Highway Business) for the purpose of constructing an indoor gun range (Highway 53 East).

Planning & Development Director Jameson Kinley said the property is located directly west of Dawsonville Gun & Pawn and that the applicant looks to rezone 3.43 acres located at 5711 Highway 53 East with the intent of developing a 7,000-square-foot, 10-stall indoor gun range. This CHB zoning classification would be in compliance with our comprehensive plan and Future Land Use plan, and this property is currently vacant, according to Kinley, who said the Planning Commission recommended approval of the application.

Commissioner Gaines announced that he would abstain from any vote concerning ZA 20-24.

Applicant Paul Mincey, owner of Dawsonville Gun & Pawn and co-owner of Mincey Land Management, introduced Heath Shaw of InVeris Training Solutions. Mincey said InVeris would build the range's interior. Mincey said his business has been open many years, "contributed to society..." Mincey said there would be one entrance. He added, "There's a lot of potential for education for the public and, possibly, police training as well; it'd be convenient for the county." Shaw referenced several area ranges that InVeris has constructed. "All those are still operating successful businesses without incidents..." he said.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 3-1 to approve ZA 20-24. Fausett/Satterfield- Commissioner Gaines abstained

ZA 20-25 - Fall Leaf Residential requests to rezone TMP 085-016 from RSR (Residential Sub-Rural) to RS3 (Residential Suburban 3) for the purpose of developing a 141-residential-lot subdivision (Highway 9 South).

Planning & Development Director Jameson Kinley said the 65-acre property is located on Highway 9 South, situated between Apple Ridge 2 and Dawson Forest Management area. Fall Leaf looks to rezone this parcel from RSR to RS3 with the intention of developing a 141-lot conservation neighborhood, said Kinley. "RS3 is not currently in our comprehensive plan. It was intended to be close to 400 and down Dawson Forest Road. As it stands now, this property is in compliance with the Future Land Use map." The surrounding properties have a general character

of single-family residences on an average of 4.26-acre lots, according to Kinley, who detailed the zoning requirements. Kinley said the Planning Commission recommended denial of the application.

Neal Hendee of Pointe Property Group, Peachtree Corners, Georgia, representing the applicant, said the applicant originally submitted a standard RS3 plan. “However, after talking with several adjacent homeowners we believe most of them would prefer to see the property developed under a conservation plan so that more of the property could be preserved as open space.” He said the applicant requests rezoning to the RS3 zoning classification to allow the development of a conservation subdivision. “The revised conservation site plan we have submitted shows 141 lots with a density of 2.16 homes per acre on the 65-acre tract,” said Hendee, adding that 40 percent of the property, or 26-plus acres, would be preserved as open space, which would allow the opportunity to “retain much of the property in its natural vegetative state” and for recreational activities, such as walking trails and a community picnic area. He said there would be a 50-foot open space buffer along Highway 9, to be heavily landscaped to provide an attractive entrance to the community. The Home Owners Association would be responsible for the future maintenance and upkeep of all entrance features, open spaces and any amenities, according to Hendee. He addressed concerns regarding density and traffic and said there is a need for such a development in the county. Hendee said the property’s longtime owners “simply want a reasonable zoning on the property so they can sale it.” Hendee requested approval of the application but added, “If the community and/or the board still has significant concerns over our application we would like to have the opportunity to defer our application to give our land planner and team a chance to modify the plan and hopefully alleviate your concerns.”

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

None spoke in favor of the application.

The following spoke in opposition of the application:

- Donald L. Brown, Dawsonville, Georgia
- Brenda J. Johnston, Dawsonville, Georgia
- Renee Livingstone, Dawsonville, Georgia
- India Hawkins, Dawsonville Georgia
- Larry Grant, Dawsonville, Georgia
- Joey Bearden, Dawsonville, Georgia
- Beth Martin, Dawsonville, Georgia

Chairman Thurmond asked if there was anyone else present who wished to speak on the application and, hearing none, closed the hearing.

Motion passed 4-0 to table ZA 20-25 indefinitely. Fausett/Dooley

ZA 20-26 - Jim King on behalf of Jackie and Jerry Townley requests to rezone TMP 115-044 from RA (Residential Agriculture) to RSR (Residential Sub-Rural) for the purpose of subdividing the parcel (Blue Ridge Overlook).

Planning & Development Director Jameson Kinley said the applicant seeks to rezone 2.71 acres off of Blue Ridge Overlook for the purpose of subdividing the parcel. There will not be any additional structures added to the parcel; it is for the purpose of gifting a relative, according to Kinley.

Jim King, Dawsonville, Georgia, representing the applicant, said Jerry Townley would “just like to cut off a piece of his property and give it to his son, Trent, and his family, his grandchildren, so they can raise their family right next door and enjoy living in Dawsonville.”

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 20-26. Fausett/Satterfield

ZA 20-27 - Dawson County requests to rezone TMP 113-011 and 113-092 from CHB (Commercial Highway Business) to RMF (Residential Multi-Family) and CHB for the purpose of developing a commercial component and multi-family dwellings.

Planning & Development Director Jameson Kinley said the property is located on the corner of Lumpkin Campground Road North and Highway 53 East. “This property was originally rezoned from Residential Agriculture to Commercial Highway Business in 2007,” said Kinley. “It was rezoned with a lot of different other properties in the area...” Kinley added that the request originally came through in 2019 for rezoning to CHB and RMF; the Planning Commission recommended approval of the application, but the Board of Commissioners denied it. “The original application had 140 units spanning over 23 acres and the CHB portion was 1.7 acres,” said Kinley. “On the new site plan ... the Residential Multi-Family portion is 120 units spanning over 20 acres and the Commercial Highway Business portion is a little over 5 acres. It includes inter-parcel connectivity ... and it is in compliance with our Future Land Use map.” Kinley said the Planning Commission recommended approval of the application with stipulations.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 20-27 with the following stipulations:

1. The development shall be constructed simultaneously in compliance with the site plan attached as "Exhibit A";
2. Owner shall construct a left-turn lane from the end of the existing turn lane at State Route 53 along the property frontage to the northernmost property line of this development prior to the issuance of the first Certificate of Occupancy for the residential development;
3. The road connecting Lumpkin Campground Road to Prestige Lane shall be constructed, completed and open for passage prior to the issuance of the first Certificate of Occupancy for the residential development and shall be built to county standards. This road shall be dedicated to Dawson County no sooner than at the completion of the "vertical" construction of the commercial development;
4. Development as a pad-ready site of the 5.36-acre more or less commercial development (the "commercial development") shown on the site plan shall be commenced and proceed

simultaneously and continuously with the commencement of the development of the 20-acre more or less residential development (the "residential development") shown on the site plan and must be completed as a pad-ready site at or before the issuance of 60 Certificates of Occupancy for the residential development. For purposes of this stipulation, "pad-ready" shall mean completion of grading to flat and immediate availability of water and sewer connections;

5. Upon the issuance of 60 Certificates of Occupancy for the residential development, actual "vertical" construction must commence on the commercial development before any additional Certificates of Occupancy will be issued for residential development; and
6. Owner shall dedicate an additional 20 feet of right of way along the entire frontage of Lumpkin Campground Road and State Route 53 prior to the issuance of the first Certificate of Occupancy.

Gaines/Satterfield

UNFINISHED BUSINESS:

Consideration of Study Concerning Cost of Services by Land Use Type (Residential / Commercial / Agriculture) and Efficiencies (Tabled from the February 4, 2021, Voting Session)

Motion passed 4-0 to approve up to the original estimate of \$15,000 for a dual-purpose study of efficiencies and service delivery costs per zoning category and implement a 90-day moratorium for accepting applications on the following zonings: Residential Suburban 2 (RS2), Residential Suburban 3 (RS3), Residential Multi-Family (RMF), Commercial Planned Community Development (CPCD) and Mixed Use Village (MUV), effective immediately. Gaines/Fausett

NEW BUSINESS:

Consideration of Request for Additional Sheriff's Office Staffing

Motion passed 4-0 to approve to table a Request for Additional Sheriff's Office Staffing to allow for commissioners and the sheriff and staff to meet. Thurmond/Fausett

Consideration of Local Emergency Operations Plan Update

Motion passed 4-0 to approve a Local Emergency Operations Plan Update. Satterfield/Dooley

Consideration to Amend 'Section 2-111-Solicitations. 13.b. \$25,000.00 and Above, Sealed Solicitations' of the Purchasing Policy Ordinance

Motion passed 4-0 to approve to Amend 'Section 2-111-Solicitations. 13.b. \$25,000.00 and Above, Sealed Solicitations' of the Purchasing Policy Ordinance. Fausett/Gaines

Ratification of the Liberty Church Road Emergency Repair Request

Motion passed 4-0 to ratify the Liberty Church Road Emergency Repair Request. Gaines/Satterfield

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss litigation. Gaines/Fausett

Motion passed 4-0 to come out of Executive Session. Gaines/Satterfield

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT

**FIREFIGHTER PROPERTY PROGRAM (FFP)
COOPERATIVE EQUIPMENT AGREEMENT AND PROCEDURES
GEORGIA FORESTRY COMMISSION
FIRE/EMERGENCY SERVICES ENTITY
STATE OF GEORGIA**

COUNTY OF Dawson

THIS AGREEMENT made and entered into this 4 day of February, 2021, by and between the Georgia Forestry Commission, an Agency of the State of Georgia, hereinafter referred to as the COMMISSION, and the Dawson County Fire Department, hereinafter referred to as COOPERATOR.

WHEREAS, it is of vital importance to the State of Georgia to protect its forest land resources; and

WHEREAS, the COMMISSION is charged by Georgia Code, O.C.G.A. Section §12-6-5 and O.C.G.A. §12-6-89 to prevent, detect, and suppress wildfires on all State and private lands and provide emergency response operations in the event of a Governor's declared state of emergency; and

WHEREAS, the COOPERATOR is actively engaged in emergency response operations and the prevention and suppression of all fires in, and adjacent to, suburban areas; and

WHEREAS, the COOPERATOR can more adequately carry out this function if appropriate equipment is available: NOW THEREFORE, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The COMMISSION agrees:

- (1) To actively search for and make available certain Demil 'A' and 'Q6' DoD-FFP property according to the terms set forth in this agreement.
- (2) To provide DOD Firefighter Property (FFP) to the COOPERATOR for the **exclusive** purpose of fire suppression, fire prevention, emergency services, disaster relief, and related emergency medical service efforts of the COOPERATOR as outlined by 10 U.S.C. §2576b.
- (3) Perform physical inventory of demilitarization equipment required by FFP and reconcile to property accounting records as requested by the Forest Service Property Management Officer.

The COOPERATOR Agrees:

- (1) To obtain, at acquisition of said equipment, and continue in effect, for the duration of this agreement, liability insurance in the amount required by State law to cover the operation of said equipment. The COOPERATOR agrees to provide documentation of proof of liability insurance to the COMMISSION.
- (2) To pay to the COMMISSION all applicable administrative fees, transportation fees and travel reimbursement cost accrued by the COMMISSION for said property/equipment within 30 days of receipt of the invoice from the COMMISSION. Administrative fees will be \$100 per transaction for non-titled property and \$200 per transaction for titled property. Round trip mileage will be charged based on the COMMISSION's set fees for delivery vehicle use. Travel reimbursement rates will be as per COMMISSION and State of Georgia travel policies.
- (3) That equipment acquired under this agreement is for the **exclusive** use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority.

(4) To complete Form T-22B (Vehicle VIN Verification), provided by the COMMISSION, and mail the original to the Georgia Forestry Commission, 5645 Riggins Mill Road, Dry Branch, GA 31020, ATTENTION: FFP Management within 10 business days.

(5) To accept the responsibility of obtaining and bear the entire cost of vehicle liability insurance, maintenance, repair, and operation of this equipment while in COOPERATOR'S possession, and relieves the COMMISSION of all responsibility or liability in matters related to this equipment. COOPERATOR will be responsible for worker's compensation for any personal injury while using, repairing, or operating said equipment, and for any and all claims related to said equipment and/or its use.

(6) To convert said equipment into a viable fire/emergency unit or usable apparatus, to meet requirements as provided by the COMMISSION and to paint equipment to ensure there are no military colors or markings on the equipment and place said equipment in operating condition within 180 days from the date of receipt of equipment. Equipment must be made available for an in-service inspection by the COMMISSION representative prior to putting it into service. If the COOPERATOR has made substantial progress toward placing the property in-service, the COMMISSION may extend this time frame an additional 30 days upon written request and approval from the COOPERATOR. Requests must be in writing and submitted to the state FFP manager 30 days prior to deadline.

(7) COOPERATOR will provide shelter adequate to protect equipment from vandalism and adverse weather.

(8) To ensure add-on water tanks, pumps, hose reels, etc. will not cause the vehicle in this agreement to exceed the maximum recommended G.V.W. or Georgia DOT requirements. (This information and other technical equipment guidance is available at the Roscommon Equipment Center's website - www.roscommonequipmentcenter.com)

(9) If equipment acquired through this agreement is not placed in operational condition within 180 days from the date of receipt, or after an approved 30 days' extension, this agreement will become null and void, and the return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighter Property Standard Operating Procedures and at the COOPERATOR'S expense.

(10) In the event the COMMISSION has to recover the equipment, the equipment must be returned to the COMMISSION with all original parts and accessories installed to their original location as when first delivered to the COOPERATOR. Any detachable improvements or mounted accessories made to the equipment by the COOPERATOR may be removed prior to recovery by the COMMISSION. The COOPERATOR will accept responsibility and bear the cost of the original parts and accessories which are not returned to the COMMISSION. The cost for the missing items will be based on fees established by the Department of Defense.

(11) To keep equipment operational for the intended purpose for a minimum of ONE (1) YEAR after the in-service date. The sale, gifting, change in intended use or disposal within ONE (1) YEAR following the in-service date is not allowed. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales, gifting or disposal of property after the one-year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the FFP program.

(12) To make equipment available for a compliance inspection by the COMMISSION representative ONE (1) YEAR after the in-service date.

(13) If equipment acquired through this agreement becomes inoperable and beyond repair or uneconomical to operate prior to being placed in service, a certified mechanic must inspect equipment to verify that it is inoperable and beyond repair or uneconomical to operate and a written report of the condition must be given to the COMMISSION. The return of said equipment will be coordinated by the COMMISSION according to the USDA Forest Service Firefighting Property Standard Operating Procedures at the COOPERATOR's expense. If any improvements, add-ons, mounted accessories, etc.... that are detachable and made to the equipment by the COOPERATOR may be removed prior to returning to the COMMISSION.

- (14) To provide access to and the right to examine all records, books, or documents relating to DOD firefighter property transferred to the COOPERATOR under 10 U.S.C. 2576b to the US Forest Service, the Department of Defense, the Office of the Inspector General, and the Comptroller General of the United States or their authorized representatives.
- (15) That the proceeds from the sale of any FFP vehicle and/or other FFP equipment MUST BE EARMARKED FOR FIRE/EMERGENCY SERVICES and be used to support those functions.
- (16) To comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.
- (17) The COOPERATOR certifies that a drug-free workplace will be provided for COOPERATOR's employees and that it will secure from any sub-contractors hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (COOPERATOR's name) certifies to the Sub-Grantee that a drug-free workplace will be provided to sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of O.C.G.A. code section 50-24-3.
- (18) The COOPERATOR hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq.
- (19) The COOPERATOR certifies, to the best of their knowledge and belief, that equipment acquired under this agreement was not acquired because of the COOPERATORS actions to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress. COOPERATOR further agrees that it will not expend funds from the proceeds of the sale of equipment acquired under this agreement to pay any person for Lobbying Activities. That if such action has occurred that the COOPERATOR will complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with instructions.
- (20) The COOPERATOR hereby certifies that this Agreement does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et, Seq relating to Conflicts of Interest.
- (21) To respond to fires within the County or make said equipment, adequately manned, available for suppression of fires within the County whenever necessary.
- (22) The COOPERATOR shall adhere to U.S. Export Control Regulations including the Export Administration Regulations (EAR) (15CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The COOPERATOR cannot transfer or sell the property to a non-U.S. Citizen or export outside of the U.S. Information on the EAR and ITAR can be found at: <https://www/bos/dpc/gpv/index.php> and <https://www.pmdtdc.state.gov/index.html>

It is Mutually Agreed That:

- (1) The COMMISSION will transfer ownership of said equipment to the COOPERATOR. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the COOPERATOR under the terms of this agreement only after vehicles and/or other titled equipment have been in operational service for ONE (1) YEAR.

The COOPERATOR which puts Firefighter Program property into use will accept ownership of equipment. Titles will only be transferred to a Fire/Emergency Services entity that is publicly funded by state, county or local governments in the State of Georgia. Title must be in the entity's name and cannot have an individual's name on the title. The COOPERATOR is responsible for the cost of Title transfer fees.

(2) The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment "as is" without any warranties of any kind, either expressed or implied.

(3) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance with Federal and State regulations, program and property management requirements. Additional Program requirements can be found by accessing the USDA Forest Service FFP SOP at www.fs.fed.gov/fire/partners/fepp.

(4) This Agreement shall be effective upon execution by the parties hereto and be renewed by both parties when there is a Fire Chief, EMA Director change, a change of State Forester or every five (5) years.

(5) COOPERATOR will operate within this program at the discretion of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges may be terminated from program until arrangements are implemented to comply with guidelines or for one year from violation date. Either party may terminate this agreement by providing written notice 30 days prior to termination date. If the terms of this agreement are not met, the agreement will be terminated within thirty (30) days of written notice. Any property that has been transferred as the result of this agreement will be returned at the expense of the COOPERATOR.

(6) This Agreement supersedes all prior Agreements related to the FFP program.

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

COOPERATOR

County/City Manager:

By: _____ Date: _____

Signature & Title of Authorized Representative

Printed Name of Authorized Representative

Telephone Number

Fire Chief/Emergency Management Agency (EMA) Director

By: _____ Date: 2-5-2021

Signature & Title of Authorized Representative

DANNY THOMPSON
Print Name of Authorized Representative

706-344-3666

Telephone Number

GEORGIA FORESTRY COMMISSION

Chief Ranger:

By: _____ Date: 2/4/2021

Signature & Title of Authorized Representative

Wesley Sisk
Printed Name of Authorized Representative



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Industrial Building Authority of Dawson County

Work Session: 02.18.2021

Prepared By: Betsy McGriff

Voting Session: 03.04.2021

Presenter: Gary Coates, Chairman IBADC

Public Hearing: Yes No ☒

Agenda Item Title: Presentation of Staggered Terms and Appointment of Members to the Industrial Building Authority of Dawson County

Background Information:

The normal staggered term of appointed board members of the Industrial Building Authority of Dawson County (IBADC) is four years. Through changes in the board personnel due to resignation and withdrawal, there are uneven expiration. This proposal will correct the term staggers and ensure continuity.

Current Information:

Board Member Term Expiration

Gary Coates – August 2021

Mike Ball – December 2018

Brian Trapnell – June 2021

Calvin Byrd – December 2019

The proposed action for the BOC is to extend the terms of Coates and Trapnell to 12/2021, and to appoint Jere Allen (currently serving on DADC) and Calvin Byrd to new 4-year terms ending 12/2025.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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INDUSTRIAL BUILDING AUTHORITY
OF DAWSON COUNTY

BOARD TERM RESET PROPOSAL

Gary Coates

February 18, 2021

TERM ALIGNMENTS & APPOINTMENTS

Board Member	Current Term End	Proposed Action
Gary Coates	August 2021	Extend to December 2021
Mike Ball	December 2018	Replace with Jere Allen
Jere Allen	N/A	December 2025
Brian Trapnell	June 2021	Extend to December 2021
Calvin Byrd	December 2019	December 2025