

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, NOVEMBER 5, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on October 15, 2015

[Minutes](#) of the Special Called Meeting held on October 26, 2015

G. APPROVAL OF AGENDA

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

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARING

L. UNFINISHED BUSINESS

- [1.](#) Approval of Proposed FY 2016-2018 Budget (*Postponed from the October 15, 2015 Voting Session*)

[Click HERE for Proposed FY 2016-2018 Budget](#)

M. NEW BUSINESS

- [1.](#) Approval of FY 2016 K9 Grant Application
- [2.](#) Approval of 2016 Dawson County Payroll and Holiday Calendar
- [3.](#) Approval of 2016 Board of Commissioners Meeting Calendar
- [4.](#) Approval of Bid #256-15 RFP HVAC Maintenance & Repair
To view the solicitation documents click [here.](#)
- [5.](#) Approval of Bid #258-15 IFB Emergency Services Uniforms - Emergency Services
Director Billy Thurmond
To view the solicitation documents click [here.](#)

6. Board Appointment:

- Wendi Bock - Dawson County Library Board - *replacing Nancy Disharoon*
(Term: October 2015 to June 2016)

7. Approval to reconsider ZA 15-03 - Delinda Umberger on behalf of Aqua Design Pools and Spas has made a request to rezone 1.998 acres from R-A (Residential Agricultural) to C-HB (Commercial Highway Business). The property is located at TMP 098-009.

8. Approval of resolution to amend the terms of the County Board of Assessors

9. Approval of Development Fee Agreement

10. Ratification of approval for emergency purchase of fire truck to replace fire truck damaged in collision

11. Resolution approving agreement with DOT – Lighting SR 53 @ SR 183 project

N. ADJOURNMENT

O. PUBLIC COMMENT

Backup material for agenda item:

Minutes of the Voting Session held on October 15, 2015

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – OCTOBER 15, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM**

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

OPENING PRESENTATIONS:

- Farm City Week Proclamation – Tammy Wood – Farm Bureau Insurance

Motion passed unanimously to approve the Farm City Week Proclamation as written.
Nix/Hamby

- Dawson County DUI DDC & Education Center – Misty Wegner

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

Commissioner Swafford reminded everyone of the groundbreaking ceremony for Culver's which is scheduled to be held on Thursday, October 22nd at 10:00 a.m.

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on October 1, 2015 as written. Swafford/Hamby

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as written with the following change:

- Addition of an Executive Session to discuss Legal and Personnel at the end of the meeting.

Nix/Fausett

PUBLIC COMMENT:

None

ALCOHOL LICENSE HEARING:

None

ZONING:

ZA 15-05 – Dawson Marketplace has made a request for a Special Use Permit on behalf of Petco, Land Use Resolution, Article IV, Section 121-101.d for proposed use. The property is located at TMP 106-075-008. The property is zoned C-HB (Commercial Highway Business)

Planning and Development Director Rachel Burton stated that the applicant is requesting a Special Use Permit which would enable Petco to operate this location as it operates its other large format stores. This would include the sale of pet food, pet supplies, live animals, pet grooming, pet training, animal adoptions, veterinary services and related goods and services.

Applicant Steve Spiegel along with Charlie Hendon on behalf of Hendon Properties reaffirmed that they were requesting a Special Use Permit to enable Petco to operate this store as it does its other stores.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Chairman Berg asked if anyone wished to speak in favor of the application.

- Charlie Auvermann- *Director, Development Authority of Dawson County, 135 Prominence Court, Suite 170, Dawsonville, GA 30534*

Chairman Berg asked if anyone wished to speak in opposition of the application and hearing none, closed the hearing.

Motion passed unanimously to approve the Special Use Permit for the proposed Petco to allow for the proposed uses as applied. Nix/Swofford

PUBLIC HEARING:

None

UNFINISHED BUSINESS:

Approval of Proposed FY 2016-2018 Budget (Tabled from the October 1, 2015 Voting Session)

Motion passed unanimously to postpone approval of the Proposed FY 2016-2018 Budget to the November 5, 2015 Voting Session. Fausett/Hamby

NEW BUSINESS:

Approval of Georgia Forestry Grant Application

Motion passed unanimously to approve the Georgia Forestry Grant Application. Hamby/Nix

EXECUTIVE SESSION:

Motion passed unanimously to go into Executive Session for the purpose of Legal and Personnel. Hamby/Swofford

ADJOURNMENT:

PUBLIC COMMENT:

None

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

DRAFT

Backup material for agenda item:

Minutes of the Special Called Meeting held on October 26,2015

DAWSON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING MINUTES – OCTOBER 26, 2015
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Clerk Yarbrough and interested citizens of Dawson County. County Manager Campbell was not present.

APPROVAL OF THE AGENDA:

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

NEW BUSINESS:

Approval of County Manager Cindy Campbell's Resignation

Motion passed unanimously to accept County Manager Cindy Campbell's resignation as submitted. Swafford/Hamby

Approval of Severance Package

Motion passed unanimously to approve the resolution authorizing payment of severance pay to County Manager Cindy Campbell. Nix/Hamby

Approval of Resolution Granting Authorization to Perform Duties of County Manager

Motion passed unanimously to authorize the Chairman to perform the duties of County Manager temporarily until the Board appoints a County Manager. Hamby/Swafford

ADJOURNMENT:

Motion passed unanimously to adjourn. Nix/Fausett

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Approval of Proposed FY 2016-2018 Budget (*Postponed from the October 15, 2015 Voting Session*)

[Click HERE for Proposed FY 2016-2018 Budget](#)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Board of Commissioners

Presenter: Mike Berg

Submitted By: Dena Bosten on behalf of Mike Berg

Date Submitted: 9/15/2015

Item of Business/Agenda Title: Presentation of Proposed FY 2016-2018 Budget

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Budget must be adopted one month prior to beginning of fiscal year

Purpose of Request: Adopt annual budget

Department Recommendation: Adopt budget as presented

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

Yes Explanation/ Additional Information: _____

No

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

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 9/15/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 9/24/2015

Comments: _____

Attachments: _____

Backup material for agenda item:

1. Approval of FY 2016 K9 Grant Application



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Sheriff's Office

Presenter: Greg Rowan

Submitted By: Sheriff's Office

Date Submitted: 10-15-2015

Item of Business/Agenda Title: FY 2016 K-9 Grant Application

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Application due 11/6/2015.

Purpose of Request: Approval of FY 2016 K-9 Grant Application and approval for Chairman Berg to sign contact if grant is awarded.

Department Recommendation: Approve FY 2016 K9 Grant Application

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

Yes Explanation/ Additional Information:

No

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

Yes Explanation/ Additional Information: Prior FY 2015 award amount was \$112,204 for salaries of K-9 officers Jessica

No Kraft and Zachary Smith. The grant only covers salaries and benefits. Additional expenditures are budgeted in General Fund.

Amount Requested: \$0 no match required

Amount Budgeted: Grant revenue will be budgeted in FY 2016 budget

Fund Name and Account Number: 250-00-3322-XXXXXX-016 and 100-00-3322-XXXXXX-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10-15-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10-22-2015

Comments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 K-9 Grant Application

DATE: 10-15-2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

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

COMMISSION ACTION REQUESTED ON: 11/5/2015

PURPOSE: Request BOC approval to approve the FY 2016 K9 competitive grant application and for Chairman Berg to sign contract if grant is awarded.

HISTORY: This is a recurring grant from Criminal Justice Coordinating Council. This grant is used to fund K9 personnel.

FACTS AND ISSUES: The grant award period is January 1, 2016 through December 31, 2016. Award amount for 2015 was \$112,204; will be requesting consistent amount for FY 2016. The application deadline for this grant is November 6, 2015. Notification of the grant application was not received until early October.

OPTIONS: Grant approval for Chairman Berg to sign grant application and if awarded, grant award contract.

RECOMMENDED SAMPLE MOTION: Motion to approve FY201 K9 grant application and to allow Chairman Berg to sign grant award contract if awarded.

DEPARTMENT: Sheriff's Office

Prepared by: _____

Director _____



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: State of Georgia Criminal Justice Coordination Council 104 Marietta Street NW, Suite 440 Atlanta, GA 30303-2743 Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs	7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program Drug Control and System Improvement Formula Grant Program CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> The Dawson County Board of Commisioners does not conduct lobbying activities	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Mike Berg</u> Title: <u>Chairman, Dawson County Board of Commissioners</u> Telephone No.: <u>(706) 344-3501</u> Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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

2. Application Number and/or Project Name

North Georgia K-9 Task Force

3. Grantee IRS/Vendor Number

58-6011881

4. Typed Name and Title of Authorized Representative

Mike Berg, Chairman of Dawson County Board of Commissioners

5. Signature

6. Date

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

DESIGNATION OF GRANT OFFICIALS - INSTRUCTIONS

On the following page, fill in the name, title, address, and phone number for the project director, the financial officer, and the authorized for the grant. No two officials can be the same person.

A. Project Director

This official must be an employee of the applicant agency or from a contractor organization, at the applicant's option, who will be directly responsible for operation of the project.

B. Financial Officer

This person must be the chief financial officer of the applicant agency such as the county auditor, city treasurer/controller, or the board treasurer.

C. Authorized Official

This person is the official who is authorized to apply for, accept, decline, or cancel the grant for the applicant agency. This must be the executive director of a state agency, chairperson of the county Board of Commissioners, city mayor, chairperson of the city council, or the chairman/president of the board of directors. All correspondence regarding the grant application must be signed by the authorized official. Once an award has been made, the authorized official may designate someone to sign this documentation by submitting a letter on agency letterhead to CJCC.

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Dawson County Board of Commissioners

PROJECT TITLE: North Georgia K-9 Task Force

GRANT NUMBER: _____

Mr.

Ms.

Billy Carlisle

PROJECT DIRECTOR NAME (Type or Print)

Sheriff, Dawson County Sheriff's Office

Title and Agency

19 Tucker Avenue

Dawsonville

30534

Official Agency Mailing Address

706-344-3535

City

706-344-3537

Zip

Daytime Telephone Number

Carlisle@dawsoncountysheriff.org

Fax Number

E-Mail Address

Mr.

Ms.

Dena Bosten

FINANCIAL OFFICER (Type or Print)

Chief Financial Officer, Dawson County

Title and Agency

25 Justice Way

Dawsonville

30534

Official Agency Mailing Address

706-344-3500 X 42214

City

706-344-3504

Zip

Daytime Telephone Number

dbosten@dawsoncounty.org

Fax Number

E-Mail Address

Mr.

Ms.

Mike Berg

AUTHORIZED OFFICIAL (Type or Print)

Chairman, Dawson County Board of Commissioners

Title and Agency

25 Justice Way

Dawsonville

30534

Official Agency Mailing Address

706-344-3501

City

706-344-3504

Zip

Daytime Telephone Number

mberg@dawsoncounty.org

Fax Number

E-Mail Address

CIVIL RIGHTS CONTACT

- (1) **Civil Rights Contact Person:** Danielle Yarbrough
- (2) **Title/Address:** Human Resources, Dawson County
25 Justice Way
Suite 2233
Dawsonville, GA 30534
- (3) **Telephone Number:** (706) 344-3500 X 42245
- (4) **Number of persons employed by the organizational unit (agency) responsible for administering the subgrant:** 112

Questions regarding the EEOC compliance requirements in connection with funding under this program should be addressed directly to the Office of Civil Rights Compliance, Office of Justice Programs, 633 Indiana Avenue, NW, Washington, D.C. 20531. That Office may be reached at (202) 724-7861.

Backup material for agenda item:

2. Approval of 2016 Dawson County Payroll and Holiday Calendar



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Human Resources

Presenter: Danielle Yarbrough

Submitted By: Danielle Yarbrough

Date Submitted: 10/12/15

Item of Business/Agenda Title: Presentation of the 2016 Holiday and Payroll Calendar

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR X Commission Action Needed.

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

Purpose of Request: Seek approval of the 2016 Holiday and Payroll Calendar

Department Recommendation: Staff recommends approval

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

Yes Explanation/ Additional Information: _____

No

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

Yes Explanation/ Additional Information: N/A

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: David McKee Date: 10/12/2015

Finance Dept. Authorization: Dena Bosten Date: 10/12/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: _____

Attachments: 2016 Holiday and Payroll Calendar

PAYROLL CALENDAR FOR 2016

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	CHECK DATE	MONTH	PAY PERIOD # FOR YEAR
12/19/2015	1/1/2016	1/8/2016	JANUARY	1
1/2/2016	1/15/2016	1/22/2016		2
1/16/2016	1/29/2016	2/5/2016	FEBRUARY	3
1/30/2016	2/12/2016	2/19/2016		4
2/13/2016	2/26/2016	3/4/2016	MARCH	5
2/27/2016	3/11/2016	3/18/2016		6
3/12/2016	3/25/2016	4/1/2016	APRIL	7
3/26/2016	4/8/2016	4/15/2016		8
4/9/2016	4/22/2016	4/29/2016		9
4/23/2016	5/6/2016	5/13/2016	MAY	10
5/7/2016	5/20/2016	5/27/2016		11
5/21/2016	6/3/2016	6/10/2016	JUNE	12
6/4/2016	6/17/2016	6/24/2016		13
6/18/2016	7/1/2016	7/8/2016	JULY	14
7/2/2016	7/15/2016	7/22/2016		15
7/16/2016	7/29/2016	8/5/2016	AUGUST	16
7/30/2016	8/12/2016	8/19/2016		17
8/13/2016	8/26/2016	9/2/2016		SEPTEMBER
8/27/2016	9/9/2016	9/16/2016	19	
9/10/2016	9/23/2016	9/30/2016	20	
9/24/2016	10/7/2016	10/14/2016	OCTOBER	21
10/8/2016	10/21/2016	10/28/2016		22
10/22/2016	11/4/2016	11/11/2016	NOVEMBER	23
11/5/2016	11/18/2016	11/25/2016		24
11/19/2016	12/2/2016	12/9/2016	DECEMBER	25
12/3/2016	12/16/2016	12/23/2016		26
12/17/2016	12/30/2016	1/6/2017	JANUARY	1

2016 HOLIDAY SCHEDULE

New Year's Day	Friday 1/1/2016	Veteran's Day	Friday 11/11/2016
MLK Day	Monday 1/18/2016	Thanksgiving	Thursday 11/24/2016
President's Day	Monday 2/15/2016	Day after Thanksgiving	Friday 11/25/2016
Memorial Day	Monday 5/30/2016	Christmas Eve (Observed)	Friday 12/23/2016
Independence Day	Monday 7/4/2016	Christmas Day (Observed)	Monday 12/26/2016
Labor Day	Monday 9/5/2016		

Floating Holiday (8 Hrs) -may be taken at employee's discretion during the year

No insurance deductions withheld

Date falls on Holiday - Check processing will be adjusted to 11/10/2016

Backup material for agenda item:

3. Approval of 2016 Board of Commissioners Meeting Calendar



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Board of Commissioners

Presenter: County Clerk Danielle Yarbrough

Submitted By: County Clerk Danielle Yarbrough

Date Submitted: 10/12/15

Item of Business/Agenda Title: Presentation of the Draft 2016 Board of Commissioners Meeting Calendar

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

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

Purpose of Request: Seek approval of the Draft 2016 Board of Commissioners Meeting Calendar

Department Recommendation: Staff recommends approval

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

Yes Explanation/ Additional Information: _____

No

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

Yes Explanation/ Additional Information: _____

No

Amount Requested: _____ Amount Budgeted: _____

Fund Name and Account Number: _____

Administration Staff Authorization

Dept. Head Authorization: Mike Berg Date: 10/12/2015

Finance Dept. Authorization: _____ Date: _____

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: _____

Attachments: Draft 2016 BOC Meeting Calendar

**Dawson County Board of Commissioners
Draft Meeting Calendar 2016**

Voting Session	Work Session
	01/14/16
01/21/16	01/28/16
02/04/16	02/11/16
02/18/16	02/25/16
03/03/16	03/10/16
03/17/16	03/24/16
04/07/16	04/14/16
04/21/16	04/26/16 Tuesday *
05/05/16	05/12/16
05/19/16	05/26/16
06/02/16	06/09/16
06/16/16	06/23/16
07/07/16	07/14/16
07/21/16	07/28/16
08/04/16	08/11/16
08/18/16	08/25/16
09/01/16	09/08/16
09/15/16	09/22/16
10/06/16	10/13/16
10/20/16	10/27/16
11/03/16	11/10/16
11/17/16	11/22/16 Tuesday *
12/01/16	12/08/16
12/15/16	

Backup material for agenda item:

4. Approval of Bid #256-15 RFP HVAC Maintenance & Repair

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Purchasing on behalf of Facilities & Et Al

Presenter: Dauida Simpson, Purchasing Director

Submitted By: Purchasing Director Dauida Simpson

Date Submitted: October 13, 2015

Item of Business/Agenda Title: Presentation of Bid #256-15 RFP HVAC Maintenance & Repair (FY2016)

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 17, 2015 is the 90 deadline for BOC to take action

Purpose of Request: To secure pricing under an annual contract with a qualified vendor to provide HVAC maintenance and repair as required by the County.

Department Recommendation: Approve contract as submitted

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

- Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
- No

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

Yes Explanation/ Additional Information:

No

Amount Requested: \$15,000 and other costs as needed

Amount Budgeted: \$137,400 Proposed FY 2016

Fund Name and Account Number: 100-00-1565-5222200-000

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10-15-2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: Bids can be found at www.dawsoncounty.org> Bids & RFPs> Bids Under Evaluation. Exhibit B is vendor's price proposal. Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #256-15 RFP HVAC Maintenance & Repair (FY2016)

DATE: October 13, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

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

COMMISSION ACTION REQUESTED ON: November 5, 2015

PURPOSE: To secure product pricing under an annual contract with a qualified vendor to provide HVAC maintenance and repair as required by the County.

HISTORY: Standard contract for HVAC maintenance and repair that is bid out every three (3) years. All renewals have been exhausted. Vendor has positive evaluations. Contract is set to expire December 31, 2015.

FACTS AND ISSUES: Set Point HVAC is the most responsive, responsible bidder. Contract price is within budget and lower than current pricing.

OPTIONS: Approve as submitted (recommended).

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #256-15 RFP HVAC Maintenance & Repair to the most responsible, responsive bidder, Set Point HVAC and approve the contract as submitted in the amount of \$15,000, beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

HVAC Maintenance & Repair (FY16) Bid #256-15 RFP

WORK SESSION OCTOBER 22, 2015



Background

- ▶ Standard contract for services
 - ▶ Current contract will expire December 31, 2015
 - ▶ Exhausted all renewals
 - ▶ Current contract is \$15,300 for Preventative Maintenance
 - ▶ Repairs as needed:
 - ▶ 2015 - \$56,520.50
 - ▶ 2014 - \$60,143.50
 - ▶ 2013 - \$77,755.50
- ▶ Bid every 3 years
 - ▶ Bid was released on August 19, 2015
 - ▶ Pre-Proposal meeting held September 18, 2015

Scope of Work

- ▶ 187 units countywide at all county facilities
- ▶ Routine preventative maintenance
 - ▶ Twice a year: April & October
- ▶ Semi-annual cleaning
 - ▶ Beginning of heating and cooling seasons
- ▶ Filter changes (vendor to provide filters)
- ▶ Quarterly unit checks
- ▶ Any other repair work needed

Acquisition Strategy & Methodology

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

Evaluation Committee

- ▶ James Tolbert, Facilities Director
- ▶ Maynard Waters, Facilities Maintenance Supervisor
- ▶ Victoria Bosten, Administrative Assistant
- ▶ Davida Simpson, Purchasing Director (facilitator)

Scoring

	Score	Annual Pricing	Price Per Hour	Response Times
5 Seasons	29	\$46,750	1 person crew - \$75 2 person crew - \$170 Trip charge - \$55	Emergency – Normal Hrs: 2-4 & Outside Hrs:4-6 hrs; Normal business hrs – 8 hrs
All Systems	61	\$18,350	1 person crew - \$65 2 person crew - \$105 Trip charge - \$45	Emergency & Normal business hrs – 8 business hrs
B&W Mechanical	69.3	\$18,150	1 person crew - \$96 2 person crew - \$135 Trip charge - \$65	Emergency – Normal Hrs: 2 hrs & Outside Hrs: 4; Normal business hours – NLT next business day
Capital City Mechanical	60.7	\$43,229	1 person crew - \$85 2 person crew - \$170 Trip charge - \$35	Emergency – 2-4 hrs; Normal business hours – 4 hrs
Set Point HVAC Services	85.3	\$15,000	1 person crew - \$65 2 person crew - \$95 Trip charge \$0	Emergency – 1 hr or less; Normal business hours – 2 hrs or less

Recommendation

Staff respectfully requests the Board to award Bid #256-15 RFP HVAC Maintenance & Repair to the most responsive, responsible bidder, Set Point HVAC Services out of Dahlonega, GA in the amount of \$15,000 and approve the contract as submitted beginning January 1, 2016.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2016
Contract End Date: December 31, 2016
Contract Name: HVAC Maintenance & Repair
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this _____ day of _____, 2015, by and between Dawson County, Georgia (hereinafter referenced as “County”) and _____, [a sole proprietorship, a partnership, a Georgia limited liability corporation, a Georgia corporation] (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. #256-15 RFP HVAC Maintenance & Repair and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Scope of Services

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

2. Term of Agreement

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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

3. **Multi-Year Contract**

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

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #256-15 RFP HVAC Maintenance & Repair. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form ("Exhibit B") in response to the Request for Proposals #256-15 RFP HVAC Maintenance & Repair. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

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

4. **Payment**

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

5. **Invoices**

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

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

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person

caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$ 1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

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

8. Change Order

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

9. Confidential Information

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

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

maps, or other materials prepared in accord with the terms of this Contract and Agreement.

10. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

11. Notices

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

County:

Contractor:

Dawson County Board of Commissioners

ATTN: Purchasing Director

25 Justice Way, Suite 2223

Dawsonville, GA 30534

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

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



**BID #256-15 RFP HVAC MAINTENANCE & REPAIR
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Set Point HVAC Services

Vendor is to provide all materials, equipment and labor for HVAC Maintenance under an annual contract at the Rates listed below.

I. Annual Cost for Preventative Maintenance as described under Scope of Work:	
Lump Sum Bid	\$ 15,000 ⁰⁰
II. Repairs outside of Preventative Maintenance described under Scope of Work:	
A. Rate per hour Service Calls during Normal Business Hours (7:00 AM to 6:00 PM, Monday-Friday)	1-person crew: \$65 ⁰⁰ 2-person crew (if applicable): \$95 ⁰⁰
B. Rate per hour Service Calls "Outside Normal Business Hours" (including weekends and holidays)	1-person crew: \$65 ⁰⁰ 2-person crew (if applicable): \$95 ⁰⁰
If a 2-person crew is required, will this be standard or in special circumstances? If special, give examples:	Standard
C. Cost Plus Percentage above manufacturer's CURRENT published list price for materials and equipment. Documentation of Contractor's cost will be required, if applicable.	Cost + 15% %
Freon Charge per gallon	\$50 ⁰⁰ -R-22 / 35 ⁰⁰ -R410 /Gallon
Trip Charge: If applies, define one way or round trip	\$ NA
III. Response Times	
A. Response time for service calls during normal working hours	2 hrs or less
B. Response time for EMERGENCY service calls during normal business hours	1 hr or less
C. Response time for EMERGENCY service calls outside normal business hours	1 hr or less
Do you accept Net 30 payment terms? If no, state acceptable terms:	Yes

J. Courtney Scoopins
Authorized Representative (Signature)
J. Courtney Scoopins
Authorized Representative/Title
(Print or Type)

9-16-15
Date

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

Backup material for agenda item:

5. Approval of Bid #258-15 IFB Emergency Services Uniforms - Emergency Services
Director Billy Thurmond

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Purchasing on behalf of DCES

Presenter: EMA Director Billy Thurmond

Submitted By: Purchasing Director Davida Simpson

Date Submitted: October 13, 2015

Item of Business/Agenda Title: Presentation of Bid #255-15 IFB Dawson County Emergency Services Uniforms

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: December 17, 2015 is the 90 deadline for BOC to take action

Purpose of Request: To secure product pricing under an annual contract for emergency services personnel uniforms on an as needed basis. Turn out gear is not included in this solicitation.

Department Recommendation: Approve contract as submitted

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

- Yes Explanation/ Additional Information: Contract to be executed. Standard contract was written by County Attorney but not specifically reviewed in this instance. Only changes to contract were the insertion of vendor and bid information.
- No

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

Yes Explanation/ Additional Information:

No

Amount Requested: As needed

Amount Budgeted: \$45,000 in proposed FY 2016 Budget

Fund Name and Account Number: 100-00-3630/3500-531700

Administration Staff Authorization

Dept. Head Authorization: _____ Date: _____

Finance Dept. Authorization: Dena Bosten Date: 10/15/2015

County Manager Authorization: CINDY CAMPBELL Work Session Date: 10/22/2015

Comments: Bids can be found at www.dawsoncounty.org> Bids & RFPs> Bids Under Evaluation. Exhibit B is vendor's price proposal. Contract is attached.



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Presentation of Bid #255-15 IFB Dawson County Emergency Services Uniforms

DATE: October 13, 2015

BUDGET INFORMATION:

ANNUAL- _____
CAPITAL- _____

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

COMMISSION ACTION REQUESTED ON: November 5, 2015

PURPOSE: To secure product pricing under an annual contract for emergency services uniforms on an as-needed basis. Turn out gear is not included.

HISTORY: Standard contract for emergency services uniforms that is bid out every three (3) years. All renewals have been exhausted. Contract is set to expire December 31, 2015.

FACTS AND ISSUES: Uniform Services America is the most responsible, responsive bidder. All references were positive.

OPTIONS: Approve as submitted (recommended).

RECOMMENDED SAMPLE MOTION: Motion to approve Bid #255-15 IFB Emergency Services Uniforms to the most responsible, responsive bidder, Uniform Sales America and approve the contract as submitted beginning January 1, 2016.

DEPARTMENT:

Prepared by: David Simpson

Director _____

DCES Uniforms Bid #258-15 IFB

WORK SESSION OCTOBER 22, 2015



Background

- ▶ Standard contract for services
 - ▶ Current contract will expire December 31, 2015
 - ▶ Exhausted all renewals
 - ▶ Items are purchased on an as-needed basis
 - ▶ 2015 - \$26,664.03
 - ▶ 2014 - \$29,641.50
 - ▶ 2013 - \$27,951.42
- ▶ Bid every 3 years
 - ▶ Bid was released on August 26, 2015

Sample of Items Bid

- ▶ Class A Uniform
- ▶ Dress Uniform
- ▶ Raincoat
- ▶ Polo
- ▶ Tactical pant
- ▶ Work out gear
- ▶ Gloves
- ▶ Boots

Note: Turnout gear was not included

Acquisition Strategy & Methodology

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

Evaluation Committee

- ▶ Capitan Ricky Rexroat, DCES
- ▶ Battalion Chief Jamerson Kirby, DCSO
- ▶ Quartermaster Bill Tanner, DCES
- ▶ Davida Simpson, Purchasing Director (facilitator)

Pricing

	Nafeco	T&T Uniforms (incumbent)	Uniform Sales America
Number of Items Bid*	31/31	31/31	30/30
Number of Low Bid Items	18.75	3	10
Average Price per Item	\$70.38	\$76.71	\$67.89
Average Cost of Outfitting Personnel	\$281.50	\$306.83	\$271.56

*Bidding all items was not a requirement of the bid
See attached spreadsheet for cost comparisons

Recommendation

Staff respectfully requests the Board to award #255-15 IFB Emergency Services Uniforms to the most responsive, responsible bidder, Uniform Sales America and approve the contract as submitted beginning January 1, 2016.

Nafeco

T&T Uniforms (Incumbent)

Uniform Sales America

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE UNIFORM	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
1 & 2	Workright Uniform Pants	\$ 92.00	\$ 99.00	\$ 94.95	\$ 115.00	\$ 123.75	\$ 120.95	\$ 92.00	\$ 99.00	\$ 92.50	\$ 115.00	\$ 123.75	\$ 115.95
3 & 4	Workright Fire Chief Shirt, Short Sleeve	\$ 96.00	\$ 105.00	\$ 98.25	\$ 120.00	\$ 131.25	\$ 119.95	\$ 96.00	\$ 105.00	\$ 98.25	\$ 120.00	\$ 131.25	\$ 119.95
5 & 6	Dress Uniform Pants	\$ 36.00	\$ 37.00	\$ 38.95	\$ 43.25	\$ 44.00	\$ 38.98	\$ 36.00	\$ 37.00	\$ 38.95	\$ 43.25	\$ 44.00	\$ 38.95
7 & 8	Dress Uniform Shirt, Short Sleeve	\$ 32.00	\$ 36.00	\$ 32.95	\$ 38.50	\$ 43.20	\$ 32.95	\$ 32.00	\$ 36.00	\$ 32.95	\$ 38.50	\$ 43.20	\$ 32.95
9 & 10	Dress Uniform Shirt, Long Sleeve	\$ 36.00	\$ 39.00	\$ 35.00	\$ 43.25	\$ 46.20	\$ 35.00	\$ 36.00	\$ 39.00	\$ 32.85	\$ 43.25	\$ 46.20	\$ 32.85
11 & 12	Class A Uniform Coat	\$ 295.00	\$ 305.00	\$ 230.00	\$ 325.00	\$ 315.80	\$ 230.00	\$ 295.00	\$ 305.00	\$ 230.00	\$ 325.00	\$ 315.80	\$ 230.00
13	Ranger Belt Dress Belt	\$ 24.00	\$ 34.00	\$ 24.50	\$ 27.00	\$ 42.00	\$ 30.00	\$ 24.00	\$ 34.00	\$ 24.50	\$ 27.00	\$ 42.00	\$ 30.00
14	Boston Leather Dress Belt	\$ 26.00	\$ 29.00	\$ 29.95	\$ 29.00	\$ 37.00	\$ 36.95	\$ 26.00	\$ 29.00	\$ 29.95	\$ 29.00	\$ 37.00	\$ 36.95
15	Samuel Broom Dress Tie	\$ 3.25	\$ 8.00	\$ 3.75	\$ 4.50	\$ 8.00	\$ 3.75	\$ 3.25	\$ 8.00	\$ 3.75	\$ 4.50	\$ 8.00	\$ 3.75
16 & 17	Class A Uniform Hat (Black Gab)	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95	\$ 64.00	\$ 69.00	\$ 101.95
	Class A Uniform Hat (Leatherette)	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95	\$ 92.00	\$ 100.00	\$ 101.95
18 & 19	Performance Polo	\$ 40.00	\$ 55.00	\$ 39.95	\$ 42.00	\$ 55.00	\$ 43.50	\$ 40.00	\$ 55.00	\$ 39.95	\$ 42.00	\$ 55.00	\$ 43.50
20	Quarter Zip Performance Fleece Job Shirt - Unisex	\$ 75.00	\$ 92.00	\$ 89.95	\$ 90.00	\$ 92.00	\$ 112.43	\$ 75.00	\$ 92.00	\$ 89.95	\$ 90.00	\$ 92.00	\$ 112.43
21	Fire Resistant Base Layer Shirt, Short Sleeve	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00	\$ 50.00	\$ 45.00	\$ 52.00
22	Fire Resistant Base Layer Shirt, Long Sleeve	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00	\$ 60.00	\$ 49.00	\$ 52.00
23 & 24	Tactical Pants	\$ 47.00	\$ 45.00	\$ 38.50	\$ 47.00	\$ 50.00	\$ 47.50	\$ 47.00	\$ 45.00	\$ 38.50	\$ 47.00	\$ 50.00	-
25	Workout Wear T-Shirts - Unisex	\$ 11.50	\$ 12.00	\$ 11.00	\$ 12.75	\$ 12.00	\$ 12.85	\$ 11.50	\$ 12.00	\$ 11.00	\$ 12.75	\$ 12.00	\$ 12.85
26	Workout Wear Shorts - Unisex	\$ 15.00	\$ 16.00	\$ 15.50	\$ 16.50	\$ 16.00	\$ 18.50	\$ 15.00	\$ 16.00	\$ 15.50	\$ 16.50	\$ 16.00	\$ 18.50
27	Workout Wear Sweatpants - Unisex	\$ 22.00	\$ 24.00	\$ 13.95	\$ 24.50	\$ 24.00	\$ 16.25	\$ 22.00	\$ 24.00	\$ 13.95	\$ 24.50	\$ 24.00	\$ 16.25
28	Workout Wear Sweatshirt - Unisex	\$ 22.00	\$ 24.00	\$ 16.85	\$ 24.50	\$ 24.00	\$ 20.00	\$ 22.00	\$ 24.00	\$ 16.85	\$ 24.50	\$ 24.00	\$ 20.00
29	Workout Wear Hat - Unisex	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79	\$ 12.25	\$ 16.00	\$ 10.79
30	Extrication Hybrid Gloves	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50	\$ 52.00	\$ 70.00	\$ 72.50
31	Rescue Belt	\$ 32.00	\$ 36.00	\$ 34.50	\$ 32.00	\$ 41.00	\$ 34.50	\$ 32.00	\$ 36.00	\$ 34.50	\$ 32.00	\$ 41.00	\$ 34.50
32	8" Tie/Zip, Black Boot	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95	\$ 92.50	\$ 98.00	\$ 102.95
33	6" Tie/Zip, Black Boots	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50	\$ 92.50	\$ 98.00	\$ 96.50
34	Redback Slip On Boot with Steel Toe	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-	\$ 140.00	\$ 160.00	-
35	Under Armour Men's Tactical Mirage Shoe	\$ 80.00	\$ 80.00	\$ 72.00	\$ 80.00	\$ 80.00	\$ 72.50	\$ 80.00	\$ 80.00	\$ 72.00	\$ 80.00	\$ 80.00	\$ 72.50
36	Under Armour Valsetz Tactical Boot	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95	\$ 96.00	\$ 110.00	\$ 102.95
37	Rocky 8" Alpha Force Boot	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85	\$ 84.00	\$ 95.00	\$ 87.85
38	Rocky 10" Paratrooper Size Zipper Boot	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50	\$ 114.00	\$ 120.00	\$ 122.50
39	Danner Striker 8" Torrent Size Zip Boot	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50	\$ 165.00	\$ 200.00	\$ 129.50
40 & 41	High Gloss Oxford shoe	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95	\$ 88.00	\$ 94.00	\$ 94.95
	Turn Around Time	45-60 days	30-45 days	30-45 days									
	Set Up Fees	\$0.00	None	None									
	S&H	As required	UPS Ground	None									
	Total Number of Low Bid Items	21	2	8	17	4	11	20	2	10	17	4	11
	Total Cost if Added Up	\$ 2,187.00	\$ 2,400.00	\$ 2,048.89	\$ 2,317.00	\$ 2,509.20	\$ 2,154.95	\$ 2,187.00	\$ 2,400.00	\$ 2,044.29	\$ 2,317.00	\$ 2,509.20	\$ 2,100.27
	Line item missing from bid (low bid)			\$ 2,188.89			\$ 2,294.95			\$ 2,184.29			\$ 2,240.27
	Average Price Per Item	\$ 68.34	\$ 75.00	\$ 66.09	\$ 72.41	\$ 78.41	\$ 69.51	\$ 68.34	\$ 75.00	\$ 65.94	\$ 72.41	\$ 78.41	\$ 70.01
	By Vendor												
	Average Cost to Outfit Personnel	\$ 281.50	\$ 306.83	\$ 271.56									
	Average Cost Per Item by Vendor	\$ 70.38	\$ 76.71	\$ 67.89									
	Average Number of Low Bid Items	18.75	3	10									

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date: January 1, 2016
Contract End Date: December 31, 2016
Contract Name: Emergency Services Uniforms
Vendor Name:
Address:
Telephone No.:
Contact Person:
Payment Terms: Net 30 days

This Agreement is hereby made and entered into this 1st day of January, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and _____, [a sole proprietorship, a partnership, a Georgia limited liability corporation, a Georgia corporation] (hereinafter referenced as “Vendor”).

The Invitation for Bids pursuant to Dawson County Bid No. #258-15 Emergency Services Uniforms, addenda issued for the Invitation for Bids referenced herein, and the Vendor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. Products/Material

Vendor shall furnish the products/material in accord with the Invitation for Bids and the addenda issued for the Invitation for Bids and the Vendor’s bid set forth within “Exhibit A” that is attached hereto incorporated herein by reference.

2. Term of Agreement

This Agreement shall commence on the 1st day of January, 2016 and shall terminate on December 31, 2016 with two (2), one (1) calendar year renewals permitted if both parties agree. The Vendor shall provide the County with a minimum of ninety (90) days notice of any request for changes to the original contract terms; provided, however, that any price increase shall not exceed three percent (3%) of the contract price for the term being renewed for any renewal term. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

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

3. Multi-Year Contract

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed. This Contract shall be automatically renewed in accord with

the terms hereof, unless the County takes action to terminate the Contract by providing thirty (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 the amount set forth within "Exhibit A." The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be the amount set forth within "Exhibit A" plus any price increase permitted in accord with the terms hereof. Title to any supplies, materials, equipment, or other personal property shall remain in the Vendor until fully paid for by the County.

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

4. **Payment**

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

5. **Invoices**

All invoices from the Vendor shall provide itemized detail of the items purchased. The Vendor represents to the County that the Vendor is experienced and properly qualified to perform the functions to be performed by the Vendor in accord with the terms hereof and that the Vendor is properly equipped, organized and financially able to perform such functions.

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

6. **Confidential Information**

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

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any report, data, map, or other material obtained or prepared as a result of this Contract and Agreement.

7. **Litigation and Arbitration**

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

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

8. Notices

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

County:

Contractor:

Dawson County Board of Commissioners

ATTN: Purchasing Director

25 Justice Way, Suite 2223

Dawsonville, GA 30534

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

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By:

By:

Name:

Name:

Title:

Title:

Attest:

Attest:

By:

By:

Name:

Name:

Title:

Title:

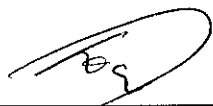


**BID #258-15 IFB EMERGENCY SERVICES UNIFORMS
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 3**

Company Name: UNIFORM SALES AMERICA LLC

Vendors to provide pricing for items listed on page 26. All pricing must be on the forms provided.

Turnaround Time (Time from Order to Shipping):	30 - 45 DAYS
Set Up Fees:	NIL
Standard Shipping Fees:	NIL
Rush Shipping Fees:	NIL
Minimum Order:	NIL
Warehouse Location:	LITHIA SPRINGS
Discount on Catalog Pricing:	20%
Do you accept Net 30 payment terms? If no, state acceptable terms:	YES



Authorized Representative (Signature)

9/15/2015
Date

NARENDRA PATEL CEO

Authorized Representative/Title
(Print or Type)

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

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
1 & 2	Workright Uniform Pants	94.95	120.95	92.50	115.95
3 & 4	Workright Fire Chief Shirt, Short Sleeve	98.25	119.95	98.25	119.95
5 & 6	Dress Uniform Pants	38.95	38.95	38.95	38.95
7 & 8	Dress Uniform Shirt, Short Sleeve	32.95	32.95	32.95	32.95
9 & 10	Dress Uniform Shirt, Long Sleeve	35.00	35.00	32.85	32.85
11 & 12	Class A Uniform Coat	230.00	230.00	230.00	230.00
13	Ranger Belt Dress Belt	24.50	30.00	24.50	30.00
14	Boston Leather Dress Belt	29.95	36.95	29.95	36.95
15	Samuel Broom Dress Tie	3.75	3.75	3.75	3.75
16 & 17	Class A Uniform Hat	101.95	101.95	101.95	101.95
18 & 19	Performance Polo	39.95	43.50	39.95	43.50
20	Quarter Zip Performance Fleece Job Shirt - Unisex	89.95	25.96	89.95	25.96
21	Fire Resistant Base Layer Shirt, Short Sleeve	52.00	52.00	52.00	52.00
22	Fire Resistant Base Layer Shirt, Long Sleeve	52.00	52.00	52.00	52.00
23 & 24	Tactical Pants	38.50	47.50	38.50	N/A
25	Workout Wear T-Shirts - Unisex	11.00	12.85	11.00	12.85
26	Workout Wear Shorts - Unisex	15.50	18.50	15.50	18.50

ITEM #S	ITEM DESCRIPTION	PRICE - MALE UNIFORM	PRICE - MALE OVERSIZED UNIFORM	PRICE - FEMALE UNIFORM	PRICE - FEMALE OVERSIZED UNIFORM
27	Workout Wear Sweatpants - Unisex	13.95	16.25	13.95	16.25
28	Workout Wear Sweatshirt - Unisex	16.85	20.00	16.85	20.00
29	Workout Wear Hat - Unisex	10.79	10.79	10.79	10.79
30	Extrication Hybrid Gloves	72.50	72.50	72.50	72.50
31	Rescue Belt	34.50	34.50	34.50	34.50
32	8" Tie/Zip, Black Boot	102.95	102.95	102.95	102.95
33	6" Tie/Zip, Black Boots	96.50	96.50	96.50	96.50
34	Redback Slip On Boot with Steel Toe	No Bid	No Bid	No Bid	No Bid
35	Under Armour Men's Tactical Mirage Shoe	72.50	72.50	72.50	72.50
36	Under Armour Valsetz Tactical Boot	102.95	102.95	102.95	102.95
37	Rocky 8" Alpha Force Boot	87.85	87.85	87.85	87.85
38	Rocky 10" Paratrooper Size Zipper Boot	122.50	122.50	122.50	122.50
39	Danner Striker 8" Torrent Size Zip Boot	129.50	129.50	129.50	129.50
40 & 41	High Gloss Oxford shoe	94.95	94.95	94.95	94.95

Backup material for agenda item:

6. Board Appointment:

- Wendi Bock - Dawson County Library Board - *replacing Nancy Disharoon*
(Term: October 2015 to June 2016)

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Library

Name Wendi Bock

Home Address 236 Waterfront Park LN

City, State, Zip Dawsonville, GA 30534

Mailing Address (if different)

City, State, Zip

Telephone Number 770 883 8375 **Alternate Number**

Fax Telephone Number 678-6666-4460

E-Mail Address Wendi.Bock@gmail.com

Additional information you would like to provide:

I moved to Dawsonville 5 months ago from Johns Creek where I resided for 18 years. Served on a number of Boards in the city and had many years with various volunteer efforts. Would like to continue volunteering in Dawson County.

Signature Wendi Bock

Date 9/24/15

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30533

Wendi J. Bock

236 Waterfront Park Lane
Dawsonville, GA 30534
770-883-8375
Wendi.Bock@gmail.com

Work Experience

May 2013-Present

Hug & Associates, LLC
Alpharetta, GA

Office Manager/Bookkeeper/Marketing

- ◆ Schedule and manage calendars of CEO, VPs & Senior Staff.
- ◆ Coordinate, prepares documentation for and attends business meetings and special events.
- ◆ Interact with all departments to resolve any issues.
- ◆ Manage all internal and external confidential correspondence.
- ◆ Handle all domestic travel arrangements for Executive team.
- ◆ Maintain company confidential records and documents.
- ◆ Full cycle accounting including A/P, A/R, GL.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.
- ◆ Prepare bank deposits, perform bank reconciliations, cash applications.
- ◆ Generate monthly invoices and credits.
- ◆ Develop and distribute monthly project status reports to each Project Manager.
- ◆ Assist PM with Contract Administration.
- ◆ Manage correspondence between Project Managers, Clients & Contractors.
- ◆ Liaison with vendors including landlord, phone company, insurance companies, etc.
- ◆ Perform all Human Resource tasks.

nexDimension Technology Solutions, LLC
Johns Creek, GA

October 2010-May 2013

PPC & SEO Analyst

- ◆ Perform daily account management and of pay per click accounts on Google AdWords and YouTube for product lines.
- ◆ Maintain and monitor keyword bids, account daily and monthly budget caps, impression share, quality score and other important account metrics.
- ◆ Manage large keyword lists.
- ◆ Provide creative copy suggestions and graphical ad templates.
- ◆ Manage Display network placement lists on AdWords and through other contextual advertising platforms.
- ◆ Provide recommendations and execute strategies for keyword opportunities, campaign structuring, targeting, display network, and other facets of paid search in accordance with client goals.
- ◆ Generate new paid search campaigns, ad groups, and accounts and aid in the creation of new paid search marketing initiatives.
- ◆ Generate weekly and monthly reporting for all major metrics, goals tracking, revenue tracking, and other paid search initiatives.
- ◆ Keep pace with search engine and PPC industry trends and developments.
- ◆ Monitor and administer web analytics dashboards, reports and key reporting tools, and point out key areas of importance in accordance with company goals.
- ◆ Monitor and evaluate search results and search performance across the major search channels.
- ◆ Communication to team and management on project development, timelines, and results.
- ◆ Work closely with the other team members to meet company goals.

Project Coordinator

- ◆ Author professional correspondence to customers and vendors.
- ◆ Input client data into Microsoft Dynamics CRM & Outlook.
- ◆ Perform audit of client data.
- ◆ Development of project plan and budget.
- ◆ Maintain project scheduling, budget and deliverables.
- ◆ Maintain open communication with clients and vendors.
- ◆ Follow up regularly with client on progress & satisfaction of project.
- ◆ Use a variety of software tools sufficiently to support all aspects of the project.
- ◆ Responsible for development, assembly & quality of printed material.
- ◆ Presentations to internal and external parties.
- ◆ Coordinate with customers on required documentation and process layout.
- ◆ Coordinate activities of team members.
- ◆ Keep team focused on project vision and objectives.
- ◆ Scheduling and allocation of resources.
- ◆ Identifying and removing barriers.
- ◆ Arrange off-site and department meetings.
- ◆ Provide technical and administrative support to Project manager.
- ◆ Manage customer requirements and project budget guidelines.
- ◆ Resolve issues within implementation team, client and vendor.

RadSource Technologies Suwanee, GA

October 2008-October 2010

Administrative Services Manager

- ◆ Schedule and manage calendars of CEO, CFO & VPs.
- ◆ Coordinate, prepares documentation for and attends business meetings and special events.
- ◆ Interact with all departments to resolve any issues.
- ◆ Manage all internal and external confidential correspondence.
- ◆ Handle all domestic and international travel arrangements for Executive team.
- ◆ Maintain company confidential records and documents.
- ◆ Full cycle accounting including A/P, A/R, GL.
- ◆ Purchase parts and services for manufacturing of product line.
- ◆ Manage customer service department.
- ◆ Inventory control.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.
- ◆ Prepare bank deposits, perform bank reconciliations, cash applications.
- ◆ Generate monthly invoices and credits.
- ◆ Coordinate shipment of finished product with manufacturing facility and customer.
- ◆ Create, maintain and analyze BOM and standard costing.

Overseas Partners Capital Alpharetta, GA

September 2001-May 2003

Senior Staff Accountant

- ◆ Prepare monthly journal entries, month-end close & financial statement preparation.
- ◆ Process Accounts Payable/Accounts Receivable.
- ◆ Perform account analysis and bank reconciliations, prepare and execute wire transfers.
- ◆ GL account research and analysis, budget reconciliations and fixed asset accounting.

Barney Fletcher Real Estate School, Alpharetta, GA

Georgia Real Estate Program

Licensed since 2006

Wilkes University, Wilkes-Barre, PA

BS in Business Administration

Minor in Accounting

Community Service

CHESTATEE COMMUNITY ASSOCIATION BOARD-Dawsonville, Ga

Board of Directors, Landscape Chair , June 2015 to Present

THE JOHNS CREEK FOUNDATION – Johns Creek, GA

Board of Directors, Secretary, June 2008 to 2015

Mayor's Ball Chairperson, 2011, 2012, 2013, 2014

RELAY FOR LIFE (AMERICAN CANCER SOCIETY) – Johns Creek, GA

Co-Chairperson, Luminaria Sales, May 2010-May 2011

THE JOHNS CREEK LEGAL FOUNDATION – Johns Creek, GA

Board of Directors, Secretary, June 2006 to June 2007

FINDLEY OAKS ELEMENTARY – Johns Creek, GA

VP Finance, PTA August 2006 to July 2007

TCO WELLINGTON HOA – Johns Creek, GA

Treasurer, January 1999 to March 2007

Skills

- ◆ Project Management
- ◆ Google AdWords
- ◆ Google Analytics
- ◆ Web CEO
- ◆ Report Preparation
- ◆ Written Correspondence
- ◆ Professional Presentations
- ◆ Computer Savvy
- ◆ Customer Service
- ◆ Scheduling
- ◆ Accounting/Bookkeeping
- ◆ Front-Office Operations
- ◆ Microsoft Dynamics CRM
- ◆ Microsoft Office 2011
- ◆ Microsoft Project
- ◆ QuickBooks
- ◆ General Office Skills

Backup material for agenda item:

7. Approval to reconsider ZA 15-03 - Delinda Umberger on behalf of Aqua Design Pools and Spas has made a request to rezone 1.998 acres from R-A (Residential Agricultural) to C-HB (Commercial Highway Business). The property is located at TMP 098-009.

DAWSON COUNTY REZONING APPLICATION


This portion to be completed by Zoning Administrator

ZA 15-03 Tax Map & Parcel # (TMP): 098-009
Submittal Date: 6-11-15 Time: 3:24 am/pm Received by: MM (staff initials)
Fees Assessed: _____ Paid: \$2500.00 Commission District: _____
Planning Commission Meeting Date: July 21, 2015
Board of Commissioners Meeting Date: August 20, 2015

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Delinda Umberger
Address: PO Box 2626, 331 Hwy 255 South, Cleveland, GA 30528
Phone: Listed 404 202-3720 Email: Business 770 517-1117
Unlisted _____ Personal _____
Status: [] Owner [x] Authorized Agent [] Lessee [x] Option to purchase

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

I have /have not _____ participated in a Pre-application meeting with Planning Staff.
If not, I agree _____ /disagree _____ to schedule a meeting the week following the submittal deadline.
Meeting Date: 6/8/2015 Applicant Signature: 

PROPERTY OWNER/PROPERTY INFORMATION

Name: Abba House Inc., James Sharp, President
Street Address of Property being rezoned: 6905 Alan Thomas Road, Cumming, GA 30028
Rezoning from: RA to: C-HB Total acreage being rezoned: 1.998
Directions to Property: From GA 400 South take right on Hwy 53 follow through to Dawson Forest, bear left onto Dahlonega Hwy/Hwy 9 turn left on Alan Thomas Property corners Hwy 9 and Alan Thomas (Next to

Subdivision Name (if applicable): NA Lot(s) #: Land Lot 33 tract 1 & 2

Current Use of Property: Residential

Any prior rezoning requests for property? _____ if yes, please provide rezoning case #: ZA _____

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

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

If yes, what section? _____

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North RA South C-HB East RA West RA

Access to the development will be provided from:

Road Name: Alan Thomas Type of Surface: Asphalt

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: Highway Business Special Use Permit for: _____

Proposed Use: _____

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL

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

Minimum Heated Floor Area: _____ sq. ft. Density/Acre: _____

Type: Apartments Condominiums Townhomes Single-family Other

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

COMMERCIAL & INDUSTRIAL

Building area: Existing as shown on Survey No. of Parking Spaces: 8 existing

APPLICANT CERTIFICATION

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

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

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

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

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

Signature		Date	<u>6/10/15</u>
Witness		Date	<u>6/10/15</u>

WITHDRAWAL

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

I hereby withdraw application # _____

Signature _____ Date _____

Withdrawal of Application:

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

ZA _____

TMP#: _____

List of Adjacent Property Owners

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

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

	<u>Name</u>	<u>Address</u>
TMP <u>098 009 003</u> 1.	<u>Bryan & Dana Martin</u>	<u>6950 Dahlonega Hwy, Cumming, GA 30028</u> <i>PO Box 1980</i>
TMP <u>098 010</u> 2.	<u>A.C. Smith Jr</u>	<u>6810 Dahlonega Hwy Cumming, GA 30130</u>
TMP <u>098 008 003</u> 3.	<u>Joyce Catherine Buice</u>	<u>6259 Hwy 9 South Dawsonville, GA 30534</u>
TMP <u>185 003</u> 4.	<u>AJE Enterprises</u>	<u>2894 Kelly Bridge Rd Dawsonville, GA 30534</u>
TMP _____ 5.	_____	_____
TMP _____ 6.	_____	_____
TMP _____ 7.	_____	_____
TMP _____ 8.	_____	_____
TMP _____ 9.	_____	_____
TMP _____ 10.	_____	_____
TMP _____ 11.	_____	_____
TMP _____ 12.	_____	_____
TMP _____ 13.	_____	_____
TMP _____ 14.	_____	_____
TMP _____ 15.	_____	_____

Use additional sheets if necessary.

NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: 

Applicant Printed Name: Delinda Umberger

Application Number: _____

Date Signed: 6/9/15

Sworn and subscribed before me

this 9th day of June, 20 15.


Notary Public

My Commission Expires: 11.05.17



PROPERTY OWNER AUTHORIZATION

I/we, Abba House, Inc James H Sharp III President, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #):

6905 Alan Thomas Road, Cumming, GA 30028

Parcel # 098 009

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

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

Printed Name of applicant or agent: Delinda Umberger

Signature of applicant or agent: [Signature] Date: 6/11/2015

Printed Name of Owner(s): Abba House, Inc. James H. Sharp III, President

Signature of Owner(s): [Signature] Date: 5/27/2015

Mailing address: 6900 Dakinridge Hwy

City, State, Zip: Cumming, GA 30028

Telephone Number: Listed 678 313 8912
Unlisted

Sworn and subscribed before me this 07 day of May, 2015.

[Signature]
Notary Public

My Commission Expires: March 5/2016



{Notary Seal}

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



Public Health
Prevent. Promote. Protect.

District 2 Public Health
Dawson County Environmental Health Department
189 Highway 53 West, Suite 102
Dawsonville, Georgia 30534 Phone (706)265-2930 Fax (706)265-7529

David N. Westfall, M.D., MPH, CPE, Health Director www.district2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

EXISTING ON - SITE SEWAGE MANAGEMENT SYSTEM EVALUATION/ REPAIR/ ADD-ON/ PRE-PURCHASE APPLICATION (PLEASE PRINT)

Date: 6-2-2015 Service Requested: _____

Property Type: Residential Commercial Other: Re-zoning from residential to Comm.

Property Address: 6905 Alan Thomas Road
City: Cumming State: GA Zip Code: 30028 Phone #: 770-517-1117
Subdivision Name, Lot #, and Phase: _____

Owner Name: Abba House INC. Phone #: 678 313-8912
Mailing Address: 6905 Alan Thomas Road
City: Cumming State: GA Zip Code: 30028 Fax #: 770-517-4695

Builder/Contact Person/Business Name: Aqua Design Pools & Spas LLC 770-517-1117
Mailing Address: 1120 Pilgrim Road
City: Cumming State: GA Zip Code 30040 Fax#: 770-517-4695

Email Address: sales@aquadesignpools.com

Directions to the property from the Environmental Health Office: From Office, head south on HWY53 to Dahlonega Hwy property is on left at the corner of Dahlonega Hwy + Alan Thomas Road

Type of Water Supply: Public Private Type: Well Spring

Garbage Disposal at Kitchen Sink: Yes No

Number of Bedrooms or # of Employees/Gallons per day: _____ Lot Size: 1.98 ac

Plumbing Level: Basement 1st Floor over Basement Slab Crawl Space

Date home site will be staked: Existing

Are there any wells on or within 100' of this property? Yes No

Are there any trash or burn pits on the property? Yes No

Signature _____

Date 6/10/15

2014 Property Tax Statement

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

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 Dawson County Tax Commissioner

ABBA HOUSE INC
 6800 DAHLONEGA HWY
 CUMMING, GA 30028

RETURN THIS PORTION WITH PAYMENT
 (1% interest per month will be added if not paid by due date)



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

Bill No.	Due Date	TOTAL DUE
2014-37		.00

Map : 098 009

Printed: 06/08/2015

Location: 6905 ALAN THOMAS RD

Payment deadline for 2014 taxes is December 1, 2014, for property you owned in Dawson County on January 1st 2014. If you sold the property during the year, you are still responsible by state law to insure this bill is paid by forwarding the bill to the NEW OWNER and bringing a copy of your closing statement to our office within 90 days of the due date.

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

Tax Payer: ABBA HOUSE INC
Map Code: 098 009 REAL
Description: LL 33 1192 LD 4-1
Location: 6905 ALAN THOMAS RD
Bill No: 2014-37
District: 001 DAWSON COUNTY UNINCORPORATE

Phone: (706) 344-3520 Fax: (706) 531-2753

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions	
189,239	0	2.0500	189,239					
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
- NO TAX ACCTS SPECIFIED -				0.00	.000			.00
TOTALS					.000	.00	.00	.00

We encourage you to pay your bill by mail or on our website at www.dawsoncountytax.com If postmarked after December 1, 2014, interest at a rate of 1% will be added to your bill the day after and every month thereafter until paid. After 90 days a penalty of 10% will be added. If marked appealed-temporary the bill is 85% of total bill pending settlement of appeal. Drop box is located at end of handicapped parking.

76

Current Due	0.00
Penalty	0.00
Interest	0.00
Other Fees	0.00
Previous Payments	0.00
Back taxes	0.00
TOTAL DUE	.00

Printed: 06/08/2015

Existing On-site Sewage Management System Performance Evaluation Report Form

Property/System Owner:	Owner Name:	Owner Phone:	Reason for Existing Sewage System Evaluation:
	ABBA HOUSE, INC	(678) 208-2000	
Property/System Address:			Contact:
6905 ALAN THOMAS RD CUMMING, GA 30040			AQUA DESIGN POOLS & SPAS LLC
Subdivision Name:	Lot:	Block:	DELINDA UMBERGER
			(770) 517-1117
Existing System Information: Water Supply	Number of Bedrooms/GPD:	Garbage Grinder:	
<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private Well <input type="checkbox"/> Spring <input type="checkbox"/> Community	3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date:	S.T. Permit #:		
06/03/2015	042-SM-2012-05041		

SECTION A- System on Record

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Existing On-site Sewage Management System inspection records indicate that all components of the system were properly constructed and installed at the time of the original inspection.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A copy of the original On-site Sewage Management System Inspection Report is attached.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance records indicate that the system has been pumped out or serviced within the last five (5) years or the system was installed within that timeframe.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A site evaluation of the system on this date revealed no evidence of system failure or of conditions which would adversely affect the functioning of the system.
Comments:	The area where the septic tank and drainfield are located show no signs of system malfunction. The drainfield ditch does have some settling which could cause water ponding during periods of heavy rainfall. I would recommend adding fill dirt so that the ground over the ditch is not concave. This system was designed for a three-bedroom residence, and the size of the system is equivalent to a commercial use of up to 680 gallons/day.

SECTION B- System Not on Record

<input type="checkbox"/> Yes <input type="checkbox"/> No	No inspection records are on file showing the On-site Sewage Management System was inspected and approved at the time of the installation.
<input type="checkbox"/> Yes <input type="checkbox"/> No	The septic tank was uncovered at the time of the evaluation and it appears to meet the required design, construction and installation criteria.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Documentation from a Georgia Certified Installer has been provided as to the condition of the septic tank and its respective components, certifying its design, construction, and installation criteria. A copy is attached.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance records indicate that the system has been pumped out or serviced within the last five (5) years or the system was installed within that timeframe.
<input type="checkbox"/> Yes <input type="checkbox"/> No	A site evaluation of the system on this date revealed no evidence of system failure or of conditions which would adversely affect the functioning of the system; however, appropriateness of the sizing and installation cannot be verified since no initial inspection records exist.
Comments:	

SECTION C- System Not Approved

<input type="checkbox"/> Yes <input type="checkbox"/> No	The On-site Sewage Management System was disapproved at the time of the initial installation and is thus not considered an approved system.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Evaluation of the system revealed evidence of system failure or malfunction, and will therefore require corrective action in order to obtain approval of the system.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Evaluation of the system revealed conditions which would adversely affect the proper functioning of the system, and will therefore require corrective action in order to obtain approval of the system.
Comments:	

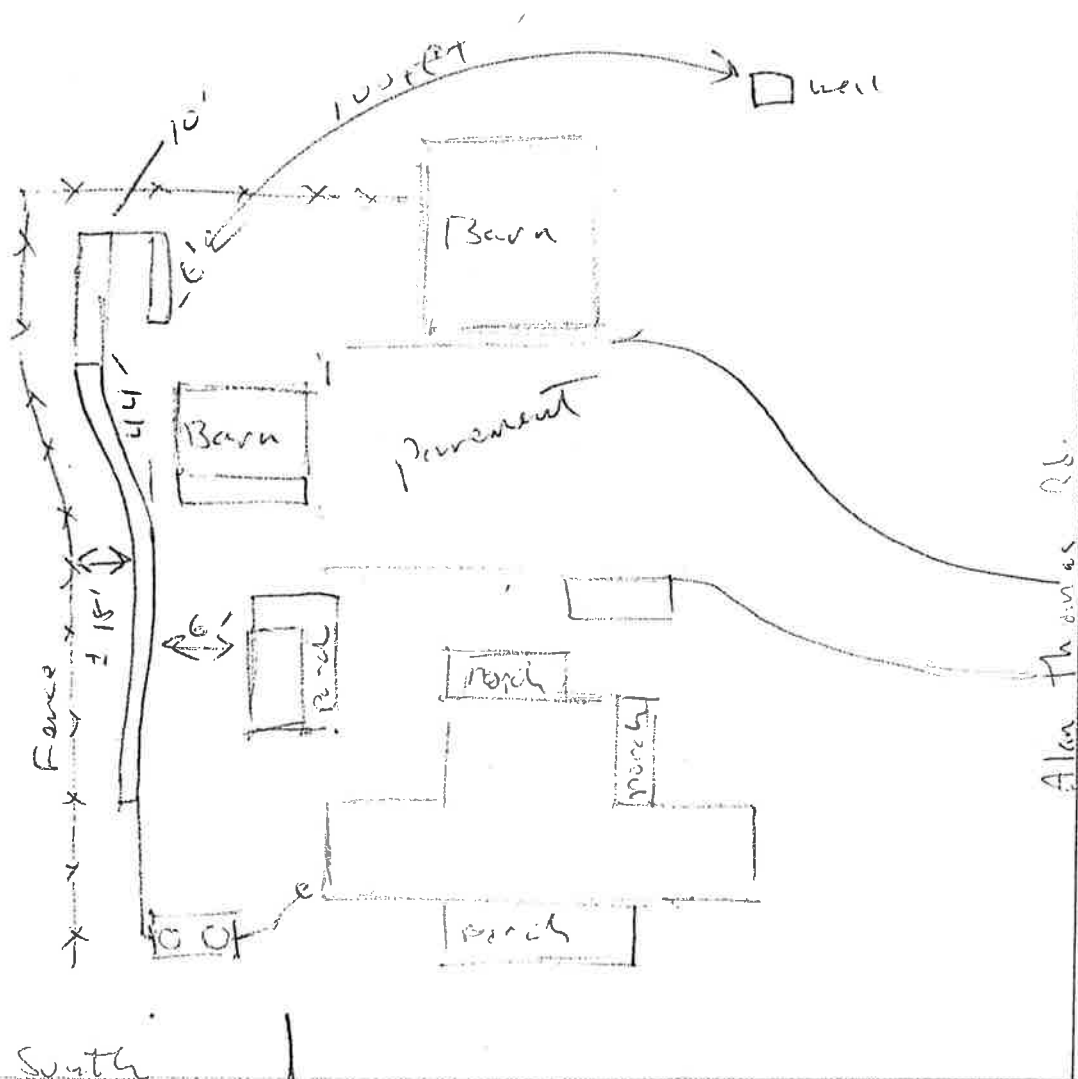
SECTION D- Addition to Property or Relocation of Home (Section completed in conjunction with A,B, or C above)

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	An existing On-site Sewage Management System is located on the property listed above and has been evaluated in accordance with Section A or B above.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A site evaluation on this date as well as the provided information indicate that the proposed construction to home or property or that the proposed relocation of the home should not adversely affect the proper functioning of the existing system provided that no additional sewage load is added to the system for the listed size home adjacent.
Comments:	See comments in Section A.

Evaluating Environmentalist:	Title:	Date:
Bill Ringle <i>[Signature]</i>	Environmental Health Manager	06/04/2015
I verify this data to be correct at the time of the evaluation. This verification shall not be construed as a guarantee of the proper functioning of this system for any given period of time. No liability is assumed for future damages that may be caused by malfunction.		

DAWSON COUNTY BOARD OF HEALTH
 DAWSONVILLE, GA 30534
 APPLICATION FOR CONSTRUCTION PERMIT
 AND INSPECTION FOR ON-SITE SEWAGE
 MANAGEMENT SYSTEM

PERMIT NUMBER 2012-05041
 PROPERTY ADDRESS 6905 Alan Thomas Rd.
 OWNERS NAME Jim Sharp
 INSTALLER J. Turner
 TYPE OF SYSTEM quadrant infiltrator # OF PIECES 50
 LENGTH 200 ATD 48 CLEANOUT (YES/NO) yes
 TANK SIZE/MFG. Baymont 1000 plylock
 BUILDING PERMIT # NA



Hy 9 Swath

JA

FINAL APPROVAL BY: _____ DATE 6/7/12

COMMENTS:

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

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

- I am a United States citizen.
- I am a legal permanent resident of the United States. *(FOR NON-CITIZENS)*
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. *(FOR NON-CITIZENS)*

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one **secure and verifiable document**, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. *(See reverse side of this affidavit for a list of secure and verifiable documents.)*

The secure and verifiable document provided with this affidavit can best be classified as:

Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Cleveland (city), GA (state)

[Signature]
Signature of Applicant


6/6/2015
Date

Delinda Wemberger
Printed Name

Aqua Design Pools & Spas, LLC
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 6th DAY OF June, 2015

[Signature] Notary Public
Commission Expires: 10/02/2017.



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

June 11, 2015

Delinda Umberger
PO Box 2626
331 Hwy 255 South
Cleveland, GA 30528

RE: 6905 Alan Thomas Road

To Whom It May Concern:

Please accept this as our "Letter of Intent" to re-zone the property identified as 6905 Alan Thomas Road from RA to C-HB. If the approval is granted, we would locate our business Aqua Design Pools & Spas, LLC to this location. We are a design/build company and feel our business would be in line with the current and future zoning along Dahlonga Hwy. The property directly across the street is located in Forsyth County and is currently zoned HB (Highway Business) and the future zoning for Forsyth County is Regional Development which is light commercial. The property to the west of 6905 is listed as RA, but it appears to be commercial and has a sign in the front. One parcel over to the West (the tax assessor's shows this as adjoining but that is incorrect) is a gas station and the Dollar General is just up the road from this property.

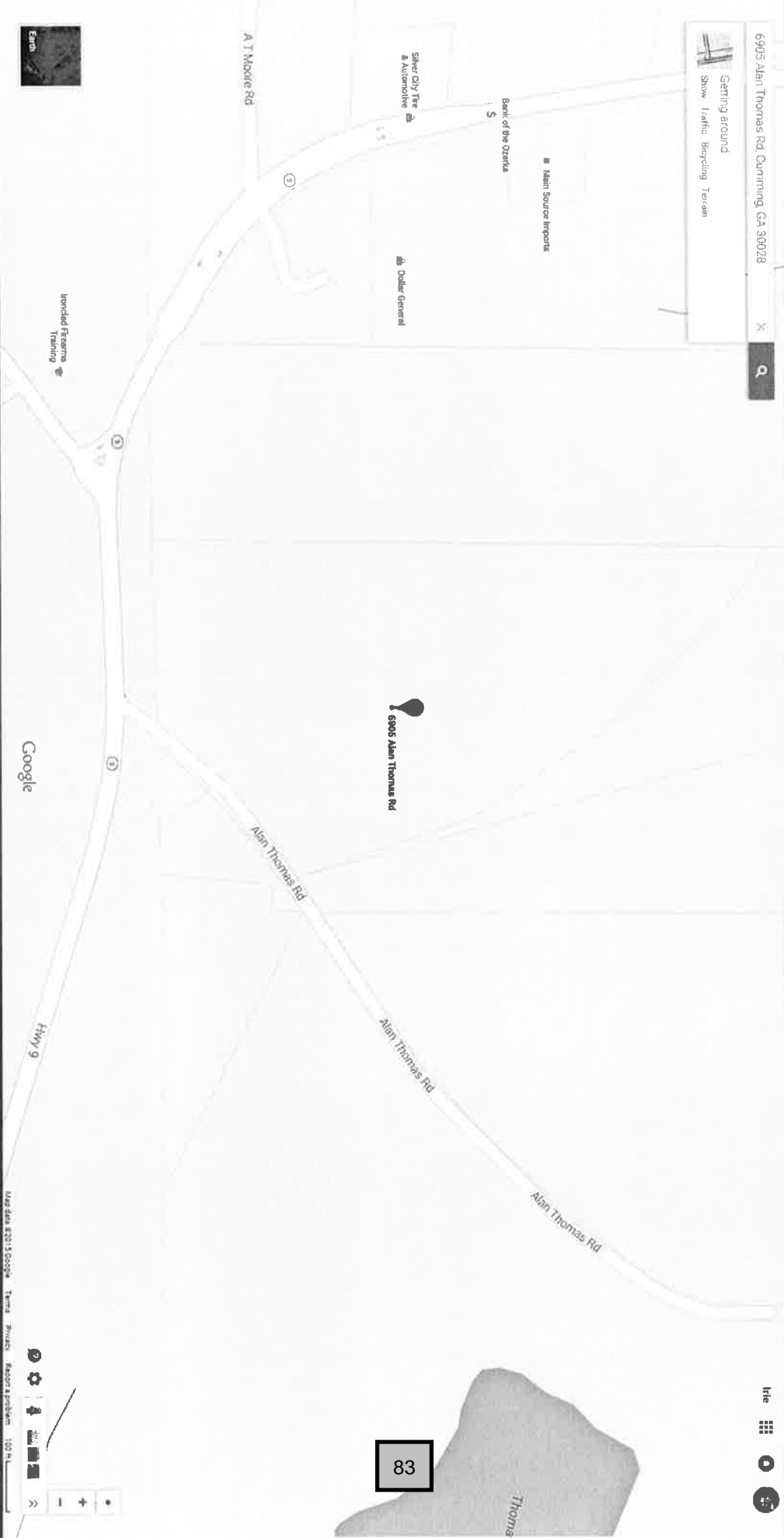
We appreciate your consideration,



Delinda Umberger

404 202-3720

6905 Alan Thomas Rd, Cumming, GA 30028
Getting around
Show Traffic Bicycling Terrain



83



6976-6991 Alan Thomas Rd
Dawsonville, GA 30524
34.33452, -84.115194

Google Maps
https://www.google.com/maps/@34.3345238,-84.1148035,151m/data=!3m1!1e3

- Red roof and brick
- Highway 9 South, Cumming, US
- Star City Farm
- Chickens March out
- 7216 Highway 7 South, Cumming
- Highway 8 South, Cumming, US
- 7280 Highway 9 South, Cumming
- Highway 9 South, Cumming, US
- 7276 Highway 9 So

Imagery ©2015 Google, Map data ©2015 Google, Terms Privacy Report a problem 6/9/2015 12:09 PM

84



6905 Alan Thomas
6905 Alan Thomas Rd
Street View Search nearby

6905 Alan Thomas Rd

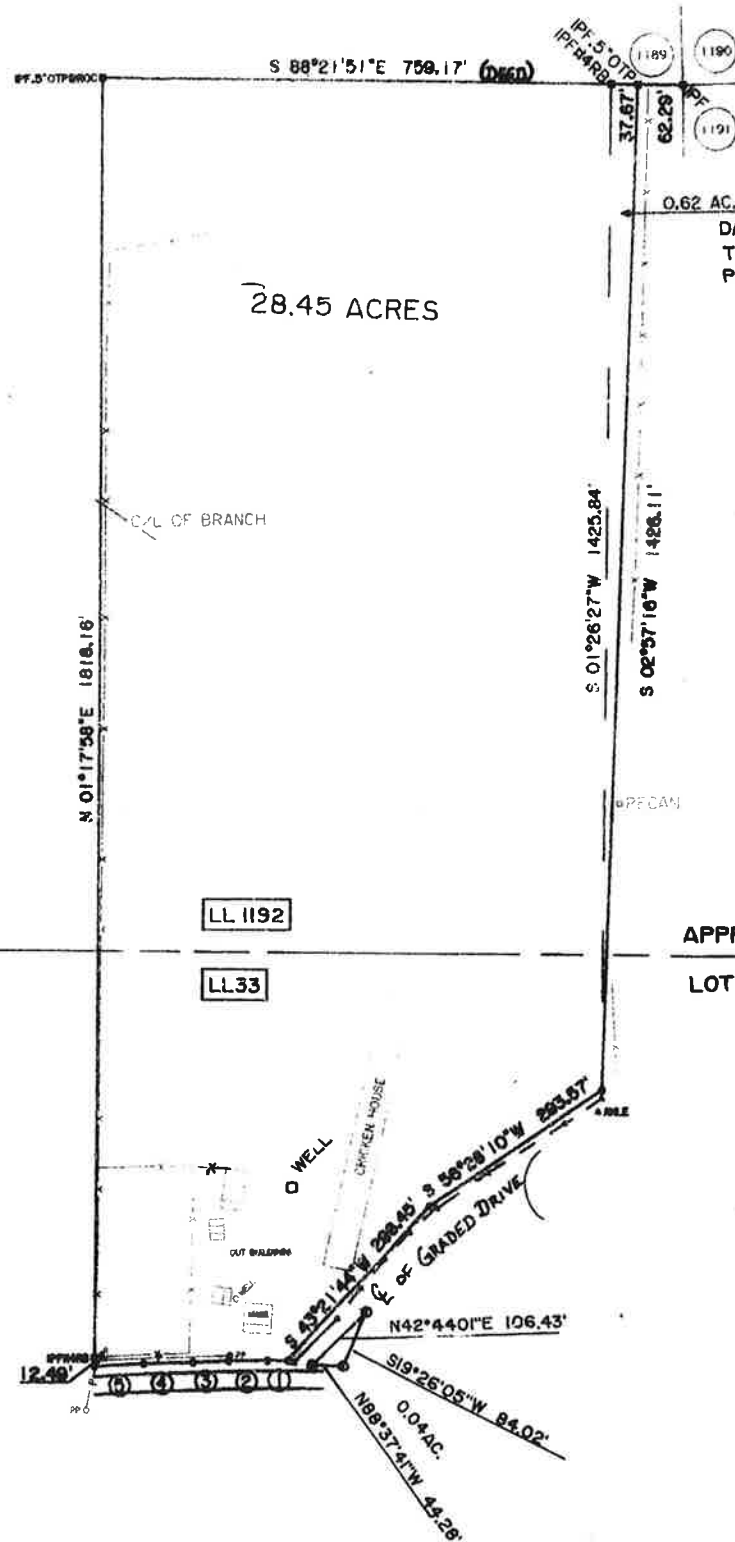
Bank of the South

85

Copyright ©2015 Google, Maps data ©2015 Google
12:07 PM
6/8/2015



N/F BUICE



GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
AT 8:30A M 11/2/98
Recorded in Plat Book 42 Page 93
This 3 day of November 1998
Linda McDaniel, CLERK



CALLS FOR R/W

COURSE	BEARING	DISTANCE
1	N 88°55'24" W	28.59
2	S 89°59'55" W	56.62
3	S 88°49'07" W	50.76
4	S 88°33'52" W	75.24
5	S 87°41'04" W	71.12

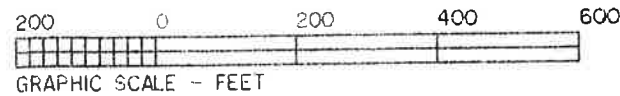
NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 17,243 FEET, AND AN AVERAGE ANGULAR ERROR OF 02" PER ANGLE POINT; TRAVERSE WAS ADJUSTED BY LEAST SQUARED.
2. ANGULAR AND LINEAR FIELD MEASUREMENTS WERE MADE WITH A TOPCON 313 TOTAL STATION.
3. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SCALED FROM DAWSON COUNTY F.I.R.M. # H-01-18-130304.
4. THE EXTERIOR BOUNDARY OF THIS PROPERTY HAS A CLOSURE PRECISION OF ONE FOOT IN 953.318 FEET.
5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS ALL MATTERS OF TITLE EXCEPTED.

This Plat
IS IN COMPLIANCE
With the
Zoning and Subdivision Resolutions
of Dawson County
as of
11/2/98
Long Robertson

TOTAL = 28.45 AC.

SURVEY FOR
Jerry & Karon Mann
LAND LOTS 33 & 1192
4TH DISTRICT, 1ST SECTION,
DAWSON COUNTY, GEORGIA
DATE: OCT. 9, 1998 SCALE: 1" = 200'
REVISED:
David Bealle Surveyors, Ltd.
2755 Antioch Road, Ste 400
Cumming, Georgia 30040
(770) 889-1770 fax 887-2469



IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
THE PUBLIC RECORDS REFERENCED HEREON REFLECT ONLY THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON, AND REFERENCE TO THE SAME DOES NOT AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION.



DAWSON COUNTY PLANNING COMMISSION MEMORANDUM

DATE: JULY 17, 2015

TO: DAWSON COUNTY PLANNING COMMISSION

FROM: RACHEL BURTON, PLANNING AND DEVELOPMENT DIRECTOR

MEETING: JULY 21, 2015 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303

CASE #: ZA 15-03

APPLICANT: Delinda Umberger

STATUS OF APPLICANT: Owner

SITE LOCATION: 6905 Alan Thomas Road (TMP 098-009)

COMMISSION POST: 4

REQUESTED ACTION: to rezone 1.998 acres from R-A (Residential Agricultural) to C-HB (Commercial Highway Business).

PROPOSED USES: Commercial Retail

SURROUNDING ZONING DISTRICTS:
North – RA (Residential Agriculture)
South – HB (Highway Business - Forsyth County)
East – RA (Residential Agriculture)
West - RA (Residential Agriculture)

SURROUNDING LAND USES:
North – Occupied Residential Property
South – Forsyth County
East –Commercial Retail (Bagwell Insurance Group and Abba House Thrift Store)
West – Occupied Residential Property and Retail Business

FLUP CLASSIFICATION: Suburban Residential

SUBJECT PROPERTY HISTORY: There is no rezoning or variance history for the subject property.

ACCESS: Alan Thomas Road

ANALYSIS AND COMMENTS:
The subject property consists of approximately 2.05 acres (TMP 098-009). The subject property is currently zoned RA. Adjacent properties are zoned residential agricultural with single family residences located on them as well as commercial highway business.

The 2033 Comprehensive Plan Future Land Use Map recommends the property be Suburban Residential.

The applicant has notified Dawson County in the letter of intent that she intends to open a swimming pool and spa design/build company.

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

A. The existing uses and classification of nearby property.

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

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

The Future Land Use Plan (FLUP) currently recognizes Suburban Residential for the subject property. Property values would not be diminished by the proposed commercial retail use.

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

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

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

This business would further diversify the commercial uses within Dawson County.

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

The subject property is suitable for the proposed rezoning to C-HB.

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

The subject property currently has one single family residence.

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

The existing residence is suitable for the proposed pool and spa design/build business. The applicant wishes to relocate their business from Cleveland to Dawsonville to better serve their clients.

Photographs:



Rezoning sign on subject property



Subject property existing residence to be used for proposed business



Looking north along Hwy 9.



Adjacent property to the east (Bagwell Insurance Group).

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

- a) **Engineering Department** – No comments necessary.
- b) **Environmental Health Department** – This site has a well water supply. There is an existing septic system for a three bedroom residence, and the size of the system is equivalent to a commercial use of up to 680 gallons/day. There are no known health hazards and no nearby bodies of water that will be affected.
- c) **Emergency Services** – No comments at this time.
- d) **Etowah Water & Sewer Authority** – No comments necessary.
- e) **Dawson County Sheriff's Office** – Police protection is adequate and no additional manpower, equipment, or construction would be necessary.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – No comments necessary.

Recommendation

Staff has reviewed the application for rezoning from R-A to C-HB for the subject property. Based on the information provided and the surrounding uses in both Dawson and Forsyth Counties staff recommends **APPROVAL with STIPULATION** of the rezoning request. The current Future Land Use Plan did not take into account the adjacent county's future plans as such the request does not match the FLUP; however, staff recommends approval considering the zoning of adjacent properties across the county line. Zoning in adjacent counties should be considered in comparison to what Dawson County has shown for the FLUP.

APPROVAL WITH STIPULATION:

- 1.** An additional 10 foot wide vegetative buffer a minimum of 8' in height to the required 25 foot side and rear building setbacks adjacent to residential district.

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

Attachments: Maps

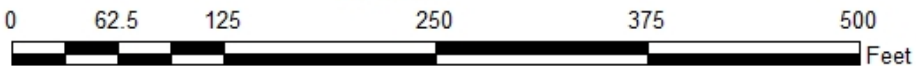


Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGF, and the GIS User Community

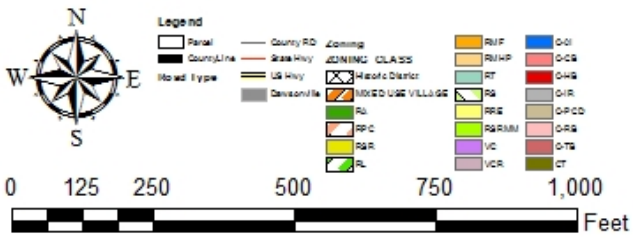
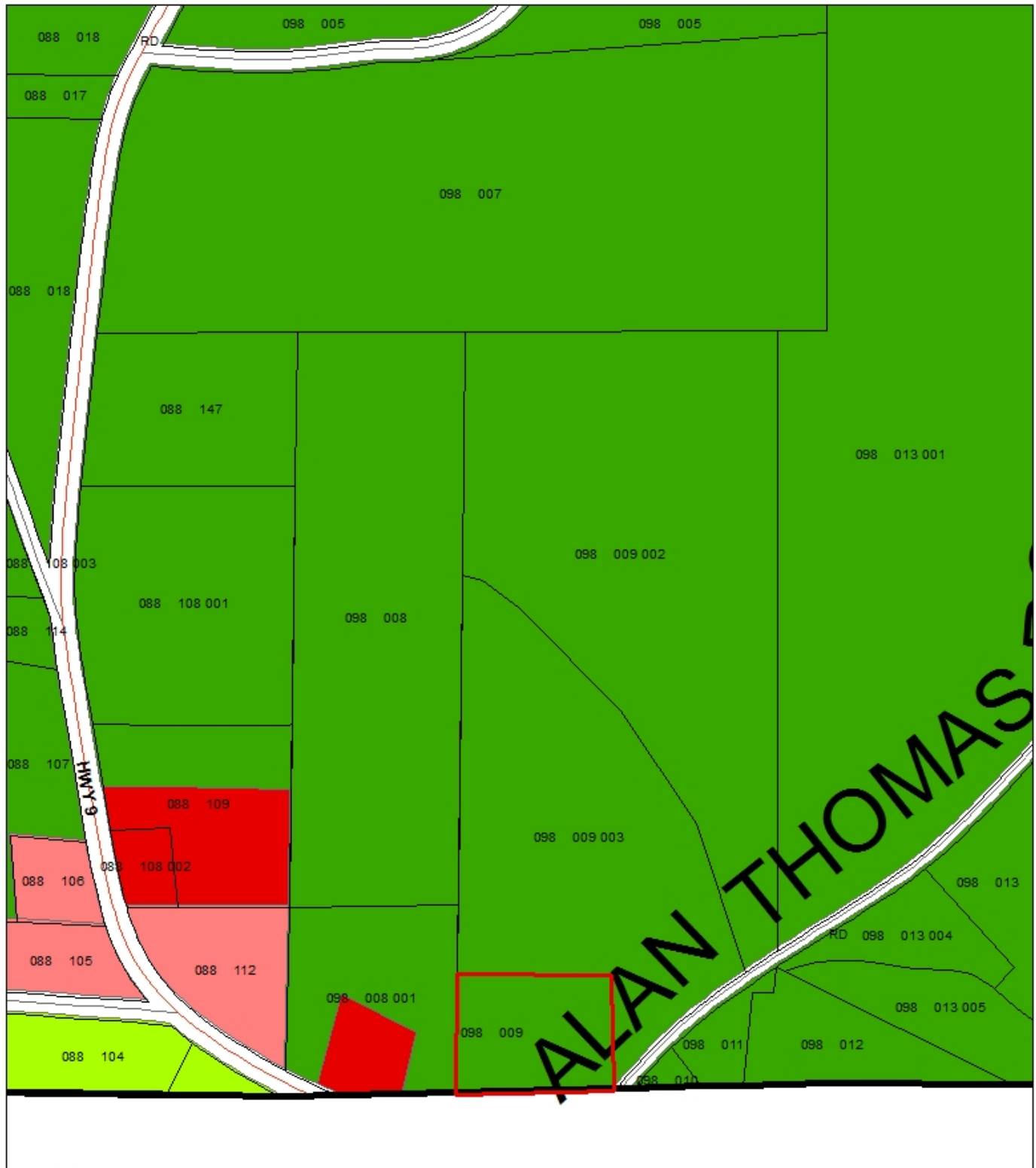


Legend

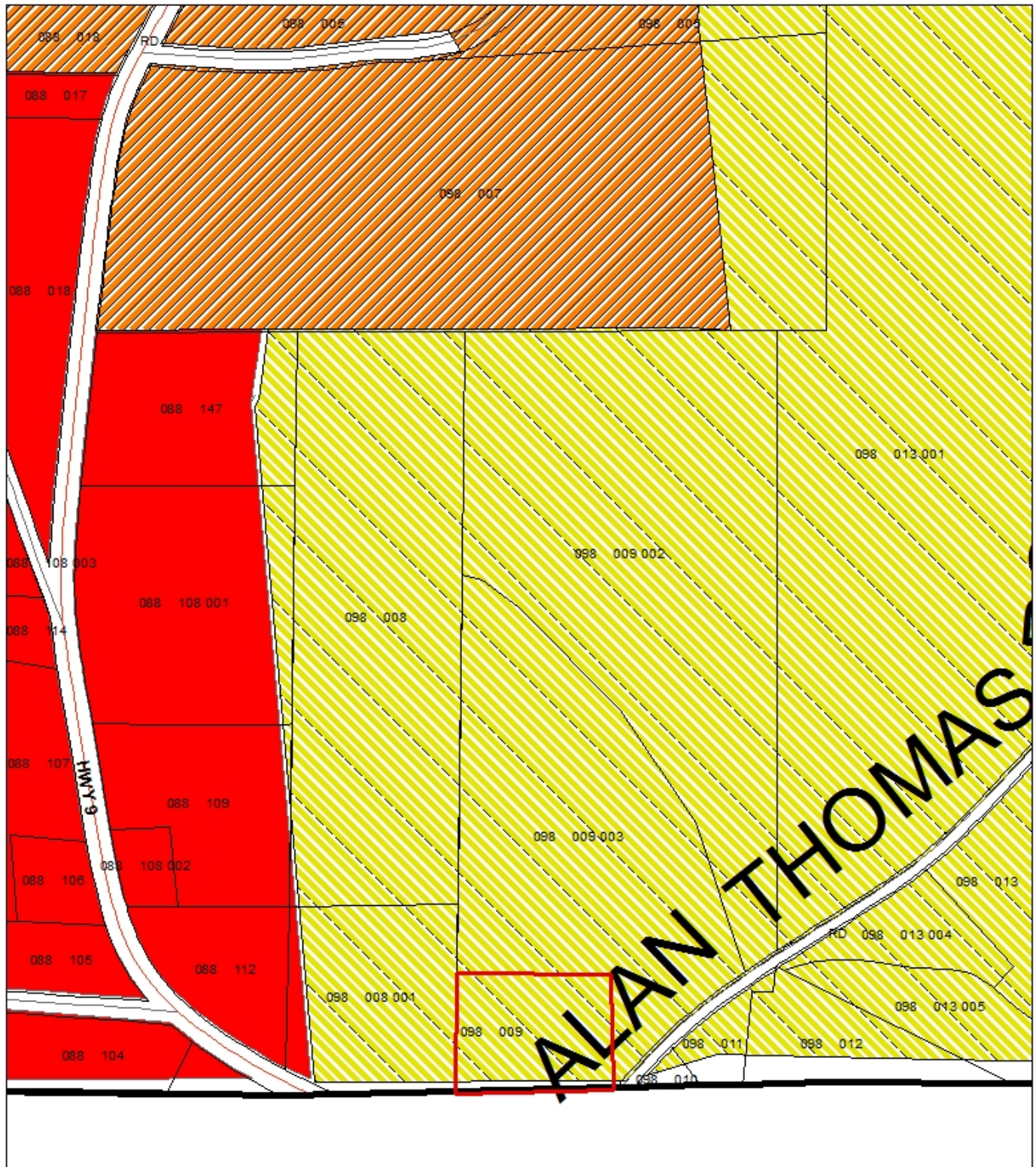
- Parcel
- County Line
- Road Type
 - County RD
 - State Hwy
 - US Hwy
 - Dawsonville
 - 2' Contours - south



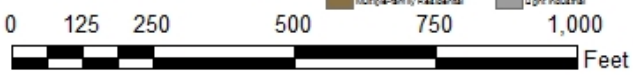
**ZA 15-03
Aerial w/Topo**



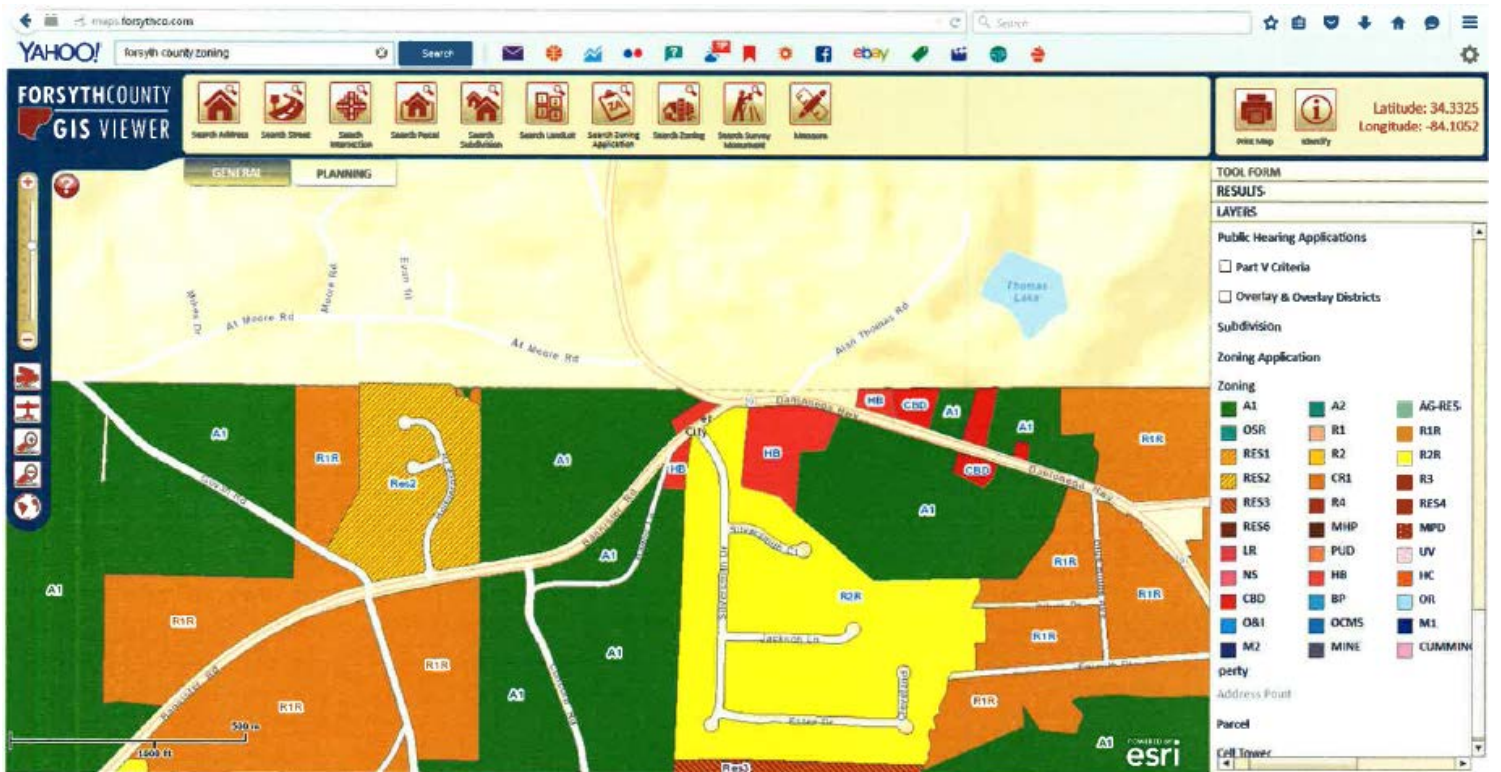
**ZA 15-03
Existing Zoning R-A**



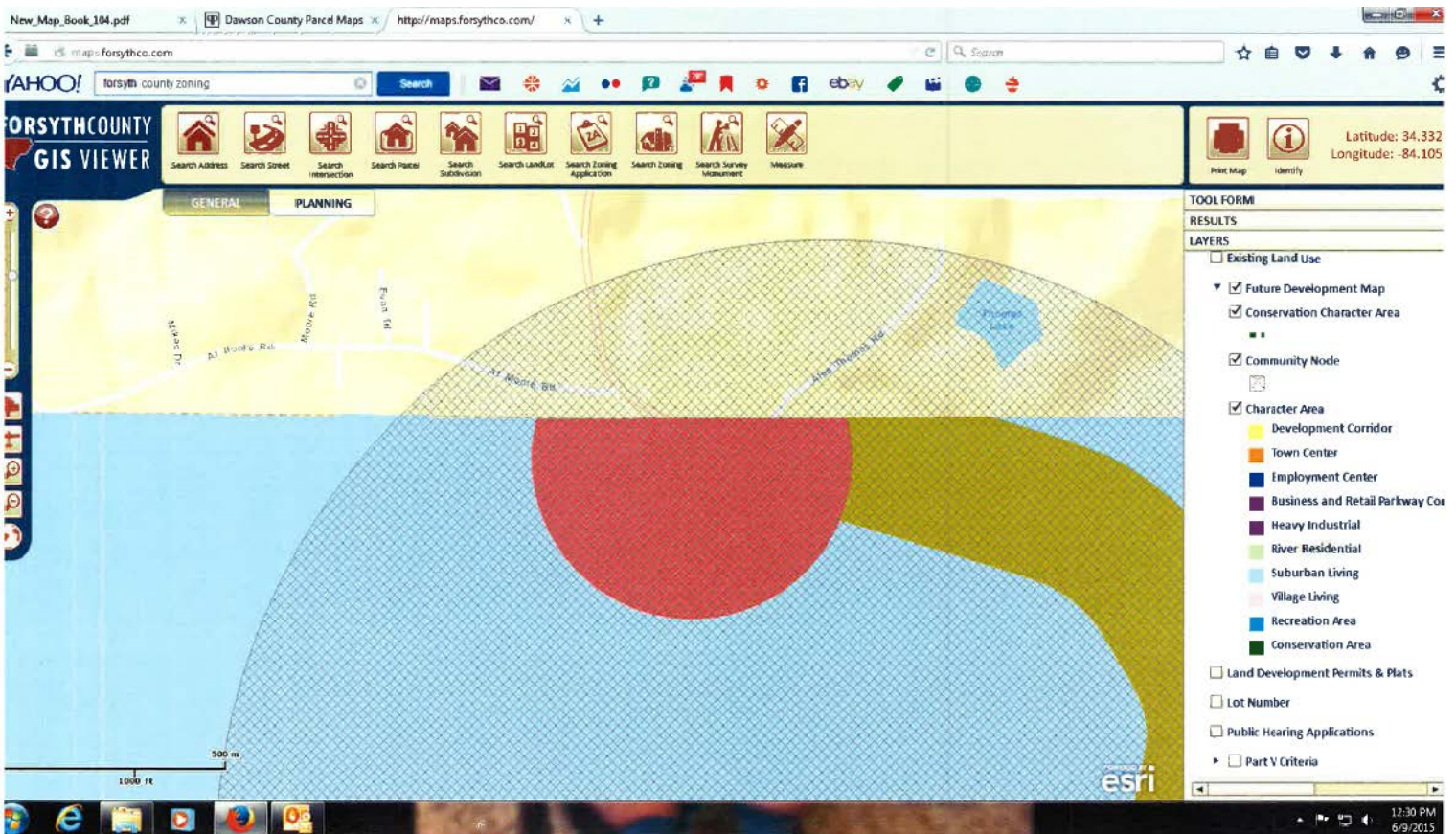
- Legend**
- Rural
 - County Line
 - Road Type
 - County RD
 - State Hwy
 - US Hwy
 - Davidson/IL
 - Future Land Use
 - Suburban Residential
 - Rural Residential
 - Sub-Rural Residential
 - Suburban Residential
 - Planned Residential Community
 - Town Residential
 - Multiple-Family Residential
 - Lakefront Residential
 - Commercial - Highway
 - Roadside Commercial
 - Camp/Office/Business Park
 - Office/Professional
 - Mixed Use Village
 - Public/Institutional
 - Light Industrial
 - Transportation/Communication/Utilities
 - Agriculture
 - Park/Recreation/Conservation
 - Forestry
 - Water
 - Water Supply Protection Use



ZA 15-03 Future Land Use



Existing zoning for Forsyth County showing Highway Business District.



Future Land Use for Forsyth County showing Regional Development with Light Commercial.

and lighting, and landscape planting. Pedestrian safety must be facilitated with crosswalks, crossing lights, and shelters. Vehicular traffic should be slowed within the district and parking developed on-street where permitted and off-street.

Urban villages provide for a mixture of compatible land uses. Some uses that are not retail or service in nature are also allowed so a variety of uses may locate in existing buildings. This district may also include cultural and social activities, museums, and theaters. Objectives of UV districts are to encourage activity centers that have definable edges, to locate shops and services at high visibility places, and to provide for an attractive building arrangement and streetscape.

12-2.2 **Permitted and Conditional Uses.** As provided in Table 12.1. Certain specific uses are regulated by Chapter 16.

12-2.3 **Performance Standards.** As provided in Table 12.2.

12-2.4 **Site Development Regulations.** As provided in Chapter 12, Article 10. In addition, development within the UV district should adhere to the design guidelines for activity centers as specified in Chapter 13. However, newly established UV districts are expected to substantially conform to the design guidelines for activity centers.

ARTICLE III, COMMERCIAL BUSINESS DISTRICT (CBD):

12-3.1 **Purpose and Intent.** This district is intended to provide for the more intensive commercial uses that serve the weekly and less frequent shopping and service needs of the locality and region. Commercial business districts permit uses of approximately twice the intensity of village activity center districts. While the size of establishment is unlimited, those developments that are 75,000 square feet or greater are limited to location criteria as defined by 12-11.4(c) and 12-12.3. Development is expected to be generally auto-accommodating, although adequate provision should be made for pedestrian and bicycle access per the Bicycle Transportation and Pedestrian Plan and for public transit where appropriate.

Where the Future Land Use map shows Activity Center designations, pedestrian-oriented provisions are a requirement for rezoning (Chapter 13 offers guidelines). Furthermore, Activity Center areas are intended for mixed-use developments. Zoning applications for these areas should limit individual establishments to less than 100,000 square feet (per Comprehensive Plan Chapter 7 land use definitions). As such, a CBD zoning is not always appropriate for Activity Center areas. Similarly, where the Future Land Use map indicates Corridor Transitional, rezoning applications shall be considered for CBD only where applicant demonstrates elements that integrate the development with adjacent uses either through architecture, buffers, landscaping or other controls to minimize the impacts on surrounding lower intensity land uses, including conditions that limit uses to lower intensity activities.

12-3.2 **Permitted and Conditional Uses.** As provided in Table 12.1. Certain specific uses are regulated by Chapter 16.

12-3.3 **Performance Standards.** As provided in Table 12.2 and when applicable, per Articles 11 and 12.

12-3.4 **Site Development Regulations.** As provided in Chapter 12, Article 10 and when applicable, Articles 11 and 12. Newly established CBD districts are not required to conform to Chapter 13, design guidelines for activity centers. However, the principles and guidelines for activity centers may be considered in the rezoning process for CBD zoning districts to ensure compatibility with adjacent residential neighborhoods.

ARTICLE IV, HIGHWAY BUSINESS DISTRICT (HB):

12-4.1 **Purpose and Intent.** These districts are intended to provide commercial activities specifically designed to serve patrons from automobiles and to serve automobile needs. Development in the highway business district is expected to be predominantly auto-accommodating. The County's intent in establishing this district is to provide for highway commercial developments while improving their appearance and function. A string of freestanding businesses leads to an anonymous character of most highways. This district is intended to provide for the gradual visual improvement of commercially developed corridors. Improvements and new development within this district must be consistent with general site development and design regulations that are designed to improve views from the roadway and provide for enhanced treatment of roadway edges. Strip commercial revitalization districts must protect adjacent single family residential areas with buffers and screening. The reuse of aging commercial areas is encouraged to reinforce the County's efforts to remain free of blight over the long term.

12-4.2 **Permitted and Conditional Uses.** As provided in Table 12.1. Certain specific uses are regulated by Chapter 16.

12-4.3 **Performance Standards.** As provided in Table 12.2.

Backup material for agenda item:

8. Approval of resolution to amend the terms of the County Board of Assessors

**A RESOLUTION OF
DAWSON COUNTY BOARD OF COMMISSIONERS**

**TO AMEND THE TERMS OF THE COUNTY BOARD OF TAX ASSESSORS TO
COMPLY WITH O.C.G.A. § 48-5-295.**

WHEREAS, O.C.G.A. § 48-5-295 provides that if the terms of office of members of the Board of Tax Assessors results in a voting majority having terms expire in the same calendar year, then the county governing authority shall provide for staggered terms of not less than three (3) nor more than six (6) years that will prevent such an occurrence; and

WHEREAS, the current ordinance of the Dawson County Board of Commissioners approved on March 11, 2002 provides the terms for three (3) members of the five (5) member board to expire in the same calendar year.

NOW, THEREFORE, the Board of Commissioners of Dawson County hereby adopts this Resolution amending the terms for members of the Board of Tax Assessors as follows::

1. TERMS FOR BOARD MEMBERS.

The term of each board member shall be for three (3) years unless otherwise stated herein.

(a) The terms for current board members Steve Helvick and Mike Wenson expire December 31, 2015. The term for the Board of Assessor position currently held by Mike Wenson shall be a three (3) year term commencing January 1, 2016.

(b) The term for the Board of Assessor position currently held by Steve Helvick shall initially be a four (4) year term commencing January 1, 2016 and shall thereafter be a three (3) year term commencing January 1, 2020.

(c) The term for the Board of Assessor position currently held by Joe Bosworth that expires December 31, 2017 shall be a four (4) year term commencing January 1, 2018 and shall thereafter be a three (3) year term commencing January 1, 2022.

(d) The terms for the members of the Dawson County Board of Tax Assessors shall be as follows in accord with this Resolution:

Position currently held by Mike Wenson - January 1, 2016-December 31, 2018;
Position currently held by Steve Helvick - January 1, 2016-December 31, 2019;
Position currently held by Sam Guthrie - January 1, 2018-December 31, 2020;
Position currently held by Kendy Bennett - January 1, 2018-December 31-2020;
and
Position currently held by Joe Bosworh - January 1, 2018-December 31, 2021.

(e) Thereafter, all appointments to the Dawson County Board of Tax Assessors shall be for a period of three (3) years.

2. Except as specifically amended herein, the balance of the ordinance of the Board of Commissioners of Dawson County providing for a total of five (5) members to be appointed to the county Board of Tax Assessors dated March 11, 2002 remains unchanged.

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

4. 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 provision 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, nor shall the application of the Ordinance to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

This ____ day of _____, 2015.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

VOTE: Yes _____
No _____

Backup material for agenda item:

9. Approval of Development Fee Agreement

DEVELOPMENT AGREEMENT
(O.C.G.A. § 36-71-13(b))

This Development Agreement (“Agreement”) is hereby entered into this ____ day of _____, 2015 by and between Hendon-BRE Dawson Marketplace, LLC, a Georgia Limited Liability Company (“Hendon”), and Dawson County, Georgia (the “County”).

WITNESSETH

WHEREAS, Hendon is the developer of certain real property located in Dawson County known as Dawson Marketplace, which is shown on the “R/W Dedication Plat” attached hereto as “Exhibit A” and incorporated herein by reference; and

WHEREAS, the parties seek to improve Gordon Moss Road, a county road that provides access to Dawson Marketplace as shown on the R/W Dedication Plat.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Repairs and Construction by Dawson County.

The County agrees to repair, construct and pave to applicable road specifications of Dawson County the roadway known as Gordon Moss Road from Whitmire Road to Dawson Forest Road after relocation and realignment of Gordon Moss Road in accord with the R/W Dedication Plat (the “County Work”). The final plans for the County Work as depicted on the R/W Dedication Plat will be prepared by Moreland-Altobelli or an engineer selected by Dawson County and will be subject to the review and approval by the County and Hendon (the “County Work Plans”). The County Work Plans shall be let for bid to qualified contractors, and the County and Hendon shall establish the qualifications of contractors to bid the project. If the lowest bid for the County Work from approved contractors exceeds \$1,500,000.00, then all bids may be rejected. The County Work shall be completed in accordance with the County Work Plans. The County shall commence the County Work by the 1st day of April, 2016 (the “Commencement Date”) and shall complete the County Work by the 1st day of July, 2016 (the “Completion Date”). Subject to force majeure as provided in Section 8 of this Agreement, if the County has not commenced the County Work by the Commencement Date or completed the County Work by the Completion Date, then Hendon shall be entitled to seek a permit to enter upon the right-of-way of Gordon Moss Road to complete the County Work in accord with the County Work Plans, and the County shall pay for such work in accord with the terms of this Agreement.

2. Cost Sharing for the County Work.

The County shall contract for the construction and completion of the County Work. However, Hendon shall be responsible for payment of certain costs to construct the relocated and realigned sections of Gordon Moss Road that intersect with Dawson Forest Road and Whitmire Road including the following items:

- clearing and grubbing;
 - earthwork-cut;
 - earthwork-fill unadjusted;
- paving, sidewalk and curbing as follows:
 - GR AGGR base course, including material (8");
 - Recycled asphalt concrete 9.5mm superpave, GP 2 only including bitumen material and H-lime (1.5");
 - Recycled concrete 19mm superpave, GP 1 or 2 including bitumen material and H-lime (2");
 - Bituminous tack coat;
 - Concrete sidewalk;
 - Concrete curb and gutter 6" x 24", TP7; and
 - Concrete curb and gutter 6" x 24", TP2;
- storm drainage as follows:
 - Storm drain pipe 18" H 0-10;
 - Storm drain pipe 24" H 0-10;
 - Storm drain pipe 30" H 0-10;
 - Storm drain pipe 36" H 0-10;
 - Storm drain pipe 42" H 0-10;
 - Storm drain pipe 48" H 0-10;
 - Storm drain pipe 54" H 0-10;
 - Drop Inlet H 0-10;
 - Junction Box H 0-10;
 - Single Wing CB H 0-10;
 - Double Wing CB H 0-10;
 - Headwall 18";
 - Headwall 48";
 - Headwall 54";
- erosion control;
- signing and marking;
 - 5" solid white thermo;
 - 5" solid yellow thermo;
 - 8" solid white thermo;
 - White hatch thermo;
 - Yellow hatch thermo;
 - 5" skip yellow;
 - 24" solid white thermo;
 - TP 2 arrow thermo;
 - TP 3 arrow thermo;
 - Yield arrows in a line; and
 - Signing, RPMS, detectable warnings

3. Road Specification Standards.

The parties acknowledge and agree that the road specifications set forth herein shall be contained in contract and bid documents that shall be posted and advertised by Dawson County for road repairs and construction. The contract and bid documents shall be attached to this Agreement as exhibits and shall be incorporated herein by reference to such exhibit or exhibits.

4. Dedication.

Upon completion of the relocation and realignment as set forth herein and the construction as set forth herein, Hendon without requiring additional consideration shall dedicate, and the County shall accept the dedication of, the relocated and realigned portion of Gordon Moss Road by executing and delivering either a Quit Claim or a Limited Warranty Deed without restrictions, limitations, or encumbrances conveying real property to the County, and Hendon will execute and deliver such other documents necessary to vest fee simple absolute title to the conveyed real property to the County. Hendon shall be responsible for its own attorney fees, document preparation costs, administrative costs, costs related to the release of any encumbrance and any transfer tax related to such conveyance, and the County will pay those costs and expenses incurred by the County to accept the dedication and to record such documents.

5. Payment by Hendon.

(A) Hendon shall pay to Dawson County the amount of the contractor's bid for the work upon Gordon Moss Road after realignment/relocation that exceeds \$500,000.00 (the "Hendon Contribution"). The parties acknowledge, consent, and agree that the cost estimate of \$500,000.00 is based upon information currently available to the parties, but the cost estimate is subject to amendment based upon the final design and the bid accepted.

(B) Hendon shall pay \$_____ to Dawson County within thirty (30) days of the date of this Agreement, which shall be used to pay Hendon's portion of invoices from the contractor until exhausted by the first invoices submitted from the successful contractor based upon the bid accepted for the County Work.

(C) Hendon agrees to pay Dawson County the pro rata portion based upon the cost sharing set forth herein (Paragraph 2) of each invoice amount from the contractor awarded the bid/contract for the County Work in accord with the terms hereof within thirty (30) days of the invoice from Dawson County.

6. Change Orders.

The parties agree that if the contract issued for the County Work requires change orders after the bid is accepted, then payment for any such change orders shall be allocated between the parties based upon the scope of work assigned to each party in accord with "Exhibit B", which is attached hereto and incorporated herein by reference. The parties further agree that if an allocation may not be determined in accord with this paragraph, then Hendon shall be responsible for payment of the pro rata portion based upon the cost sharing set forth herein (Paragraph 2) of the costs necessitated by any such change order, and the County shall be responsible for the remaining costs of the work necessitated by any such change order.

7. Non-waiver.

No delay or omission by either party in exercising any rights accruing upon any default by the other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this agreement by the other party shall not be construed as a waiver of any subsequent breach or default of the same or any other

provision of this agreement. Except as specifically provided in this agreement, no remedy provided by this agreement shall be exclusive, but each remedy shall be cumulative with all other remedies provided in this agreement and all remedies at law or in equity shall be available.

8. Nonterminable Agreement.

No breach of the provisions of this agreement shall entitle either party to cancel, rescind, or otherwise terminate this agreement, but such limitations shall not affect in any manner any other rights or remedies that either party may have by reason of any breach of the provisions of this agreement.

9. Force Majeure.

If either party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, unusual or unforeseen adverse weather conditions preventing the performance of work as certified by an engineer or a contractor, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. The lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

10. Notices.

All notices shall be given by either party to the other party hereunder in writing and shall be delivered (i) in person or (ii) by private, nationally recognized carrier guaranteeing next day delivery (iii) by electronic mail (together with a hard copy sent by either of the means provided in (i) or (ii) above to the party for whom intended at the address set forth herein or at such other address as the party in question may specify in writing. All notices shall be deemed given on the date delivered.

If to Hendon:

c/o Hendon Properties, LLC
3445 Peachtree Rd. Suite 465
Atlanta, GA 30326
Attn: J . Charles Hendon, Jr.
[Charlie @hendonproperties.com](mailto:Charlie@hendonproperties.com)

If to the County:

Mike Berg
Dawson County Chairman
25 Justice Way
Dawsonville, GA 30534
Chairman@dawsoncounty.org

With a copy to:

Hartman Simons & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, GA 30339
Attn: Bob Simons
Bob.simons@hartmansimons.com

With a copy to:

Joseph A. Homans
Fox, Chandler, Homans, Hicks, &
McKinnon
P.O. Box 477
Dawsonville, GA 30534
Joey@fchhm.com

11. Miscellaneous.

A. If any provision of this agreement or any portion thereof or the application thereof to any person or circumstance shall to any extent be held invalid, inoperative or unenforceable, then the remainder of this agreement or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby.

Any such invalid provision shall not be deemed to affect the consideration for this agreement, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

B. This agreement shall be construed in accord with the laws of the State of Georgia. This agreement represents the entire agreement regarding the subject matter hereof and shall supersede any prior agreement inconsistent with the terms hereof.

C. Nothing in this agreement shall be construed to make the parties hereto partners or joint venturers or render either of the parties hereto liable for the debts or obligations of the other.

D. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

E. This agreement may be amended or modified at any time by a declaration in writing that is executed and acknowledged by the parties to the agreement or their successors or assigns. This agreement shall not be otherwise amended or modified during the term hereof.

F. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

G. The recitals appearing at the beginning of this agreement are made an integral part of this agreement.

H. The parties agree that this agreement shall be construed as a development agreement in accord with O.C.G.A. § 36-71-13(a)(b).

IN WITNESS WHEREOF, the County and Hendon have executed this agreement under seal as of the date first above written.

Dawson County Board of Commissioners

Attest:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, Clerk

Hendon-BRE Dawson Marketplace, LLC
a Georgia limited liability company

Attest:

By: Hendon-BRE Dawson Capital, LLC,
a Georgia limited liability company.

By: _____

By: _____
J. Charles Hendon, Jr., Manager

GORDON MOSS ROAD, HG DESIGN

DESCRIPTION	Unit	Estimated number of units	unit cost estimate	ESTIMATE
CLEARING, GRUBBING, EARTHWORK, GRADING				
CLEARING & GRUBBING	AC	6.50	\$ 7,000.00	\$ 45,500
EARTHWORK-CUT	CY	43000	\$ 3.00	\$ 129,000
EARTHWORK-FILL UNADJUSTED	CY	22000	\$ 3.00	\$ 66,000
EARTHWORK & CLEARING SUB-TOTAL				\$ 240,500
PAVING, SIDEWALK & CURBING				
GR. AGGR. BASE COURSE INCLUDING MATERIAL (8")	TN	7540	\$ 20.00	\$ 150,800
RECYCLED ASPH CONCRETE 9.5MM SUPERPAVE, GP 2 ONLY INCL BITUMEN MATL AND H-LIME (1.5%)	TN	1240	\$ 90.00	\$ 111,600
RECYCLED ASPH CONCRETE (9MM) SUPERPAVE, GP 1 OR 2 INCL BITUMEN MATL AND H-LIME (2%)	TN	2480	\$ 90.00	\$ 223,200
BITUMINOUS TACK COAT	GAL	1400	\$ 4.00	\$ 5,600
CONC SIDEWALK	SY	1733	\$ 30.00	\$ 52,000
CONC CURB AND GUTTER 6'X24" TP7	LF	690	\$ 20.00	\$ 13,800
CONC CURB AND GUTTER 6'X24" TP2	LF	6290	\$ 20.00	\$ 125,800
PAVING, SIDEWALK, CURBING SUB-TOTAL				\$ 682,800
STORM DRAINAGE				
STORM DRAIN PIPE 18 IN H-0-10	LF	766	\$ 40.00	\$ 30,640
STORM DRAIN PIPE 24 IN H-0-10	LF	949	\$ 60.00	\$ 56,940
STORM DRAIN PIPE 30 IN H-0-10	LF	35	\$ 80.00	\$ 4,400
STORM DRAIN PIPE 36 IN H-0-10	LF	420	\$ 90.00	\$ 37,800
STORM DRAIN PIPE 42 IN H-0-10	LF	764	\$ 100.00	\$ 76,400
STORM DRAIN PIPE 48 IN H-0-10	LF	1338	\$ 120.00	\$ 160,560
STORM DRAIN PIPE 54 IN H-0-10	LF	43	\$ 140.00	\$ 6,020
DROP INLET H-0-10	EA	7	\$ 2,500.00	\$ 17,500
JUNCTION BOX H-0-10	EA	19	\$ 2,000.00	\$ 38,000
SINGL E WING CB H-0-10	EA	18	\$ 3,000.00	\$ 54,000
DOUBLE WING CB H-0-10	EA	4	\$ 3,000.00	\$ 12,000
HEADWALL 18"	EA	1	\$ 300.00	\$ 300
HEADWALL 48"	EA	1	\$ 800.00	\$ 800
HEADWALL 54"	EA	1	\$ 900.00	\$ 900
RIP RAP (TYPE 1) AND FABRIC	SY	100	\$ 50.00	\$ 5,000
STORM DRAINAGE SUB-TOTAL				\$ 495,260
EROSION CONTROL				
EROSION CONTROL	LS	1	\$ 20,000.00	\$ 20,000
EROSION CONTROL SUB-TOTAL				\$ 20,000
SIGNING & MARKING				
5" SOLID WHITE THERMO	LF	437	\$ 1.00	\$ 437
6" SOLID YELLOW THERMO	LF	5665	\$ 1.00	\$ 5,665
8" SOLID WHITE THERMO	LF	2260	\$ 2.00	\$ 4,520
WHITE HATCH THERMO	SY	153	\$ 4.00	\$ 612
YELLOW HATCH THERMO	SY	240	\$ 4.00	\$ 960
5" SKIP YELLOW	GUF	2968	\$ 4.00	\$ 11,872
24" SOLID WHITE THERMO	LF	277	\$ 4.00	\$ 1,108
TP 2 ARROW THERMO	EA	50	\$ 90.00	\$ 4,500
TP 3 ARROW THERMO	EA	1	\$ 150.00	\$ 150
YIELD ARROWS IN A LINE	LF	57	\$ 10.00	\$ 570
SIGNING, RIMS, DETECTABLE WARNINGS	LS	1	\$ 5,000.00	\$ 5,000
SIGNING & MARKING SUB-TOTAL				\$ 35,354
MISC				
SUBTOTAL				\$ 1,473,954
CONSTRUCTION SUBTOTAL				\$ 1,473,954
CONTINGENCY				\$ 1,473,954
CONSTRUCTION TOTAL				\$ 1,473,954

Backup material for agenda item:

10. Ratification of approval for emergency purchase of fire truck to replace fire truck damaged in collision



DAWSON COUNTY BOARD OF COMMISSIONERS

October 23, 2015

Mike Berg
Chairman

Sharon Fausett
Commissioner
District One

James Swafford
Commissioner
District Two

Jimmy Hamby
Commissioner
District Three

Julie Hughes Nix
Commissioner
District Four

Ten-8 Fire and Safety Equipment
1591 Collier Road
Forsyth, GA 31029

To Whom It May Concern:

On Thursday, October 22, 2015, the Dawson County Board of Commissioners held a Regular called meeting where they approved the emergency purchase of one (1) Pierce Fire Apparatus.

This is a true and exact statement of the actions taken by the Dawson County Board of Commissioners on October 22, 2015.

On November 5, 2015, the Board of Commissioners is scheduled to ratify the action from the October 22, 2015 meeting. Please accept this certification of Board action. If you have any questions feel free to contact me at 706-344-3501.

Sincerely,

Mike Berg, Chairman
Dawson County Board of Commissioners

cc: County Clerk
Purchasing

Cindy Campbell
County Manager

Danielle Yarbrough
County Clerk

Dawson County
Government Center
25 Justice Way
Suite 2313
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889

Backup material for agenda item:

11. Resolution approving agreement with DOT – Lighting SR 53 @ SR 183 project

**A RESOLUTION OF
DAWSON COUNTY BOARD OF COMMISSIONERS**

**AUTHORIZING AN AGREEMENT BETWEEN THE DEPARTMENT OF
TRANSPORTATION OF THE STATE OF GEORGIA AND DAWSON COUNTY FOR
LIGHTING AS PART OF THE SR53 @ SR183 PROJECT**

WHEREAS, the Department of Transportation, an agency of the State of Georgia, and Dawson County seek an agreement providing for round-about lighting as part of the SR53 @ SR 183 Project.

NOW, THEREFORE, the Board of Commissioners of Dawson County hereby adopt this Resolution approving the agreement between the Department of Transportation, State of Georgia, and Dawson County that is attached hereto and incorporated herein by reference.

This ____ day of _____, 2015.

**DAWSON COUNTY BOARD
OF COMMISSIONERS**

ATTEST:

By: _____
Mike Berg, Chairman

By: _____
Danielle Yarbrough, County Clerk

VOTE: Yes _____
 No _____

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY

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

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain roundabout lighting as part of the SR 53 @ SR 183 project, said lighting to be installed under P.I. No. 0009938, Dawson County;

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

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

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

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the SR 53 @ SR 183 project, said lighting to be installed under P.I. No. 0009938, Dawson County as shown on Attachment "A" attached hereto and made a part hereof.

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

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

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

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

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

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

RECOMMENDED:

DAWSON COUNTY

BY: Mike Berg
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

[Signature]
WITNESS

BY _____
Commissioner

(SEAL)

Kristina Hudson
Notary Public
KRISTINA HUDSON
Notary Public, Georgia
Dawson County
My Commission Expires
December 13, 2016
~~This Agreement approved by the~~

Board of Commissioners at a meeting held at

Dawson County Government Center

this 4th day of June,

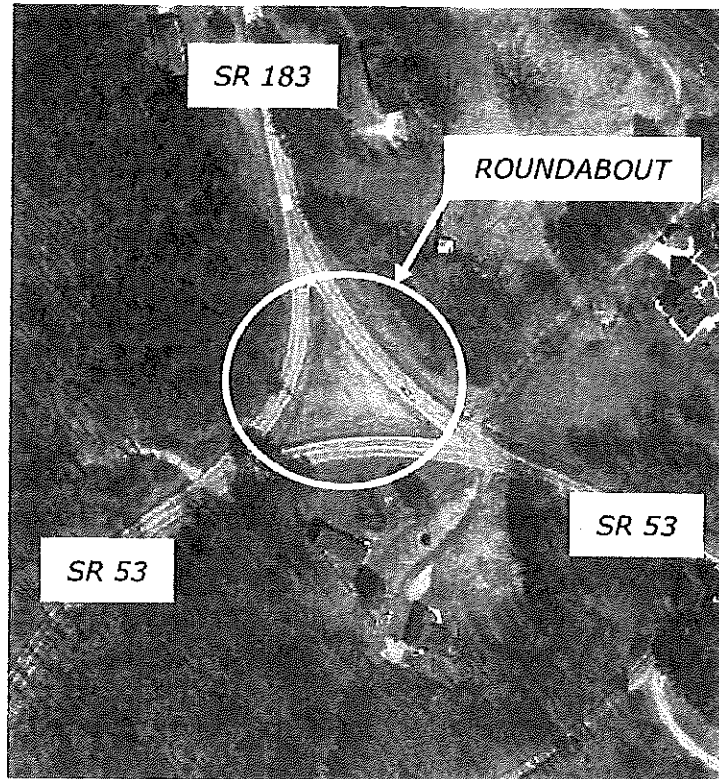
2015.

ATTEST:

Treasurer

Danielle Yarbrough
Commission Clerk

Attachment "A"



Project Location Map

**SR 53 @ SR 183 - Dawson County
P.I. No. 0009938**