

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, JANUARY 26, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Proposed Debt Collection and Write Off Policies - Finance Director Vickie Neikirk
2. Presentation of recommended vendor for Debt Collections Services to be used primarily for outstanding ambulance billing past due accounts - Emergency Services Director Lanier Swafford
3. Presentation of Letter of Roundabout Support for SR 136 Bailey Waters/Keith Evans Intersection - Public Works Director David McKee
4. Presentation of Transfer Station Fee Assessment - Public Works Director David McKee
5. County Manager Report
6. County Attorney Report

Backup material for agenda item:

1. Presentation of Proposed Debt Collection and Write Off Policies - Finance Director
Vickie Neikirk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 1/26/17

Prepared By: Vickie Neikirk

Voting Session: _____

Presenter: Vickie Neikirk

Public Hearing: Yes _____ No _____

Agenda Item Title: Bad Debt write off and Collections Policy

Background Information:

As the County continues to grow so does the need for an approved Bad Debt Write off and Collections policy. This will enable the county to manage the amount of bad debt accrued and maintain stability of revenue. Without an adopted policy the outstanding amount will continue to accrue.

Current Information:

The current balance of Accounts Receivable that would be eligible for placement with a debt collection agency is \$1,018,947 (according to our contracted billing company). The average collection rate using a collections agency is approximately 10%.

This old debt has accrued over a period of several years and a policy is needed to **minimize** any future increase in uncollectable debt.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To approve and adopt the Bad Debt write off and Collections Policy

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: _____

County Manager Authorization: David Headley

Date: 1/20/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

Policy Date: TBD

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to defray costs for the program and lessen the burden on taxpaying citizens who do not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor that invoices for services rendered according to the fee schedule and subject policies. These policies apply to pre-hospital emergency services provided by DCES.

3.0 DEFINITIONS

- a. Advanced Life Support (ALS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services, and the administration of at least one (1) ALS intervention. This includes all basic life support emergency measures plus invasive medical procedures including intravenous therapy, intraosseous therapy, administration of anti-arrhythmic medications and other specified drugs, medications, and solutions; use of advanced adjunctive ventilation devices and techniques to provide ventilator support to include endotracheal intubation and chest decompression; the use of a cardiac monitor for the purpose of manual defibrillation, cardio version, and/or cardiac pacing, and other procedures that may be authorized by state law and performed under medical control.
- b. Basic Life Support (BLS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services and either a BLS assessment by ALS or BLS personnel, or the provision of at least one (1) BLS intervention or transport. Generally limited to airway maintenance, CPR, hemorrhage control, splinting of suspected fractures, management of spinal injury, basic vital and signs assessment.
- c. Billing Contractor: A third party company licensed and contracted to provide ambulance billing services for Dawson County.
- d. Financially Responsible Party: The party that has responsibility for all or a portion of the patient's healthcare costs; includes health insurance, the patient directly, a guardian or other guarantor, or other third party.
- e. Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996; as amended.
- f. Insurer: The party in an insurance contract undertaking to pay compensation. This may include Medicaid, Medicare, Tricare, and private insurance companies.

- g. Mileage (loaded): The number of miles for which the patient is transported in the ambulance vehicle.
- h. Patient: A person receiving ambulance transport and emergency medical care by DCES.
- i. Patient Care Report (PCR): A legal document used to collect essential elements of patient assessment, care, insurance, and transport. The electronic copy is known as an EPCR.

4.0 FEE SCHEDULE

The following is the schedule of fees and charges:

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$350.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$500.00
Advanced Life Support (ALS) Level 2	\$675.00
Basic Life Support (BLS) (Non-Emergency)	\$350.00
Basic Life Support (BLS) (Emergency)	\$400.00
Mileage (Loaded Per Mile)	\$13.00
Non-Sufficient Funds Fee	\$35.00
Finance Charge (for invoice not paid within 90 days)	1.0% of balance

5.0 BILLING PROCEDURES

- a. Intake of patient information will be performed by DCES personnel in compliance with HIPAA policies.
- b. Patient Care Reports (PCRs) will be submitted electronically to the billing contractor by DCES personnel who provided the patient care.
- c. The billing contractor will promptly file claims upon insurers within (3) days of receiving appropriate information from the patient or financially responsible party.
- d. If no insurance information can be obtained or if the patient is uninsured, then the patient may submit an application for a financial hardship or arrange a payment plan.
- e. If the insurer remits payment, then the billing contractor shall invoice the patient or financially responsible party for remaining charges.
- f. The billing contractor will invoice the patient for services provided by DCES.
 - i. Following the initial invoice, the billing contractor will provide four (4) monthly statements during the billing cycle.
 - ii. The billing contractor will attempt to contact the patient fifteen (15) days before the billing cycle ends to request payment or arrange a payment plan.
- g. Where no application for financial hardship or waiver has been made, any outstanding account balance over ninety (90) days old will have a one percent (1.0%) finance charge added to the balance.
- h. If a patient or financially responsible party makes a partial payment or arranges a payment plan, the billing cycle will be extended and the finance charge will be delayed for an additional ninety (90) days.
- i. After one hundred fifty (150) days, any outstanding account balance will be classified as delinquent and section 5 a collection agency selected and approved by the County.
- j. The billing contractor shall submit monthly statements and operations reports to

the County.

6.0 PAYMENT

- a. The patient or financially responsible party may submit appropriate payment by phone, postal mail, or online. Acceptable forms of payment include personal check, money order, or credit card.
- b. All checks rendered with non-sufficient funds (NSF) will have the authorized fee added to their account balance.

7.0 FINANCIAL HARDSHIPS & PAYMENT PLANS

- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, then the patient may, upon application, be approved for a payment plan based on the ability to pay.
- b. Patients or financially responsible parties who receive approval for a payment plan shall make minimum payments based on the ability to pay until the balance is paid in full.
- c. All documentation for hardships and payment plans are subject to confidentiality.

8.0 ADJUSTMENTS & WRITE-OFFS

- a. The County authorizes the billing contractor to write-off or adjust accounts if the cost to pursue payment will not defray the cost to the County to render ambulance transport and emergency medical services. Examples:
 - i. All Medicaid, Medicare, or other Federal Government sponsored contractual adjustments.
 - ii. Balances after Medicare for local Medicare recipients who cannot pay the outstanding balance.
- b. The County authorizes the billing contractor to negotiate payments with insurers that request to negotiate service fees. The billing contractor in no event will provide a discount that results in an amount below the Medicare rate for the level of service provided.
- c. After past due accounts are sent to the contracted collections agency and all efforts to collect the past due amount have been exhausted, the accounts may be written off as bad debt. Only accounts that are past 180 days will be considered for write off. The total amount to be written off will be presented to the Board of Commissioners for approval.

9.0 EXEMPTIONS

Exemptions for fees and charges will be granted only if the following circumstances exist:

- a. County employees that receive emergency medical care and/or ambulance transport while on duty.

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of 6 list from the billing contractor.
- b. If the County receives a request for a refund or is assessed an overpayment by any

payer, then the County shall notify the billing contractor of the request/assessment within fourteen (14) days.

- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

11.0 COLLECTIONS PROCEDURES

After one hundred fifty (150) days, any outstanding account balance will be classified as delinquent and sent to a collection agency selected and approved by the County.

12.0 CITIZEN COMPLAINTS

Resolution of citizen complaints shall generally be addressed by the DCES. If there is no resolution or if complaints arise from conflicts, errors or omissions in this policy, then complaints may be referred to the County Manager's office.

13.0 HIPPA COMPLIANCE

The DCES and the billing contractor shall follow all HIPPA guidelines regarding protected health information (PHI) and provide adequate training for all personnel.

- 14.0 All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

15.0 WRITE OFF POLICY

See Write off policy for details

DAWSON COUNTY AMBULANCE BAD DEBT WRITE OFF POLICY

DATE OF ADOPTION: TBD

PURPOSE OF POLICY:

To provide Dawson County government with an established policy and means of removing uncollectable debt resulting from ambulance transport billing from its financial records. This procedure is only to be used as a last resort after all available methods of collecting such debt have been exhausted.

PROCESS OF WRITE OFF:

Every quarter of each year, the Finance Department, in conjunction with the Emergency Services Department, will determine the accounts payable to Dawson County for Ambulance Service. Accounts that are 365 days past due without productive activity and have been turned over to the contracted collection agency shall be deemed to constitute accounts that will not defray the cost to render ambulance transport and emergency services, and the bad debt will be reported to the credit bureaus.

The following steps must be followed.

1. Customer must have received three separate written notices of their account balance from the contracted biller.
2. After the outstanding debt is deemed uncollectable by the contracted biller, the account will be turned over to the contracted collection agency. The collection agency will follow all fair debt collection practices. Once the agency determines this debt is uncollectable, the account will be considered for write-off by the County.
3. Bad debt write offs must be approved each quarter by the Board of Commissioners.

Dawson County
EMS Billing Hardship Application

For questions regarding the hardship waiver process 706-344-3666 or via e-mail to ambulance_billing@dawsoncounty.org

Hand-deliver or mail this application and all attachments to:
Dawson County Emergency Services
393 Memory Lane
Dawsonville, GA 30534

Applicant Name: _____ Date of Birth: _____

Social Security Number: _____

Applicant Address: _____

Contact Phone Number: _____ Date of EMS Transport: ____ / ____ / ____

2016 Federal Poverty Guidelines		
Persons in Household	Monthly Income	Annual Income
1	\$990	\$11,880
2	\$1,335	\$16,020
3	\$1,680	\$20,160
4	\$2,025	\$24,300
5	\$2,370	\$28,440
6	\$2,715	\$32,580
7	\$3,061	\$36,730
8	\$3,408	\$40,890
For each additional person, add:	\$347	\$4,164

Dawson County may not pursue the patient's financial responsibility for EMS transport services on a case-by-case basis if the patient qualifies under our financial hardship guidelines. Financial hardship is defined as annual household income being equal to or less than 100% of the Federal Poverty Guidelines. The determination of financial hardship is applicable to the current EMS transport only. To reduce future payments, the patient must again prove financial hardship. If a patient does not qualify for a financial hardship waiver, a payment plan may be arranged with the billing services provider, EMS Consultants at 855-485-0314.

Monthly Household Gross Income: _____

Number of Family Members Living in Household: _____ Adults _____ Children

Medicare Eligible: _____ Yes _____ No

I do hereby request that I, as either the applicant, or the party who is financially responsible for the applicant, be considered for a reduction in the payment responsibilities for this EMS transport service fee.

By signing this form I certify that I have no insurance that can be billed for this charge. I declare that all of the information contained in this document and the attachments are true and accurate. Furthermore, I understand that I may be held liable for any false statements pertaining to this request. I also understand that Dawson County reserves the right to require proof of income in consideration of this request and to verify any information contained in this document for the sole purpose of assessing financial need.

I hereby agree to notify Dawson County of any change in the financial status of the applicant or the responsible party that may affect the ability to pay the ambulance transport fees.

Signature: _____ Date: ____ / ____ / ____

Printed Name: _____

Dawson County Administrative Use Only

Date of transport: ____ / ____ / ____

Date request received: ____ / ____ / ____

Waiver Application (circle one): Approved Denied

Comment: _____

Date Billing Contractor Notified: ____ / ____ / ____ Authorizing Signature: _____

Backup material for agenda item:

2. Presentation of recommended vendor for Debt Collections Services to be used primarily for outstanding ambulance billing past due accounts - Emergency Services Director Lanier Swafford



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance/Emergency Services

Work Session: 1/26/17

Prepared By: Vickie Neikirk

Voting Session:

Presenter: Chief Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: Debt Collections Services Recommendation

Background Information:

Dawson County has never contracted with a Collections Agency to try to recover bad debt, particularly in regards to Emergency Services Ambulance Billing. The County needs to be able to obtain the services of a collections agency to attempt collection of outstanding debts owed to the County. According to contracted billing company, the amount currently eligible to be sent to a collection agency is \$1,018,947.

Current Information:

Purchasing submitted RFP #286-16. Proposals were opened 11/10/16. Committee evaluated each of the proposals and after scoring all the proposals, the top 3 were interviewed. After the interviews were completed and scored, the pricing proposals for the top 2 were opened. After the interviews and the pricing were evaluated by the committee, the committee recommended Professional Recovery Consultants, Inc. to be the contracted vendor for debt collections.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept staff recommendation to select Professional Recovery Consultants, Inc. as the Collections Agency for Dawson County.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 1/13/17

County Manager Authorization: DAVID HEADLEY

Date: 1/20/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

- Attachments: 1. Power point presentation
2. Pricing sheet
3. Draft Debt Collections Contract

Debt Collection Services for Ambulance Transport Billing Bid #86-16 RFP

WORK SESSION JANUARY 26, 2017



Background

- ▶ Dawson County operates 5 ambulances for the sole purpose of providing pre-hospital emergency care and patient transports
- ▶ This is a first-time bid for collection services
- ▶ Current AR balance is \$1,018,947.
- ▶ 3 step process to get on track:
 - ▶ Rebid the contract for ambulance transport biller – completed
 - ▶ Bid collections – completed
 - ▶ Approve a write-off policy for uncollectable debt/bad debt – in process

Scope of Work

- ▶ The contracted firm shall:
- ▶ Provide all professional, financial, administrative, materials and equipment needed to complete scope of work
- ▶ Provide collection services for outstanding account balances over 150 days, as determined by current provider, in accordance with Debt Collection Policy (to be approved)
- ▶ Have knowledge and understanding of all relevant regulations and laws regarding medical billing and debt collections
- ▶ Remain in compliance with all Federal, State and local laws
 - ▶ Fair Debt Collection and Practices Act (FDCP)
 - ▶ Health Insurance Portability & Accountability Act (HIPAA)
 - ▶ Telephone Consumer Protection Act of 1991 (TCPA)
 - ▶ Generally Accepted Accounting Principles (GAAP)

Scope of Work – (Continued)

- ▶ Submit gross remittance
- ▶ Place debtors on major/national credit bureaus of credit reporting
- ▶ Provide customer service during business and non-business hours to include bi-lingual help lines

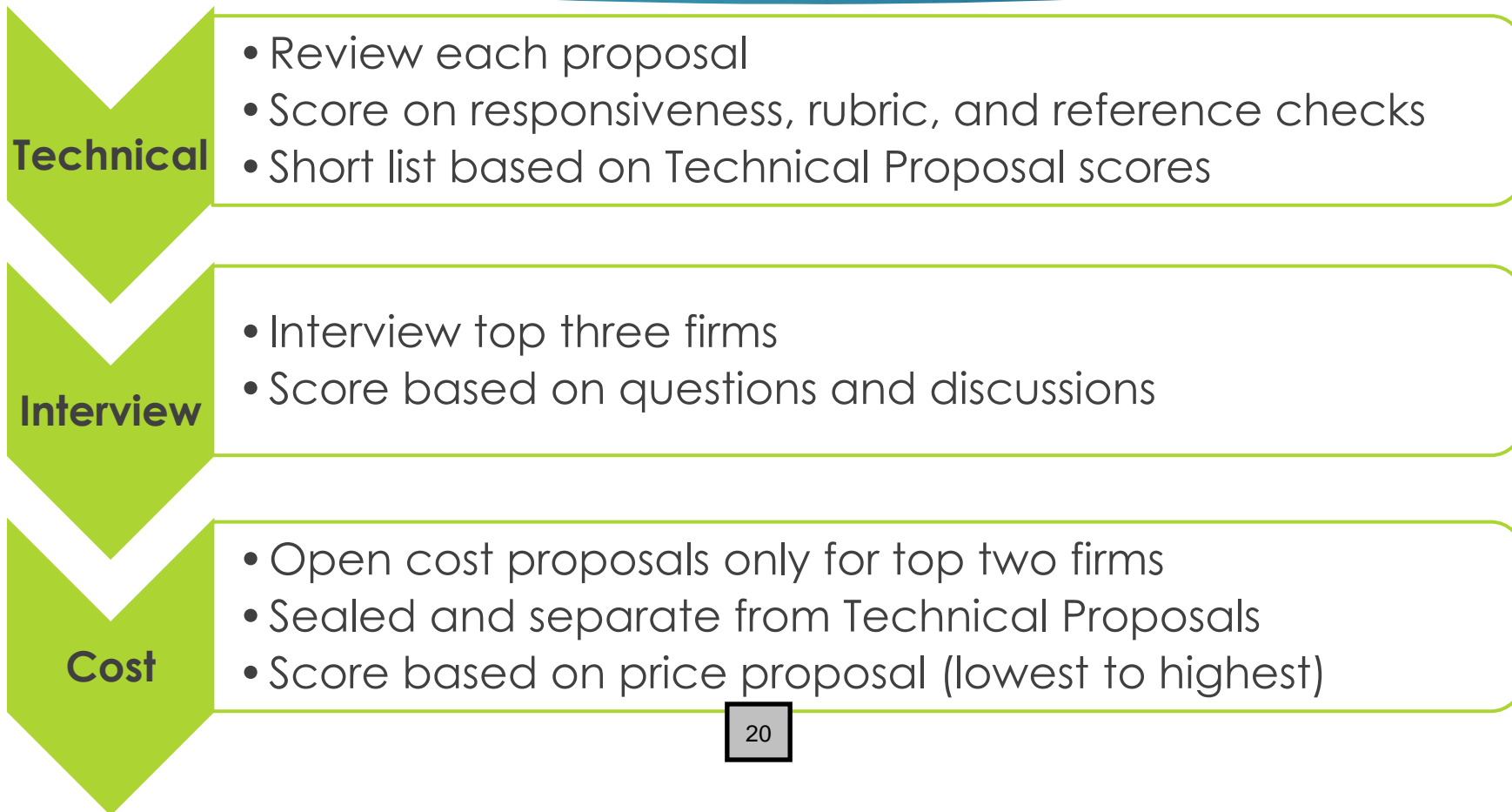
Acquisition Strategy & Methodology

- ▶ 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
- ▶ Notification using GGFOA conference attendance roster
- ▶ Notified previous bidders
- ▶ Held optional pre-bid conference October 28, 2016
- ▶ **8 proposals received**

Evaluation Committee

- ▶ Vickie Neikirk, Chief Financial Officer
- ▶ Natalie Johnson, Accounting & Budget Manager
- ▶ Lanier Swafford, Chief DCES
- ▶ Ricky Rexroat, Director of Administration DCES
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Process



Scoring

Firm	Technical Proposal (max 75 points)	Interview (max 25 points)	Cost Proposal (max 25 points)	Total Points (max 125)
Professional Recovery Consultants	68	23.5	22.5	114.25
LifeQuest Services	63.25	23.5	23.5	109.75
Security Collection Agency	64	19.5		
IC System	58.5			
Source HOV	58.25			
ATG Credit	55.75			
CBA	Disqualified	21	Included pricing in technical proposal	
Senex Services Group	Disqualified		Included pricing in technical proposal	

Cost Proposals

Firm	Flat Percentage of Collections	Estimated Collections of \$102,000 x %
Professional Recovery Consultants	24%	\$24,880
LifeQuest Services	19%	\$19,380

Professional Recovery Consultants

- ▶ Professional Recovery Consultants (PRC) started collections in 1979 to include government collections
- ▶ PRC is licensed in all 50 states to collect debts (out of state residents)
- ▶ Understands the balance of collections and compassion
- ▶ References were all positive, has a GA presence
- ▶ Has partnered with various software providers to gather information on debtors and internally, has software to audit 100% of calls to ensure their standards are being met
- ▶ Customer service hours: 8am-9pm, M-F; 8:30am-2:30pm Saturday
- ▶ Credit cards, cash, check, etc.
- ▶ Would include Dawson County under their cyber liability insurance – this was not required in RFP but provides better protection for the county

Recommendation

Staff respectfully requests the Board to award Bid #286-16 RFP Debt Collection Services for Ambulance Transport Billing to the most responsive, responsible bidder Professional Recovery Consultants at a rate of 24% of collections and approve the contract as submitted.

DAWSON COUNTY, GEORGIA

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO.: BID #286-16 RFP DEBT COLLECTIONS SERVICES FOR
AMBULANCE TRANSPORT BILLING

THIS AGREEMENT between Dawson County, Georgia (hereinafter referenced as the “County”) and _____ (hereinafter referenced as the “Consultant”) is hereby made and entered into this ___ day of _____, 20___ for professional services described in this Agreement.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

1. **Contract**

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

This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated fund are no longer available to satisfy the obligations of the County under this Agreement.

2. **Definitions**

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 *Agreement Execution.* The Agreement Execution means the date both parties execute this Agreement.

2.2 *Contract.* The word contract has the identical meaning as the word Agreement.

2.3 *Contract Documents.* The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant’s statement of proposal and required response forms, change order bids and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 *Contract Price.* The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

2.5 *Contract Time.* The contract time means the period of time stated herein for completion of work.

2.6 *Cost of Work.* The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

2.7. *County.* The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 *Deliverables.* Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

2.9 *Drawings.* The drawings shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 *Liaison.* Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 *Project.* Project means a task or set of tasks assigned pursuant to a Change Work Order.

2.12 *Specifications.* Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.13 *Sub-consultant.* A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.14 *Change Work Order.* A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.15 *Work.* The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

3. **Compensation**

The County shall pay the Consultant the fee calculated in accord with “Exhibit A” and set forth in the project specified within as the Fee Proposal. The Consultant and County shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within “Exhibit A”. The parties agree that the County shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustment shall be implemented.

The County reserves the right to insert a liquidated damages provision in any change work order.

4. **Scope of Services**

The Consultant shall provide professional services to the County. These services will be provided as determined by the circumstances and requests of the County. The general consulting services to be provided to the County include, but are not limited to, the following services: collection of delinquent debt owed to the County to include but not limited to ambulance transport billing.

5. **Personnel, Sub-Consultants and Suppliers**

Terms of Subcontracts. All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the County against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the County and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant’s sub-consultants and suppliers.

6. **Personnel**

The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant’s authorized representative, who shall be authorized to receive and accept any and all communications from the County.

The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the County, if the County reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

7. **Notice of Personnel Changes**

The Consultant key personnel identified within the statement of qualifications/proposal shall not be changed or substituted without the prior written approval of the County.

8. **Warranty of Workmanship**

The Consultant warrants and guarantees to the County that all services furnished under the terms hereof shall be competent and that all materials furnished shall comply with the terms of the Project scope. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9. **Payment to the Consultant**

The County shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit A" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per County policies and procedures, which is typically 30 calendar days' from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to County policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the County shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the County for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the County from any claim from the Consultant resulting from such change work order and project.

10. **Changes in Work and Extensions of Time**

County's Right to Order Changes. The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any such change shall be communicated by change order.

11. **Claims by the Consultant**

The Consultant shall initiate a Notice of Claim or dispute against the County arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the County. Such written notice shall be received by the County no later than fourteen (14) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto.

12. **Suspension & Termination**

If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

13. **Termination by Consultant**

The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

14. **Termination by the County**

The County may for any reason terminate performance under this Agreement by the Consultant for convenience. The County shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days' from the written notice.

Within sixty (60) days after the effective date of a termination for convenience by the County, the Consultant shall submit a termination claim to the County specifying the amount due. If the Consultant fails to complete a proper termination claim within sixty (60) days as set forth herein, then any claim for any sum due shall be deemed waived and no further sum shall be due the Consultant.

15. **Termination by the County for Cause**

If the Consultant persistently or repeatedly refuses or fails to pursue the work in a timely manner or to supply properly skilled workers or proper equipment or materials or if the Consultant fails to make prompt payment to sub-consultants for materials or labor or persistently disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over the work or if the Consultant violates a material provision of this Agreement, then the County may by written notice to the Consultant terminate this Agreement. In such event, the Consultant shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the Agreement price exceeds the reasonable and necessary cost of finishing the work, then such excess amount shall be paid to the Consultant. However, if such costs exceed the unpaid balance, then the Consultant shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

16. **Indemnification**

The Consultant hereby agrees to indemnify and hold the County harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, or (2) the breach by the Consultant of any material provision of this Agreement.

17. **Insurance**

The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability Insurance in an amount equal to at least \$500,000.00 per occurrence. The Consultant shall provide to the County Certificates of Insurance naming the County as additional insured party under the policy or policies of Comprehensive General Liability Insurance required.

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

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

18. **Severability**

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

19. **Governing Law**

The parties agree that this Agreement shall be construed in accord with the laws of the State of Georgia and that venue for any dispute involving the terms of this Agreement shall be Dawson County, Georgia.

20. **Merger**

The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

21. **Notices**

Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

County:

Consultant:

22. **Condition Precedent – Litigation.**

The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the County arising out of or related to this Agreement, the Consultant shall first provide the County thirty (30) days’ written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

IN WITNESS WHEREOF, the parties have hereunto entered into this Agreement on the day and year first above written.

COUNTY:
DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

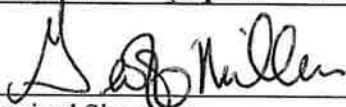


**BID #286-16 RFP DEBT COLLECTION SERVICES FOR
AMBULANCE TRANSPORT BILLING
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: Professional Recovery Consultants, Inc.

Vendors shall submit pricing to complete the scope of work defined in the RFP in a separately, sealed package.

Items				Pricing	
OPTION 1: Fixed Percentage:				24.00	%
OPTION 2: Sliding Percentage Scale Based on Aging:					
0-30 days	31-60 days	61-90 days	91-120 days	121-150 days	151-180+ days
Start Date:					
Additional Fees (explain in detail):					



 Authorized Signature

President

 Title

Geoff Miller

 Print Name

November 8th, 2016

 Date

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

Backup material for agenda item:

3. Presentation of Letter of Roundabout Support for SR 136 Bailey Waters/Keith Evans Intersection - Public Works Director David McKee



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1-26-17

Prepared By: D.McKee

Voting Session: 2-2-17

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: SR 136 Bailey Waters/Keith Evans Roundabout Support

Background Information:

GDOT District Traffic Engineers presented Dawson County with the proposed letter of Roundabout support for the SR 136 Bailey Waters/Keith Evans Road intersection. Previous crash data and the geometry of SR 136 drive the need for the round-a-bout. GDOT requests support from local communities prior to programming the start of the design, and construction.

Current Information:

GDOT is proposing options for intersection improvements at the referenced location. GDOT provided (3) concepts, Five year crash data, and a sample "Indication of Roundabout support" letter to be discussed and approved by the BOC.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approved the Letter of Roundabout support for SR 136 Bailey Waters/Keith Evans intersection.

Department Head Authorization: David McKee

Date: 1-19-17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/20/17

County Manager Authorization: David Headley

Date: 1/20/2017

County Attorney Authorization:

Date:

Comments/Attachments:

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

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

Location

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

Local Street Names: **Bailey Waters Road/Keith Evans Road**

State/County Route Numbers: **SR 136**

Associated Conditions

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

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

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

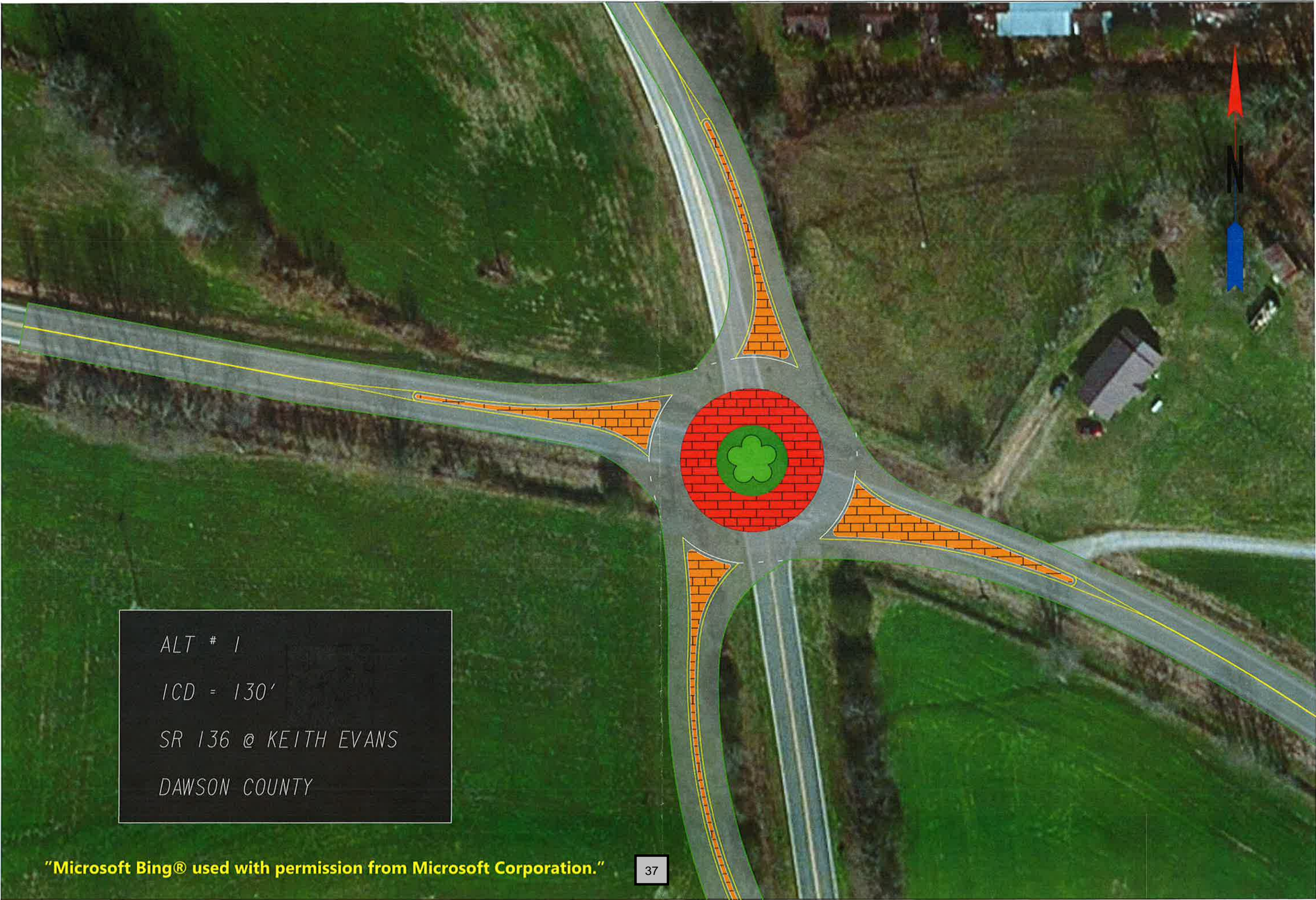
This is the ____ day of _____, 20____

Attest:

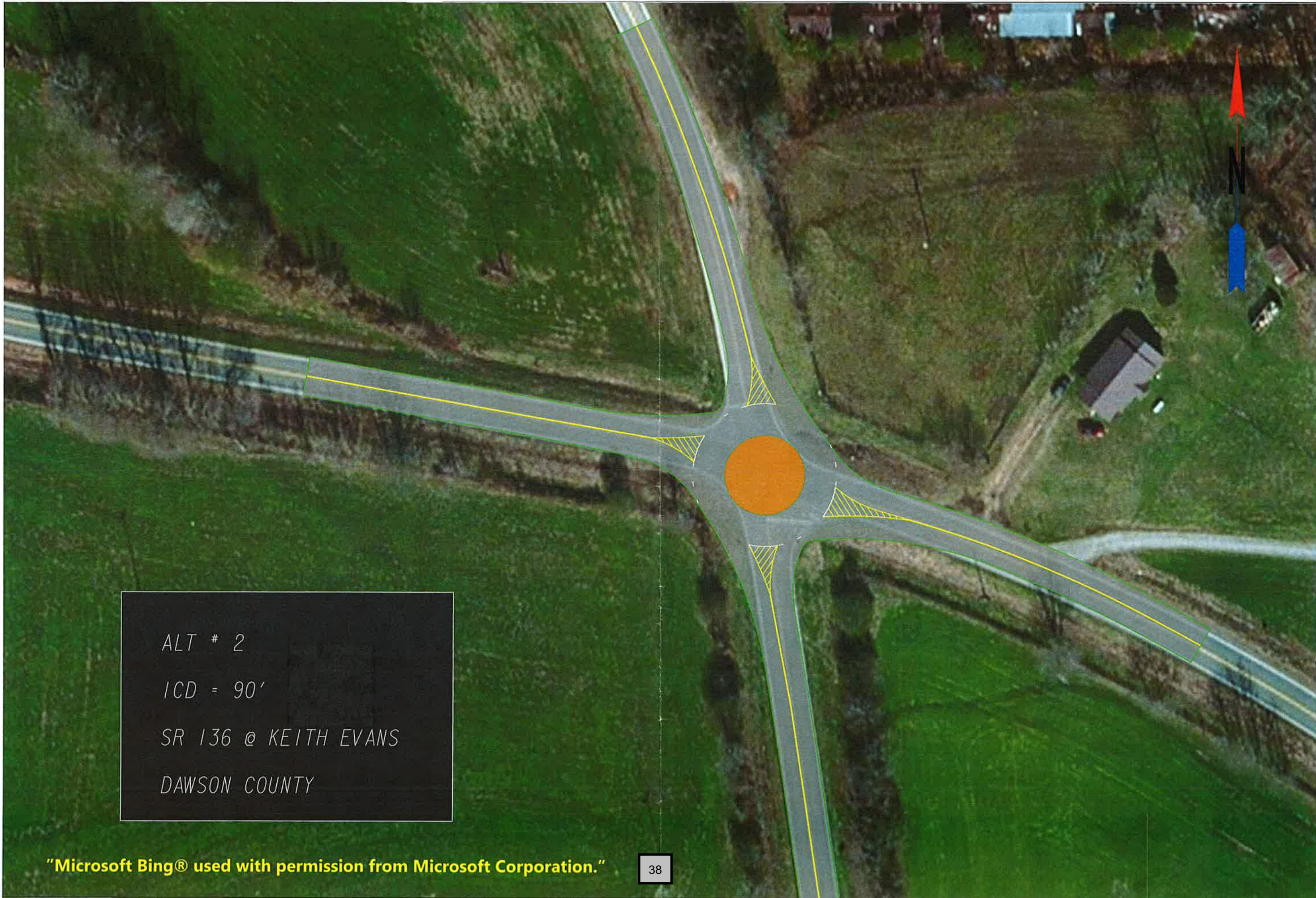
By: _____

Clerk

Title: _____



ALT # 1
ICD = 130'
SR 136 @ KEITH EVANS
DAWSON COUNTY



ALT # 2
ICD = 90'
SR 136 @ KEITH EVANS
DAWSON COUNTY



ALT # 3
PRIMARY DIAMETER = 150'
SECONDARY DIAMETER = 120'
SR 136 @ KEITH EVANS
DAWSON COUNTY

Backup material for agenda item:

4. Presentation of Transfer Station Fee Assessment - Public Works Director David McKee



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 1/26/17

Prepared By: Cara Ingley

Voting Session: 2/2/17

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: Dawson County Transfer Station Fee Assessment

Background Information:

The transfer station operates (6) days a week 7:00 am to 5:00 pm. Monday thru Saturday. In 2013 commercial scales were purchased and installed on site. Current fee schedule has been in place since March of 2013 following the scale installation. Staff and procedural changes have taken place over the past several months. Eagle Point Landfill has increased tipping fees by 5%.

Current Information:

Current fees are \$5-\$22 lower than surrounding transfer stations and landfills for bulk garbage and .50 to \$1 lower on bagged garbage. Eagle Point Land fill increased tipping fees 5% starting January 1, 2017. Staff has reviewed all fee option and recommends bulk garbage rate be increased to \$44 per ton. Staff recommends a minimum fee of \$5 per load weighed. Bagged garbage rates stay as is at .50/bag with a 10 bag limit. Any garbage over 10 bags shall be weighed.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to move proposed transfer station fees to public hearings.

Department Head Authorization: David McKee

Date: 1-23-17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/23/17

County Manager Authorization: David Headley

Date: 1/23/2017

County Attorney Authorization:

Date:

Comments/Attachments:

Power point presentation
Proposed fee schedule attached

DAWSON COUNTY TRANSFER STATION FEE ASSESSMENT

David McKee Public Work Director

January 2017



BACKGROUND

- Operates (6) days a Week Monday-Saturday 7:00am-5:00pm
- Accepts both Municipal Solid Waste(MSW) and Construction and Demolition (C&D) refuse.
- 2012 The BOC approved the purchase of commercial scales.
 - Installed in February 2013
 - Current Fees assessed have been in place since **March 2013**
- Operates as an Enterprise Fund

REVENUE VS. EXPENDITURES

■ Revenue

- Tipping- Customers that dump at our facility.
- Hosting- revenue that is generated at Eagle Point Landfill.

■ Expenditures

- Tipping- Cost to dump refuse at Eagle Point Landfill.
- Operating- Cost to operate the Transfer Station and Post Closure of the Landfill.

PRE-SCALES FEE SCHEDULE

TIPPING FEES

GARBAGE
LARGE BAG 50¢ EACH 35 GAL. MAX

TRUCKS

SMALL PICK-UP	REG. PICK-UP	LARGE TRUCKS (SINGLE AXLE ONLY)
\$5 ⁰⁰	\$10 ⁰⁰	\$50 ⁰⁰

UTILITY TRAILERS

WIDTH	LENGTH					
	6	8	10	12	14	16
4	15.00	17.00	19.00	21.00	23.00	25.00
5	16.00	18.00	20.00	22.00	24.00	26.00
6	17.00	19.00	21.00	23.00	25.00	27.00
7	18.00	20.00	22.00	24.00	26.00	28.00
8	19.00	21.00	23.00	25.00	27.00	29.00

- Posed several challenges
 - Commercial refuse.
 - Inconsistent charges.
 - Not charged by weight.
 - Resulted in many commercial operators dumping for much less than market tipping fees.

CURRENT FEE SCHEDULE

Transfer Station Fee Schedule		
Type of Refuse	Fee	Notes
Bagged Refuse (up to 50 gallons)	\$0.50 per bag	
Weighed Refuse	\$35.00 per ton	
Recycling	NO CHARGE	
Appliances & Furniture	\$4.00 per piece	
Oil Recycling	NO CHARGE	
Passenger Car Truck Tire	\$2.00 per tire	
Semi Truck Trailer Tire	\$7.50 per tire	
Small Equipment Farm Tires	\$25.00 per tire	
Wheel Disposal For Passenger Light Truck	\$3.00 per wheel	*NOTE: Wheel fees are in addition to tire disposal fees.
Wheel Disposal For Semi Truck Trailer	\$10.00 per wheel	
Lock-Ring Wheel Disposal	\$20.00 per wheel	
Small Equipment Farm Tires WITH Wheels	NOT ACCEPTED	
Tires Over 48" Tall or 18" Wide	NOT ACCEPTED	

- No minimum fee for weight refuse
- No bag limit referenced
- Current Market Analysis

MARKET ANALYSIS

	Cost Per Ton	Refuse Type	Bag Rate	Notes
Dawson County TS	\$35.00		\$0.50	
Lumpkin county TS	\$44.50		\$1.00	5 Bag Choice to weigh
Forsyth County	N/A		\$0.50	Max 5 bags 32 gal. bags
Hall County TS	\$40.00 *		N/A	No Bags
White County TS	\$43.75		\$2.00	
Eagle Point LF	\$57.00		N/A	
Pine Bluff LF	\$52.00	MSW	N/A	
	\$45.00	C&D		
400 Waste	\$43.50		\$1.00-2.00	\$10 min/ over 32 gal. \$2.00

PROPOSED FEE SCHEDULE

Proposed Transfer Station Fee Schedule

Type of Refuse	Fee	Notes
Bagged Refuse (up to 55 gallons)	\$0.50 per bag	10 Bag Limit
Weighed Refuse	\$44.00 per ton	\$5.00 Minimum Charge
Type of Recycling	Fee	
Single Stream	NO CHARGE	
Motor Oil	NO CHARGE	
Passenger Car Truck Tire	\$2.00 per tire	
Semi Truck Trailer/Tractor Tire	\$15.00 per tire	
Small Equipment Farm Tires	\$15.00 per tire	
Wheel Disposal For Passenger Light Truck	\$3.00 per wheel	*NOTE: Wheel fees are in addition to tire disposal fees.
Wheel Disposal For Semi Truck Trailer	\$10.00 per wheel	
Lock-Ring Wheel Disposal	\$20.00 per wheel	
Tires Over 48" Tall or 18" Wide	NOT ACCEPTED	

QUESTIONS/DISCUSSION

Backup material for agenda item:

6. County Attorney Report

Privileged and Confidential

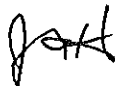
Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Chairman and Commissioners

Date: January 26, 2017

From: Joey Homans



Re: County Attorney Report

-
1. Dawson Forest Holdings, LLC v. Dawson County Board of Commissioners, et al. I am providing you a copy of the appeal and complaint for declaratory injunctive and other relief that Dawson Forest Holdings, LLC filed on January 12. I forwarded the appeal to the liability carrier to determine if coverage is available. I will draft an appropriate Answer and provide a copy of that Answer to you.
 2. EWSA Intergovernmental Agreement. I received a copy of an intergovernmental agreement that Etowah Water and Sewer Authority approved on January 24. The voters approved SPLOST in 1999, which included funds for a sewer line that has been designated as the Taffer Road Line. This line is the main trunk line from the intersection of Lumpkin Campground Road and Dawson Forest Road to the sewer plant. The intent at that time was to have a County sewer line serve the Georgia 400 corridor to increase tax revenue to the County. As those SPLOST funds were collected, the County and Etowah executed bonds in 2002 to fund the cost of the Taffer Road Line. The County maintained an ownership interest of the line, but EWSA was solely responsible for operation and maintenance of the line. In 2009 and 2012, the County and EWSA refinanced the 2002 bonds and separated the responsibility of the County and Etowah for repaying the refinancing obligations. EWSA continued operation and maintenance of the line. The current bond documents for which the County is responsible provide for a payoff in 2027. The Taffer Road Line was included in the 2007 SPLOST that the voters approved. However, SPLOST receipts were insufficient to fund any portion of this project, and the sewer project was not included as a project in the current SPLOST that was approved in 2015 and is now being collected. The various documents associated with the Taffer Road Line reference that the County has leased the line for 50 years through 2052 and that the County owns the line. EWSA now requests that control of this line be clarified by a deed to the Taffer Road Line that will be held in escrow until the County pays the bonds owed by the County for this line or until 2027, whichever first occurs. The deed being requested pursuant to this intergovernmental agreement will be filed at that time.

The County currently lacks authority to operate and maintain a sewer line because appropriate permits from the State of Georgia and other regulatory agencies have not been sought nor obtained; hence, the reason for the operation and maintenance agreement with EWSA for the line, which is included in the current SDS agreements. Additionally, the County has received local option sales tax proceeds and SPLOST proceeds to pay the cost of the line because the Taffer Road Line serves commercial development 51 Georgia 400 corridor. The County received the

benefit sought by funding the Taffer Road Line. I recommend that you approve the intergovernmental agreement and execute the deed requested, which will be held until the bonds are paid or 2027, whichever first occurs.

This matter will be placed on the work session February 9.

3. Ingram Litigation. The Ingram case is scheduled to be tried beginning January 30. If the case is continued, then the motion for summary judgment will be heard February 27.
4. Sale of 80 Acres (+-). I am providing you a copy of the tax map showing the location of what is commonly referenced as the 80 acres. I notified the citizen who requested that a portion of the property be offered for sale that you are willing to sell the entire tract, but are unwilling to divide the property for purposes of sale. I will notify you of any response I receive.
5. SPLOST V Addendum. I am providing you a proposed Addendum to the SPLOST V Agreement to conclude disbursement of SPLOST V proceeds.

Joey


Justin Power, Clerk
Dawson County, Georgia

IN THE SUPERIOR COURT OF DAWSON COUNTY
STATE OF GEORGIA

DAWSON FOREST HOLDINGS, LLC,

Plaintiff,

v.

DAWSON COUNTY, GEORGIA,
DAWSON COUNTY BOARD OF
COMMISSIONERS; and MIKE BERG,
Chairman, SHARON FAUSETT, JAMES
SWAFFORD, JIMMY HAMBY, and
JULIE HUGHES NIX, in their official
capacities as Members of the
DAWSON COUNTY BOARD OF
COMMISSIONERS,

Defendants.

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CIVIL ACTION

FILE NO. _____

APPEAL AND COMPLAINT FOR DECLARATORY, INJUNCTIVE AND OTHER
RELIEF

COMES NOW DAWSON FOREST HOLDINGS, LLC (hereinafter "Plaintiff") and through its undersigned counsel files this APPEAL AND COMPLAINT FOR DECLARATORY, INJUNCTIVE AND OTHER RELIEF (the "Complaint"), showing this honorable Court the following causes of action against Defendants.

INTRODUCTION

1.

This action arises from the December 13, 2016 decisions by Dawson County, Georgia, the Dawson County Board of Commissioners, and Chairman Mike Berg, Sharon Fausett, James Swafford, Jimmy Hamby, and Julie Hughes Nix in their official capacities as members of the Dawson County Board of Commissioners to deny Plaintiff's applications to rezone certain

parcels of land from R-A (Residential Exurban/Agricultural) to RMF (Residential Multi-Family). Defendants' refusal to change the unconstitutional R-A zoning classification on Plaintiff's properties not only violates Plaintiff's constitutionally-protected rights to use its properties for any lawful purpose; Defendants' actions also violate the mandatory rezoning procedures set forth in the Dawson County Land Use Resolution (the "Zoning Ordinance") thereby rendering Defendants' actions void *ab initio*.

2.

The parcels of land that are the subject of this action contain approximately 72.99 acres and are located on State Route 53 in Dawson County, Georgia. These parcels are designated as Dawson County Tax Parcel Numbers L13-081, a portion of 114-033 and 114-019 (collectively referred to hereafter as the "Property").

3.

Plaintiff is the record owner of the Property.

JURISDICTION AND VENUE

4.

Defendant Board of Commissioners is the governing body of Dawson County, Georgia and is subject to the jurisdiction of this Court.

5.

Defendant Board of Commissioners may be served with process by serving the Chairman of the Board of Commissioners wherever he may be found in the event that the Board of Commissioners does not acknowledge service of process.

6.

Defendants Mike Berg, Sharon Fausett, James Swafford, Jimmy Hamby, and Julie Hughes Nix are each residents of Dawson County, Georgia and each may be served with process wherever they may be found.

7.

This Court has jurisdiction over this action pursuant to Article VI, Section IV, paragraph I of the Georgia Constitution of 1983, as amended, O.C.G.A. §§ 9-4-1, *et seq.*.

8.

Venue as to all Defendants is proper in Dawson County, Georgia, pursuant to Article VI, Section II, Paragraphs III and VI of the Georgia Constitution of 1983, as amended.

FACTUAL BACKGROUND

9.

On July 8, 2016, Plaintiff filed two (2) applications with the Dawson County Planning and Development Department (the "Planning Department") seeking to rezone the Property from the R-A (Residential Exurban/Agricultural) zoning classification to the RMF (Residential Multi-Family) zoning classification in order to develop a residential subdivision consisting of single-family detached homes on the Property. The two (2) rezoning applications were designated by the Planning Department as ZA 16-05 and ZA 16-06 (the "Applications").

10.

Plaintiff also filed an application to rezone a portion Dawson County Tax Parcel Number 114-033 from R-A (Residential Exurban/Agricultural) to C-HB (Highway Business Commercial). Ironically, this rezoning application, which was designated as ZA 16-04, was

approved by the Board of Commissioners. The C-HB zoning approved under ZA 16-04 is not a part of this litigation.

11.

On December 13, 2016, the Board of Commissioners voted to deny the Applications, thereby refusing to change the Property from its current R-A zoning classification.

12.

The Property remains zoned to the R-A zoning classification.

13.

The R-A zoning classification is described in the Dawson County Land Use Resolution (hereinafter "Land Use Resolution") Article III § 309 as "areas that are either primarily agricultural in land use with residential or other use incidental to the agricultural use, or areas that are not under intensive development pressures and are in relatively large parcels." The R-A zoning classification permits only one "principal farm residence" on each parcel.

14.

Etowah Water & Sewer Authority public sanitary sewer and water are available to serve the Property.

15.

The Property is located in an area with properties zoned C-HB, R-A, and VCR, and surrounding properties contain some retail establishments, a county fire department, and residential property.

16.

The Property is located in southeast Dawson County in close proximity to State Route 53.

17.

The 2033 Comprehensive Plan Future Land Use Map recommends the properties be zoned RMF and RPC (Residential Planned Community).

18.

The RMF zoning classification is identified in the Comprehensive Plan as a recommended zoning classification for the Property.

19.

The Dawson County Planning and Development Department Staff, which evaluates all rezoning applications for compliance with the Land Use Resolution reviewed the Applications and issued a SUPPORTIVE recommendation, specifically for the Applicant's proposal of a RMF zoning developed with 240 individual lots, each with a minimum fifty (50) foot width at the build line.

20.

The Land Use Resolution provides that notice must be provided to the general public when rezoning applications are filed, and such notice is subject to specific requirements. *See* Land Use Resolution, Article XII, § 1202.

21.

Plaintiff sent an Open Records Request to the Dawson County Planning and Development on December 22, 2016.

22.

The Open Records Request was for "all documents pertaining to the Dawson County Rezoning application and denial" for the Applications. A true and correct copy of the Open Records Request is attached hereto as Exhibit "A".

23.

The Land Use Resolution requires notice by publication at least fifteen (15), but not more than forty-five (45) days prior to hearings by the Planning Commission and the County Commission. Said notices are required to contain "the time, place, and purpose of the hearing." Land Use Resolution, Article XII, §1202(E).

24.

The Land Use Resolution, Article XII, §1202(F), places further requirements on notices provided to the general public when reclassification of a property is sought by a party other than local government. In such situations, notices are required to contain the information required in Paragraph D as well as the "location of the property and the proposed change of classification." Also in those circumstances, there is a requirement that a sign be placed on the Property containing information specified herein in addition to any other information specified by the Planning Commission with said sign(s) being erected not less than fifteen (15) days before the date of the hearing.

25.

The signs erected for the Applications contained only the application number, the time, date, and location of the Planning Commission hearing, the time, date, and location of the County Commission hearing, and a contact number "for additional information". True and correct images of signs placed on the Property, as included in the memoranda from the Planning and Development Director to the Planning Commission, dated November 3, 2016, are attached hereto as Exhibit "B".

26.

Paragraph G of Article XII, § 1202 provides that notices must be mailed to each adjoining property owner “before each hearing.”

27.

Notice was mailed to adjoining property owners on July 27, 2016, providing notice of the Applications and hearings held by the Planning Commission and the County Commission on August 16, 2016 and September 15, 2016 respectively.

28.

After a postponement, notice was mailed to adjoining property owners on August 24, 2016, providing notice of the Applications and hearings held by the Planning Commission and the County Commission on September 20, 2016 and October 20, 2016 respectively.

29.

Both the July 27, 2016 notice letter and the August 24, 2016 notice letter provide “THIS WILL BE YOUR ONLY NOTIFICATION VIA MAIL.” True and correct copies of both letters are attached hereto as Exhibit “C”.

30.

Another postponement was granted, and the Applications were considered on November 15, 2016 and December 13, 2016 by the Planning Commission and the County Commission respectively. However, notices for those hearing dates were not mailed to adjoining land owners.

31.

Article XII, § 1202(A) requires the Planning Commission to “submit a recommendation and a statement of findings” within forty-five (45) days after “hearing testimony from all interested parties.” “If the Planning Commission fails to submit a recommendation and a

statement of findings within the specified time period, then the Planning Commission shall be deemed to have approved the proposed amendment or request.” *Id.*

32.

No statement of findings from the Planning Commission was included in the documents obtained by Plaintiff via the Open Records Request.

33.

On November 15, 2016, the Dawson County Planning Commission held a public hearing on the Applications. By a vote of 4-0, the Planning Commission recommended denial of ZA 16-05. The Planning Commission recommended approval of ZA 16-06 subject to certain conditions pertaining to access. The vote recommending approval for ZA 16-06 was 4-0. Thereafter, on December 13, 2016, the Board of Commissioners voted to deny the Applications.

34.

Plaintiff now brings the denial of the Applications before the Superior Court for review, complains thereof, and says that the same are null and void because of the errors set forth herein.

COUNT I
DECLARATORY JUDGMENT

35.

Plaintiffs hereby re-allege and incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

36.

In addition and/or in the alternative to all other causes of action pled in this Complaint, Plaintiffs are entitled to a declaration from this Court that the existing zoning classification burdening the Property is unconstitutional and bears no substantial relationship to the public health, safety, morality or general welfare and is unconstitutional and void.

37.

Plaintiff is entitled to a declaration from this Court that Defendants did not provide sufficient notice pursuant to the Land Use Resolution of the Applications and consideration thereof by failing to provide the specific information on the signs placed on the Property, as required by the Land Use Resolution, Article XII, § 1202, Paragraphs D and F.

38.

Plaintiff is entitled to a declaration from this Court that Defendants did not provide sufficient notice pursuant to the Land Use Resolution of the Applications and consideration thereof by failing to mail notice letters the adjoining landowners "within a reasonable time before" the November 15, 2016 Planning Commission meeting and the December 13, 2016 County Commission meeting, as required by the Land Use Resolution, Article XII, § 1202, Paragraph G.

39.

Plaintiff is entitled to a declaration from this Court that Defendants did not provide sufficient notice pursuant to the Land Use Resolution of the Applications and consideration thereof because the Planning Commission failed to "submit a recommendation and statement of findings with forty-five (45) days "after hearing testimony from all interest parties," as required by the Land Use Resolution, Article XII, § 1202, Paragraph A.

40.

Plaintiffs are entitled to a declaration from this Court that the existing zoning classification imposed on the Property is invalid, unreasonable in light of the facts and circumstances of this case, is arbitrary and capricious and without any rational basis.

COUNT II
VIOLATION OF ZONING PROCEDURES LAW

41.

All preceding paragraphs are incorporated into this county and made a part hereof.

42.

The Zoning Procedures Law, O.C.G.A. § 33-66-1 et seq., governs rezonings. It requires that a sign be posted on the property and that the sign describe the proposed zoning classification of the property as well as the date of the public hearing.

43.

The signs posted on the Property before the November 15, 2016 Planning Commission meeting and the December 13, 2016 did not adequately or properly describe the proposed zoning classification of the Property.

44.

The foregoing facts constitute at least one violation of the Zoning Procedures Law, which is strictly construed under *McChure v. Davidson*, 258 Ga. 706 (1988).

45.

Discovery may show further violations of the Zoning Procedures Law.

46.

Violation of the Zoning Procedures Law renders the zoning decision void. The Court should declare the rezoning decision taken on December 13, 2016 to be void and remand the case for a new decision.

COUNT III
VIOLATION OF THE DAWSON COUNTY LAND USE RESOLUTION
DUE PROCESS VIOLATIONS

47.

All preceding paragraphs are incorporated into this count and made a part hereof.

48.

The Land Use Resolution contains multiple provisions governing the notice and hearing requirements of a rezoning application.

49.

Signs placed on the Property were not compliant with the requirements of the Land Use Resolution.

50.

Letters were not mailed to all adjoining landowners within a reasonable time before either the November 15, 2016 Planning Commission meeting or the December 13, 2016 County Commission meeting as required by the Land Use Resolution.

51.

The Planning Commission did not submit a recommendation and finding of fact within forty-five (45) days after hearing testimony from all interested parties as required by the Land Use Resolution.

52.

Noncompliance with one's own zoning ordinance procedural requirements renders a decision invalid. The courts require strict compliance with notice requirements of zoning ordinances. *South Jonesboro Civic Association v. Thornton*, 248 Ga. 65 (1981).

53.

For the multiple failures to notify the public and adjoining landowners under its own Land Use Resolution of the proposed rezoning that was denied on December 13, 2016, and for the failures to comply with the requirements of the Land Use Resolution as to notice of the rezoning, the Court should declare the decision invalid and void and remand the case to the Board of Commissioners.

54.

A denial of a rezoning application without requiring the applicant to comply with the procedural and notice requirements of the Planning Commission constitutes the manifest abuse of the zoning power.

COUNT IV
INJUNCTION

55.

All preceding paragraphs are incorporated into this county and made a part hereof.

56.

Plaintiff will suffer an irreparable injury if the denial of the Applications and the application of rezoning of the Property are allowed to be implemented by Dawson County and the Board of Commissioners.

57.

Plaintiff is therefore entitled to the issuance of an injunction prohibiting Dawson County from enforcing the denial of the Applications.

COUNT V
ATTORNEY'S FEES AND EXPENSES OF LITIGATION

58.

Plaintiffs hereby re-allege and incorporate by reference the foregoing paragraphs of this Complaint as if fully set forth herein.

59.

Defendants have been, and are being, stubbornly litigious, have acted in bad faith, and have caused Plaintiffs unnecessary trouble and expense as contemplated by O.C.G.A. § 13-6-11, thereby authorizing Plaintiffs' recovery of attorney's fees and expenses of litigation.

60.

Plaintiffs are therefore entitled to an award of their reasonable attorney's fees and expenses incurred in bringing this action.

WHEREFORE, in addition to the relief requested in the Compliant, Plaintiff seeks the following relief:

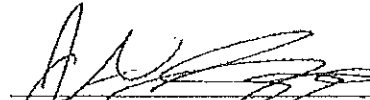
- (a) That the Court declare denial of the Applications on December 13, 2016 void for failure to strictly comply with the Zoning Procedures Law and that it be remanded to the Board of Commissioners;
- (b) That the Court declare the rezoning invalid and void for failure to comply with the Land Use Resolution's own procedural requirements and that the Court remand the application for proper consideration to the Board of Commissioners after following all required procedures;
- (c) That the Court declare the denial of the Applications a manifest abuse of the zoning power;
- (d) That the Court issue an injunction preventing the Defendants from enforcing the denial of the Applications;
- (e) That this Court award to Plaintiffs their expenses of litigation, including reasonable attorneys' fees, pursuant to O.C.G.A. § 13-6-11; and
- (f) That Plaintiffs receive such other and further relief as the Court deems just and proper.

This 12th day of January, 2017.

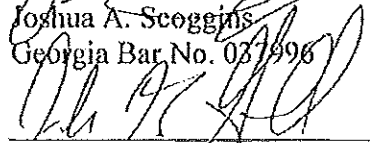
Respectfully submitted by,

MILES, HANSFORD & TALLANT, LLC

By: _____


Joshua A. Scoggins
Georgia Bar No. 037996

By: _____


Jonah B. Howell
Georgia Bar No. 190236

Attorneys for Plaintiffs

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Suite 200
Cumming, Georgia 30040
Phone: 770-781-4100
Fax: 770-781-9191
E-mail: jscoggins@mhtlegal.com
jhowell@mhtlegal.com

**INTERGOVERNMENTAL AGREEMENT BETWEEN ETOWAH WATER
AND SEWER AUTHORITY AND DAWSON COUNTY, GEORGIA
CONCERNING OWNERSHIP, OPERATION AND MAINTENANCE OF
SEWER INFRASTRUCTURE**

WHEREAS, Etowah Water and Sewer Authority (hereinafter “the Authority”), an authority and political subdivision of the State of Georgia, and Dawson County, Georgia (hereinafter “the County”), a political subdivision of the State of Georgia, (hereinafter sometimes referred to collectively as “the Parties”) entered into a certain Intergovernmental Contract on June 1, 2002 (the “2002 Contract”) for the construction and financing of, *inter alia*, the Taffer Road Interceptor Sanitary Sewer (comprised of +/- 20,000 linear feet of gravity sewer along Georgia 400 and also known as the “Taffer Creek Gravity Sewer”) (hereinafter “the Line”) with the proceeds of the Authority’s Revenue Bonds, Series 2002, in the aggregate principal amount of \$8.595 million; and

WHEREAS, the 2002 Contract provided that “[a]ll water and sewerage facilities financed with the proceeds of [the Authority’s revenue bonds], any water and sewerage facilities purchased with revenues of the [Authority’s water and sewerage system (the “System”)] (including future extensions and improvements to the System) shall be held in the name of the Authority”; and

WHEREAS, on August 14, 2006, the Parties entered into an Intergovernmental Contract (“2006 Contract”) whereby the Authority agreed to

lease the Taffer Road Interceptor Sanitary Sewer to the County for a period of fifty (50) years for the purpose of enabling the County to use proceeds from the special purpose local option sales tax to make the 2002 Contract payments; and

WHEREAS, on May 1, 2012, the Parties entered into an Intergovernmental Contract (the “2012 Contract”) providing for the refunding of a portion of the 2002 Bonds, a reduction in interest rate on the remaining 2002 Series Bonds and a corresponding reduction in the County’s obligations under the 2002 Contract; and

WHEREAS, under the terms of the 2012 Contract, the Authority was required to convey the Taffer Road Interceptor Sanitary Sewer gravity line, via limited warranty deed, to the County upon payment of the bonds at maturity in 2027 or any earlier date upon prepayment by the County to enable the County to use proceeds from a special purpose local option sales tax to make the 2012 Contract payments; and

WHEREAS, the County’s current Service Delivery Agreement provides for the Authority to operate and maintain the Taffer Road Interceptor Sanitary Sewer gravity line; and

WHEREAS, the 2006 Contract and the 2012 Contract documents do not specifically reference maintenance, repair and operation obligations for the Line

during the term of the 2006 Contract and after the 2012 Contract terminates (i.e., when the Series 2012 Bonds are paid); and

WHEREAS, the County received sufficient sales tax proceeds to pay the cost of the Taffer Road Interceptor Sanitary Sewer gravity line, and such project is not included as a project within SPLOST VI, which the voters approved in 2015; and

WHEREAS, the Taffer Road Interceptor Sanitary Sewer gravity line is an important component of the Authority's System, and the Parties recognize the importance of delineating the rights and obligations for operation, maintenance, repair and ownership of this System component; and

WHEREAS, the County and its citizens benefit from the unified operation, repair and maintenance of sewer infrastructure.

NOW THEREFORE, in consideration of the foregoing representations and contracts between Parties, the Parties hereto agree that:

1. The intent of the Parties is now, and has been since the 2002 Bonds were issued, that (a) the Authority maintain, repair and operate the Taffer Road Interceptor Sanitary Sewer gravity line until the Series 2002 Bonds and Series 2012 Bonds are paid; and (b) the County's lease and acquisition of those facilities was done for the purpose of enabling the use of

proceeds from a special purpose local option sales tax to make payments under the 2002 Contract and the 2012 Contract.

2. The County agrees to quit claim all right, title and interest it may have in the Taffer Road Interceptor Sanitary Sewer gravity line upon the maturity or pre-payment of the Series 2012 Bond.
3. The County further agrees to execute a quit claim deed within ten (10) business days of the final execution of this Agreement to the Authority for the Taffer Road Interceptor Sanitary Sewer gravity line.
4. The Authority agrees to hold the executed quit claim deed referenced herein in escrow and not record the deed until such time as the Series 2012 Bonds are paid in full or until such time as the 2006 Lease Agreement expires in June of 2052, whichever occurs first.
5. If the County defaults on its payment obligations under the 2012 Contract, then the Parties agree that the Authority may record the quit claim deed immediately.
6. The Authority has the sole obligation and right to operate and maintain the Taffer Road Interceptor Sanitary Sewer gravity line pursuant to the various contracts and representations between the Parties and that obligation and right will continue after prepayment or maturity of the Series 2012 Bonds.

7. Except where otherwise stated herein, this Agreement supersedes the 2012 Contract and the 2006 Contract as it relates to ownership, operation and maintenance of the Taffer Road Interceptor Sanitary Sewer gravity line.

THIS ____ day of _____, 2017.

ATTEST:

Secretary, Etowah Water and Sewer
Authority

JIM KING, Chairman
Etowah Water and Sewer
Authority

DANIELLE YARBROUGH, Clerk

BILLY THURMOND,
Chairman

Dawson County Board of
Commissioners

Dawson County Board of
Commissioners

**INTERGOVERNMENTAL AGREEMENT BETWEEN ETOWAH WATER
AND SEWER AUTHORITY AND DAWSON COUNTY, GEORGIA
CONCERNING OWNERSHIP, OPERATION AND MAINTENANCE OF
SEWER INFRASTRUCTURE**

WHEREAS, Etowah Water and Sewer Authority (hereinafter “the Authority”), an authority and political subdivision of the State of Georgia and Dawson County, Georgia (hereinafter “the County”), a political subdivision of the State of Georgia, (hereinafter sometimes referred to collectively as “the Parties”) entered into a certain Intergovernmental Contract on June 1, 2002 (the “2002 Contract”) for the construction and financing of, *inter alia*, the Taffer Road Interceptor Sanitary Sewer (comprised of +/- 20,000 linear feet of gravity sewer along Georgia 400 and also known as the “Taffer Creek Gravity Sewer”) with the proceeds of the Authority’s Revenue Bonds, Series 2002, in the aggregate principal amount of \$8.595 million; and

WHEREAS, the 2002 Contract provided that “[a]ll water and sewerage facilities financed with the proceeds of [the Authority’s revenue bonds], any water and sewerage facilities purchased with revenues of the [Authority’s water and sewerage system (the “System”)] (including future extensions and improvements to the System) shall be held in the name of the Authority”; and

WHEREAS, at the request of the County on August 14, 2006, the Parties entered into an Intergovernmental Contract (“2006 Contract”) whereby the

Authority agreed to lease the Taffer Road Interceptor Sanitary Sewer to the County for a period of fifty (50) years for the sole purpose of enabling the County to use proceeds from the special purpose local option sales tax to make the 2002 Contract payments; and

WHEREAS, at the request of the County on May 1, 2012, the Parties entered into an Intergovernmental Contract (the "2012 Contract") providing for the refunding of a portion of the 2002 Bonds, a reduction in interest rate on the remaining 2002 Series Bonds and a corresponding reduction in the County's obligations under the 2002 Contract; and

WHEREAS, under the terms of the 2012 Contract, the Authority was required to convey the Taffer Road Interceptor Sanitary Sewer gravity line, via limited warranty deed, to the County upon payment of the bonds at maturity in 2027 or any earlier date upon prepayment by the County in order to enable the County to use proceeds from a special purpose local option sales tax to make the 2012 Contract payments; and

WHEREAS, the 2006 Contract and the 2012 Contract documents are silent as to continuing maintenance, repair and operation obligations for the Taffer Road Interceptor Sanitary Sewer gravity line during the term of the 2006 Contract and after the 2012 Contract terminates (i.e., when the Series 2012 Bonds are paid); and

WHEREAS, the Taffer Road Interceptor Sanitary Sewer gravity line is an important component of the Authority's System and the Parties recognize the importance of clearly delineating the rights and obligations for operation, maintenance, repair and ownership of this System component;

WHEREAS, the County and its residents would benefit from the unified operation, repair and maintenance of the sewer infrastructure; and

NOW THEREFORE, in consideration of the foregoing, respective representations and contracts between Parties, the Parties hereto agree that:

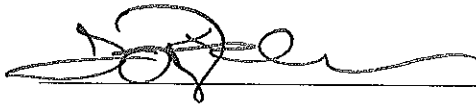
1. The intent of the Parties is now, and has been since the 2002 Bonds were issued, that the (a) Authority would own, maintain, repair and operate the Taffer Road Interceptor Sanitary Sewer gravity line until the Series 2002 Bonds and Series 2012 Bonds are paid; and (b) County's lease and acquisition of those facilities was done solely for the purpose of enabling the County to use proceeds from a special purpose local option sales tax to make payments under the 2002 Contract and the 2012 Contract.
2. To further the intent of the Parties, the County agrees to quit claim all right, title and interest it may have in the Taffer Road Interceptor Sanitary Sewer gravity line upon the maturity or pre-payment of the Series 2012 Bond.

3. The County further agrees to execute a quit claim deed within ten (10) business days of the final execution of this Agreement to the Authority for the Taffer Road Interceptor Sanitary Sewer gravity line.
4. The Authority agrees to hold the executed quit claim deed referenced in #3 above in escrow and not record said deed until such time as the Series 2012 Bonds are paid in full or until such time as the 2006 Lease Agreement expires in June of 2052, whichever occurs first.
5. Should the County default on its payment obligations under the 2012 Contract, the Parties agree that the Authority may record the quit claim deed immediately.
6. The Authority has the sole obligation and right to own, operate and maintain the Taffer Road Interceptor Sanitary Sewer gravity line pursuant to the various contracts and representations between the Parties and that obligation and right will continue after prepayment or maturity of the Series 2012 Bonds.
7. Except where otherwise stated above, this Agreement supersedes the 2012 Contract and the 2006 Contract as it relates to ownership, operation and maintenance of the Taffer Road Interceptor Sanitary Sewer gravity line.

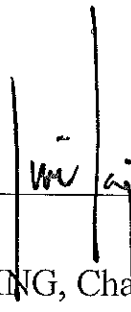
{SIGNATURES ON FOLLOWING PAGE}

THIS ____ day of _____, 2017.

ATTEST:



Secretary, Etowah Water and Sewer
Authority



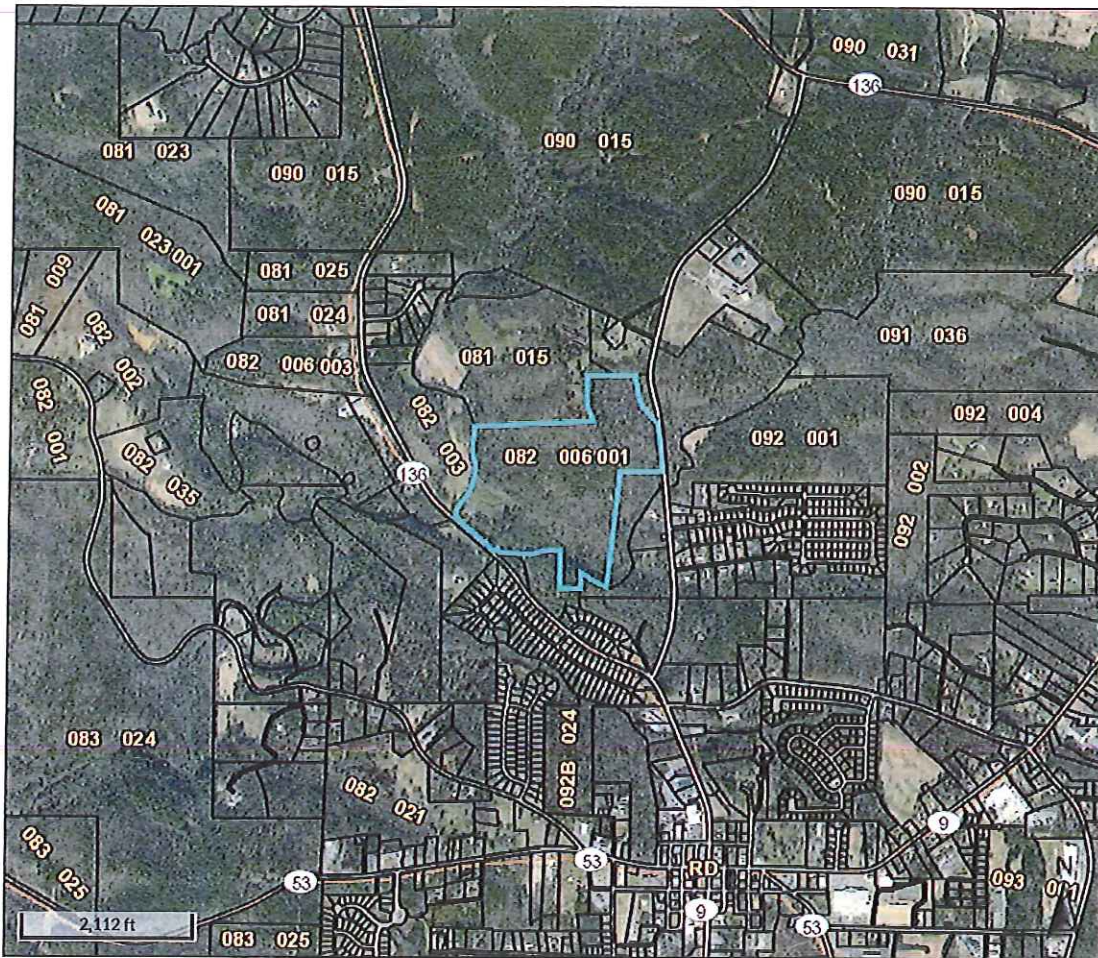
JIM KING, Chairman
Etowah Water and Sewer
Authority

DANIELLE YARNROUGH, Clerk

Dawson County Board of
Commissioners

BILLY THURMOND,
Chairman

Dawson County Board of
Commissioners



Overview



Legend

□ Parcels

Parcel ID 082006001
 Class Code Exempt
 Taxing District DAWSONVILLE
 DAWSONVILLE
 Acres 75.82

Owner ASSOCIATION COUNTY
 COMMISSIONERS
 OF GEORGIA
 50 HURT PLAZA SUITE 1000
 ATLANTA GA 30303

Physical Address n/a
 Assessed Value Value \$618380

Last 2 Sales			
Date	Price	Reason	Qual
4/27/2004	\$0	GV	U
4/27/2004	\$0	GV	U

(Note: Not to be used on legal documents)

Date created: 1/21/2017
Last Data Uploaded: 1/17/2017 7:16:25 AM

Developed by
The Schneider Corporation

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT FOR SPLOST V

WHEREAS, Dawson County and the City of Dawsonville entered into an intergovernmental agreement for SPLOST V on August 28, 2007; and

WHEREAS, Dawson County and the City of Dawsonville resolve disputes and avoid fees and expenses through this Addendum to the Intergovernmental Agreement for SPLOST V.

NOW, THEREFORE, Dawson County and the City of Dawsonville hereby agree to the terms of this Addendum.

1. **All expenditures from SPLOST proceeds-SPLOST projects.** All SPLOST V proceeds have been disbursed exclusively for SPLOST projects set forth within Article 3 of the intergovernmental agreement for SPLOST V referenced herein. SPLOST proceeds of \$186,749.14 remains to be disbursed, and the parties acknowledge, consent, and agree that such amount shall be spent solely and exclusively for the projects referenced within Article 3 of the intergovernmental agreement.
2. **Bona Fide Dispute.** The parties have a bona fide dispute and disagreement as to the specific amount to be allocated to the County and the City. The City claims the City is entitled to payment of \$161,868.00 under the terms and provisions of the intergovernmental agreement for SPLOST V. The County claims the remaining amount to be disbursed to the City is \$68,198.00. The parties agree to resolve this bona fide dispute and disagreement to avoid litigation fees and expenses, which may equal or exceed the amount in dispute.
3. **Collection of SPLOST V and cost of SPLOST V projects.** The parties acknowledge, consent, and agree that the amount of SPLOST V proceeds collected was

approximately \$48,000,000 rather than the amount projected of \$87,400,000.00 and the estimated cost of certain projects referenced within the intergovernmental agreement for SPLOST V was less than the amount set forth therein.

4. **Distribution of SPLOST V proceeds.** The parties agree that SPLOST V proceeds of \$100,000.00 shall be disbursed to the City of Dawsonville upon execution of this agreement for the City projects referenced within the Intergovernmental Agreement for SPLOST V. \$86,749.14 shall be disbursed to Dawson County for the County projects referenced therein.

5. **Final Disbursement and Close.** The parties agree that upon disbursement in accord with the terms hereof SPLOST V proceeds shall have been properly disbursed.

This ___ day of _____, 2017.

ATTEST:

Danielle Yarbrough
County Clerk

Billy Thurmond
Chairman, Dawson County Board
of Commissioners

ATTEST:

Bonnie Warren
City Clerk

James Grogan
Mayor