

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA - THURSDAY, MARCH 24, 2016  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
4:00 PM**

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**NEW BUSINESS**

1. Presentation of Bid #261-16 RFP Inmate Food Service - Sheriff Billy Carlisle  
To view the solicitation documents click [here.](#)
2. Presentation of Bid #265-16 RFP IT Servers (Revised) - Purchasing Director Davida Simpson  
To view the solicitation documents click [here.](#)
3. Presentation of Parade & Assembly Permit for 4-H Rabies Clinic to be held 4/16/2016 -  
Director of Planning & Development Rachel Burton/Extension Office Coordinator Clark  
MacAllister
4. Presentation of SR 52 @ SR 183 Roundabout Lighting Agreement - Public Works  
Director David McKee
5. Presentation of Bid #267-16 IFB Cardiac Monitors for Dawson County Emergency  
Services - Emergency Services Director Lanier Swafford  
To view the solicitation documents click [here.](#)
6. Presentation of Electronic Cigarette Ordinance - County Attorney Joey Homans
7. Presentation of Vacant and Burned Structures Ordinance - County Attorney Joey Homans
8. Re-Presentation of Etowah Water & Sewer Authority (EWSA) Fire Hydrant  
Intergovernmental Agreement - County Attorney Joey Homans
9. Presentation of LifeLink of Georgia National Donate Life Month Proclamation -  
Chairman Mike Berg
10. County Manager Report
11. County Attorney Report

**Backup material for agenda item:**

1. Presentation of Bid #261-16 RFP Inmate Food Service - Sheriff Billy Carlisle

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 DCSO

Presenter: Sheriff Billy Carlisle

Submitted By: Purchasing Director Davida Simpson

Date Submitted: March 15, 2016

Item of Business/Agenda Title: Presentation of Bid #261-16 RFP Inmate Food Service

**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: April 28, 2016 is the 90 deadline for BOC to take action

Purpose of Request: Execute a contract with vendor to provide services listed in RFP for inmate meals.

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 new 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: \$240,000 for FY 2016

Amount Budgeted: \$240,000 for FY 2016

Fund Name and Account Number: General Fund: 100-00-3326-531300-000 Inmate Meals

#### Administration Staff Authorization

Dept. Head Authorization: Sheriff Billy Carlisle Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson Date: 03/17/2016

County Manager Authorization: Randall Dowling Work Session Date: 3-24-16

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



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Bid #261-16 RFP Inmate Food Service

**DATE:** March 15, 2016

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** April 7, 2016

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**PURPOSE:** Execute a contract with contractor to provide services listed in the RFP for inmate food service.

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**HISTORY:** This is a standard contract for professional services. Previous bid was in 2012. Current vendor is providing services to ensure no lapse in service.

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**FACTS AND ISSUES:** ABL is the most responsible, responsible bidder for inmate food service. ABL was also the lowest bidder.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Staff respectfully requests the Board to award #261-16 RFP Inmate Food Service to the most responsive, responsible bidder ABL Management, Inc., located in Baton Rouge, LA, and approve the contract with pricing Option B as submitted.

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**DEPARTMENT:**

Prepared by: Davida Simpson, Purchasing Director

Director: Sheriff Billy Carlisle

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# Inmate Food Service Bid #261-16 RFP

WORK SESSION MARCH 24, 2016



# Background

- ▶ Standard professional services contract
  - ▶ Term – December 31, 2016 with three, one year renewal terms
- ▶ Contract expired December 31, 2015
  - ▶ Vendor is providing services to ensure no lapse of service
- ▶ Contract Value
  - ▶ FY2013 - \$222,904.76
  - ▶ FY2014 - \$237,749.73
  - ▶ FY2015 – \$226,728.43
- ▶ Fees are on a sliding scale based on population each day
  - ▶ FY2015 average daily population was 155 inmates

# Scope of Work

- ▶ Vendor to provide all labor, food, foodstuff to complete the scope of work
  - ▶ Meals 7 days a week – 4 week menu cycle
    - ▶ 2 hot meals and 1 cold (lunch is a sack lunch)
    - ▶ 3 hot meals (first time requested)
    - ▶ Staff meals not included in RFP
  - ▶ Staffing needs
    - ▶ Personnel must be trained to work in a correctional facility/environment
    - ▶ Some inmate labor when available; usually 3-4 inmates
  - ▶ Routine maintenance of equipment
  - ▶ Cleaning of kitchens
- ▶ All meals must meet or exceed American Correctional Association requirements

# IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 75% of the scoring criteria while pricing made up 25%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

## **IFB – Invitation for Bid**

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

## **RFP – Request for Proposal**

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score



# 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 vendors
- ▶ **4 bids received**

# Evaluation Committee

- ▶ Major Jeff Johnson, Dawson County Detention Center
- ▶ Lt. David Lingerfelt, Dawson County Detention Center
- ▶ Lt. Anne Martin, Dawson County Detention Center
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Evaluation Criteria

Company	Points Allowed	Trinity Services Group	ABL	CBM	Correctional Resource Group (Incumbent)
Company Background & Structure	20	18	19	17	17
Experience & Qualifications of Dedicated Staff	25	23	25	22	22
Approach to Scope of Work & Methodology	15	14	13	13	13
References (5 of similar work)	15	14	14	14	15
Price Proposal	25	20	24	16	14
Total Points	100	89 <sup>11</sup>	95.00	82.67	80.33

	Trinity Services Group			ABL			CBM			Correctional Resource Group (Incumbent)		
Number of Meals	# of Inmates for Labor Needed	Price per Meal 2 Hots & 1 Cold Option A	Price per Meal 3 Hots Option B	# of Inmates for Labor Needed	Price per Meal 2 Hots & 1 Cold Option A	Price per Meal 3 Hots Option B	# of Inmates for Labor Needed	Price per Meal 2 Hots & 1 Cold Option A	Price per Meal 3 Hots Option B	# of Inmates for Labor Needed	Price per Meal 2 Hots & 1 Cold Option A	Price per Meal 3 Hots Option B
0-99	4	Negotiable	Negotiable	4-6	\$2.40910	\$2.36168	6	\$1.93	\$1.87	4-6	\$1.821	\$1.930
100-119	4	\$1.756	\$1.674	4-6	\$1.43701	\$1.38962	6	\$1.79	\$1.73	4-6	\$1.690	\$1.831
120-129	6	\$1.610	\$1.527	4-6	\$1.37718	\$1.32980	6	\$1.60	\$1.53	4-6	\$1.626	\$1.678
130-139	6	\$1.533	\$1.449	4-6	\$1.32623	\$1.27884	6	\$1.52	\$1.45	4-6	\$1.567	\$1.616
140-149	6	\$1.467	\$1.383	4-6	\$1.28230	\$1.23491	6	\$1.46	\$1.39	4-6	\$1.460	\$1.557
150-159	6	\$1.410	\$1.325	4-6	\$1.24403	\$1.19665	6	\$1.40	\$1.34	4-6	\$1.428	\$1.511
160-169	6	\$1.361	\$1.275	4-6	\$1.21041	\$1.16302	6	\$1.36	\$1.29	4-6	\$1.386	\$1.471
170-179	6	\$1.319	\$1.232	4-6	\$1.18063	\$1.13324	6	\$1.32	\$1.25	6	\$1.349	\$1.435
180-189	6	\$1.281	\$1.193	4-6	\$1.15407	\$1.10668	6	\$1.28	\$1.21	6	\$1.329	\$1.402
190-199	6	\$1.247	\$1.158	4-6	\$1.13023	\$1.08284	6	\$1.25	\$1.18	6	\$1.289	\$1.373

# Discussion

- ▶ All four vendors were interviewed, gave presentations and Q&A
- ▶ ABL provided the best overall solution that meets Dawson County's needs
- ▶ Experience in correctional food service
- ▶ ABL provides services for surrounding counties and other GA counties
  - ▶ GA Smallest : 77 inmates
  - ▶ GA Largest: 812
- ▶ Pricing was lower
  - ▶ Pricing increases are based on CPI- Meals Away from Home – South (approx 1.8%↑)

Forsyth County	Lumpkin County
Hall County	Barrow County
Henry County	Harris County
Sumter County + more in GA	

# Recommendation

Staff respectfully requests the Board to award #261-16 RFP Inmate Food Service to the most responsive, responsible bidder ABL Management, Inc., out of Baton Rouge, LA, and approve the contract with pricing Option B as submitted.

Funds are approved in budget annually under Sheriff/Jail-Inmate Meals

## ANNUAL CONTRACT AND AGREEMENT

<b>Contract Start Date:</b>	<b>April 7, 2016</b>
<b>Contract End Date:</b>	<b>December 31, 2016</b>
<b>Contract Name:</b>	<b>Inmate Food Service</b>
<b>Vendor Name:</b>	<b>ABL Management, Inc.</b>
<b>Address:</b>	<b>1124 Boardwalk, Suite B 1-5 Baton Rouge, LA 70816-8344</b>
<b>Telephone No.:</b>	<b>225-272-6063</b>
<b>Contact Person:</b>	<b>John Appleton</b>
<b>Payment Terms:</b>	<b>Net 30 days</b>

This Agreement is hereby made and entered into this 7<sup>th</sup> day of April, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and ABL Management, Inc. a Louisiana Corporation, (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. **#261-16 RFP Inmate Food Service** 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 8<sup>th</sup> day of April, 2016 and shall terminate on December 31, 2016 with three (3), 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 **#261-16 RFP Inmate Food Service**. 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 **#261-16 RFP Inmate Food Service**. 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

ABL Management, Inc.  
ATTN: John Appleton  
1124 Boardwalk, Suite B 1-5  
Baton Rouge, LA 70816-8344

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DAWSON COUNTY, GEORGIA**

**Attest:**

**By:** \_\_\_\_\_  
**Name:** Mike Berg  
**Title:** Chairman, BOC

**By:** \_\_\_\_\_  
**Name:** Danielle Yarbrough  
**Title:** County Clerk

**By:** \_\_\_\_\_  
**Name:** Billy Carlisle  
**Title:** Sheriff, Dawson County

**CONTRACTOR:**

**Attest:**

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

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



261-16 RFP INMATE FOOD SERVICE  
VENDOR'S PRICE PROPOSAL FORM

**OPTION B:  
3 HOT MEALS**

COMPANY NAME: ABL Management, Inc.

Vendors shall submit a sliding scale based on the number of meals and the cost of each. For example:

Number of Inmates	Price Per Meal	Number of Inmates for Labor Needed
0-99	\$ 2.36168	4-6
100-119	\$ 1.38962	4-6
120-129	\$ 1.32980	4-6
130-139	\$ 1.27884	4-6
140-149	\$ 1.23491	4-6
150-159	\$ 1.19665	4-6
160-169	\$ 1.16302	4-6
170-179	\$ 1.13324	4-6
180-189	\$ 1.10668	4-6
190-199	\$ 1.08284	4-6

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
President and CEO  
Title

\_\_\_\_\_  
Mr. John D. Appleton  
Print Name

\_\_\_\_\_  
January 26, 2016  
Date

**ATTACH COPY OF SAMPLE MENU OF OPTION B**

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

**Backup material for agenda item:**

2. Presentation of Bid #265-16 RFP IT Servers (Revised) - Purchasing Director Davida Simpson

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 IT

Presenter: Dauida Simpson, Purchasing Director

Submitted By: Purchasing Director Dauida Simpson

Date Submitted: March 14, 2016

Item of Business/Agenda Title: Presentation of Bid #265-16 RFP IT Servers (Revised)

**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: April 19, 2016 is the 60 deadline for BOC to take action (60 days = bid bond)

Purpose of Request: Execute a contract with Dell Marketing to upgrade the county's computer infrastructure and systems including all labor as specified in RFP documents.

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. Contract sent to County Attorney on March 11, 2016 for review.  
 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: \$250,000 – servers & contingency

Amount Budgeted: \$250,000

Fund Name and Account Number: SPLOST V: 315-00-1535-542100-000 Machinery & Equipment

#### Administration Staff Authorization

Dept. Head Authorization: James Tolbert, Director      Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson      Date: 03/17/2016

County Manager Authorization: Randall Dowling      Work Session Date: 3-24-16

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

Exhibit B is the pricing, contract and presentation attached.



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Bid #265-16 RFP IT Servers (Revised)

**DATE:** March 14, 2016

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

**ANNUAL-**

**OTHER**

**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** April 7, 2016

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**PURPOSE:** To enter into a contract with a qualified vendor, Dell Marketing, LP, who specializes in IT systems and data migration (labor) for a fixed price. Additionally, a 5 year warranty is included. Furthermore, this contract will accomplish replacement of existing servers and related systems and migration of old data to new systems.

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**HISTORY:** Current servers (2008-2009) are outdated and not supported by manufacturer. IT has been able to keep the system up and running with temporary solutions but new servers are needed in order for department software/programs to run efficiently. Additionally, Dell Marketing, LP is the manufacturer.

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**FACTS AND ISSUES:** Dell Marketing is the most responsive, responsible bidder. They were also the low bidder after two vendors omitted various items that were required in the RFP such as licenses, switches, and full data migration which significantly increased their prices and made them non-responsive to the bid requirements.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 to fund unforeseen items if needed for a total of \$250,000 to be paid by SPLOST V and approve the contract as submitted.

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**DEPARTMENT:**

Prepared by: David Simpson, Purchasing Director

Director James Tolbert, Director

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# IT Servers (Revised) Bid #265-16 RFP

WORK SESSION MARCH 24, 2016



# Background

- ▶ Servers provide the ability for all departments to function
  - ▶ Email (200+)
  - ▶ Data storage (6TB)
  - ▶ Houses department & user software/programming (13 different programs)
  - ▶ Backups
- ▶ Dawson County servers were purchased in 2008-2009
  - ▶ Current servers are archaic in the technological world
  - ▶ End-of-Life (EOL) for current system was 2012
    - ▶ Manufacturer is no longer supporting systems
- ▶ Servers are past critical levels
  - ▶ IT purchased additional memory to keep the current system running in December 2015
  - ▶ This is a temporary fix until the new servers 24 installed



# Background (Continued)

- ▶ Bid was rejected in 2015 due to budget constraints and references
  - ▶ References were required to be of like agencies, size and use that of Dawson County
  - ▶ 2015 Funding was Capital Improvements Project
  - ▶ 2016 Funding is SPLOST V
  - ▶ New solicitation was released with revised specs January 20, 2016 with a deadline of February 19, 2016
- ▶ Held an optional pre-proposal meeting February 4, 2016
  - ▶ Q&A
  - ▶ Allowed open conversation about our needs and various options/solutions
  - ▶ Site visit to data center
  - ▶ Gave vendors time to formulate their approach to scope of work and pricing to ensure specifications were clear and that no change orders would be needed later

# Scope of Work

Vendor to provide:

- ▶ All systems, switches, etc.
- ▶ Install, configure and migrate
- ▶ Active Directory: Current infrastructure (Windows 2003, 2008 & 2010) update to Windows 2012/R2
- ▶ Databases upgrade
- ▶ Backup and replication
- ▶ Data migration is a large portion of work to be completed
  - ▶ Email: Update Exchange 2007 to Exchange 2016
  - ▶ File servers
- ▶ Licensing for all programs and users
- ▶ Software support and warranty 5 years
- ▶ All labor included

# IFB vs RFP

Given the nature of the project, qualifications must be provided for vendors completing work. Qualifications and methodology were driving force in this bid. Technical requirements made up 75% of the scoring criteria while pricing made up 25%. Based on these factors, the Request for Proposal method was selected as the best approach to this solicitation.

## **IFB – Invitation for Bid**

- ▶ Price is driving force
- ▶ Must go with low bid unless legal justification/rationalization

## **RFP – Request for Proposal**

- ▶ Price may be a factor
- ▶ Other criteria more important than price (technical requirements)
- ▶ Must award bid to the most responsible (can do work), responsive (met requirements & criteria) bidder – best score

# 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 vendors
- ▶ **8 bids received**

# Evaluation Committee

- ▶ Will Shattuck, IT
- ▶ Cameron Burt, IT
- ▶ Robin Roland, IT
- ▶ Rachel Burton, Planning & Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Discussion

- ▶ 4 of 8 vendors failed to provide Bid Bonds as required in RFP
  - ▶ Bid bond (5% of price) is required to lock in pricing and to hold vendors accountable to pricing
  - ▶ Technology pricing is ever-changing
  - ▶ Conferred with County Attorney about rejecting vendors who did not submit bid bonds
- ▶ Evaluation committee checked references of all 4 responsive vendors
  - ▶ Based on evaluations and pricing, top 3 vendors interviewed
  - ▶ Interviews gave Dawson County staff an opportunity to fully vet vendor qualifications
  - ▶ During interviews, 2 vendors (Edge & SHI) didn't feel their original bids adequately represented the County's needs therefore they wanted to revise pricing which is not allowed
    - ▶ Both omitted various items that were required in the RFP: Licenses, switches, full data migration, etc. which would greatly increase their pricing, therefore making them non-responsive to the original requirements
    - ▶ Dell made no changes and is confident they can provide a turn-key solution that meets our current and future needs

# Pricing

Company	Bid Bond	Pricing	Timeline	Interview or Conference Call
<b>CDW-G</b>	Yes	\$404,215.18	628 hours	No
<b>Dell</b>	Yes	\$226,879.47	6 weeks	Yes – Interview
<b>Edge Solutions</b>	Yes	*\$229,825.00	60 days (elapsed)	Yes – Interview
<b>SHI International</b>	Yes	*\$176,286.77	7.5 weeks	Yes – Conference Call Only
<b>Digital Agent</b>	No		Disqualified	
<b>Diversified Tech</b>	No		Disqualified	
<b>The Wright Tech Consulting Group</b>	No		Disqualified	
<b>VehTech Inc</b>	No		Disqualified	

# Evaluation Criteria

Company	Points Allowed	CDW-G	Dell	Edge	SHI International
Company Background, Dedicated Team & Staff Experience	20	17	20	18	5
Approach to Scope of Work	20	11	18	19	12
Service & Support	20	12	20	13	15
References	15	9	14	12	9
Price Proposal	25	9	25	20	17
<b>Total Points</b>	<b>100</b>	<b>58.00</b>	<b>96.67</b>	<b>82.33</b>	<b>57.00</b>



# Justification

- ▶ Dell responded to all specifications
- ▶ All references were extremely positive
- ▶ This is a direct purchase from the manufacturer and not a 3rd party vendor
  - ▶ 1 single contract for parts, labor, service, warranty, etc.
- ▶ Service agreement - 5 years
- ▶ Committed to support the platform for the next 10 years
- ▶ Dell has been a proven vendor in the past with Dawson County
  - ▶ Current computers and servers are Dell
  - ▶ Backup systems (DCSO) will be a minor upgrade needed for this capability
    - ▶ Included in original price proposal but not in specifications/request for proposal

# Recommendation

Staff respectfully requests the Board to award #265-16 RFP IT Servers (Revised) to the most responsive, responsible bidder, Dell Marketing LP, in the amount of \$226,879.47 and approve a contingency of \$23,120.53 for a total of \$250,000.00 to be paid from SPLOST V and accept the contract as submitted.

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

## ANNUAL CONTRACT AND AGREEMENT

**Contract Start Date:** April 7, 2016  
**Contract End Date:** December 31, 2016  
**Contract Name:** IT Servers (Revised)  
**Vendor Name:** Dell Marketing LP  
**Address:** One Dell Way  
Round Rock, TX 78682  
**Telephone No.:** 864-247-3537  
**Contact Person:** Cory Dial  
**Payment Terms:** Net 30 days

This Agreement is hereby made and entered into this 7<sup>th</sup> day of April, 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Dell Marketing LP, a Delaware limited partnership, (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. #265-16 RFP IT Servers (Revised) 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 7<sup>th</sup> day of April, 2016 and shall terminate upon final acceptance of the project.

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 **#265-16 RFP IT Servers (Revised)**. 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 **#265-16 RFP IT Servers (Revised)**. 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

Dell Marketing, LP  
ATTN: Cory Dial  
One Dell Way  
Round Rock, TX 78682

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DAWSON COUNTY, GEORGIA**

**Attest:**

**By:** \_\_\_\_\_  
**Name:** Mike Berg  
**Title:** Chairman, BOC

**By:** \_\_\_\_\_  
**Name:** Danielle Yarbrough  
**Title:** County Clerk

**CONTRACTOR:**

**Attest:**

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

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

# Vendor's Price Proposal Form




**BID #265-16 RFP IT SERVERS (REVISED)  
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Dell Marketing, L.P.

Hardware	\$	83,168.08
Software & Peripherals	\$	68,121.39
Labor	\$	75,590.00
Environmental Fes	\$	0
Shipping	\$	0
<b>Project Total</b>	<b>\$</b>	<b>226,879.47</b>
Start Date:	March 1, 2016 or mutually agreed upon date	
Length of Project:	6 contiguous weeks	

Note : Attach warranty information to this form.

  
 \_\_\_\_\_  
 Authorized Representative (Signature)

February 8, 2016  
 \_\_\_\_\_  
 Date

Stan Parish, Senior Proposal Manager  
 \_\_\_\_\_  
 Authorized Representative /Title  
(Print or Type)

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



# Vendor's Price Proposal Form

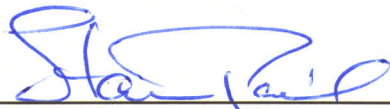


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February 8, 2016  
Date

Stan Parish, Senior Proposal Manager  
Authorized Representative /Title  
(Print or Type)

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





# Statement of Work

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## 1 INTRODUCTION

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This Statement of Work ("SOW") sets forth the Services (as defined herein) to be performed by Dell Marketing LP ("Dell") to Dawson County ("Customer"). The Services performed, provided under this SOW, are governed by and subject to the terms and conditions specified in: Customer's separately signed master agreement to the extent that agreement expressly authorizes Customer to purchase the Services described herein; or in the absence of such master agreement, the Professional Services Agreement ("PSA"), which is available at [www.dell.com/PSATerms](http://www.dell.com/PSATerms) and in hardcopy from Dell upon request, and, if applicable, is incorporated by reference in its entirety herein, and the parties acknowledge having read and agree to be bound by such terms (the master agreement or PSA, as applicable, the "Agreement").

## 2 TERM

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The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW; provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell's completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

## 3 SUMMARY OF SERVICE

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Dell will provide the services as specifically described herein (the "Services"), which include the following:

- The infrastructure at Dawson County will be upgraded to the latest technology and versions of what is in place today including the installation of a new VMware virtualization environment, upgrade of Active Directory, upgrade and migration of Microsoft Exchange, an upgrade of VMware ESXi at the Sheriff's office, and the decommission of the legacy servers once complete.

## 4 SCOPE OF SERVICE

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### 4.1 Introduction

The objective of the Services is to review the current infrastructure, and upgrade the datacenter to the latest and greatest supported versions of virtualization, directory services, and messaging.



## 4.2 Detailed Description

Dell will perform the following Engineering activities during the term of this SOW:

### *Hardware Installation*

- Install and configure new Dell servers (up to 5)
- Install and configure new storage switches (up to 2)
- Install and configure new storage for use with VMware infrastructure

### *VMware vSphere Installation (Primary Site)*

#### Plan

The planning phase aligns the Customer's business and technology goals with the virtual infrastructure implementation to provide a blueprint for deployment. During the Planning phase, the consultant will work with the Customer to gather requirements for VMware Infrastructure, including server hardware, network and storage requirements for the applicable number of vCenter Server and vSphere ESXi hosts.

Deliverables for this phase include details for the following virtual infrastructure components:

- vCenter Server
- Database server (required for vCenter)
- vSphere ESXi host hardware configuration
- IP networking requirements and configuration
- Storage sizing and configuration

Each of the general requirements identified in the Planning Phase will be used to guide the technical implementation decisions made during the Design Phase.

#### Design

To transform the general requirements gathered during the Planning Phase, the consultant will lead a series of sessions with key stakeholders. 1:1 discussions with key members of the server, storage, networking, application and business units are necessary to fully understand the current environment, staff responsibilities, ensure the implementation conform to the Customer's naming standards, and to consider how current and planned projects may influence the design. Broader discussions will also be led by the consultant to establish design criteria, review alternatives and validate the strategy to optimize the virtual infrastructure design.

At the conclusion of the design phase, a wrap-up session will be held to discuss critical success factors, potential constraints and risks and to whiteboard to overall design and alternatives for the Customer.

Deliverables for this phase include the following:

- Design based on Customer requirements to deploy vCenter Server and ESXi hosts
- Minimum vSphere ESXi Server requirements including RAM, network cards, and storage adapters
- Recommended logical and physical network topology and data center interrelationships
- Virtual Machine distribution including clusters, raw disks, and security constraints for ESXi Servers
- Recommended logical and physical storage and size and number of shared VMFS volumes and/or raw LUNs
- vCenter design and architecture:
  - vCenter Management Server



- vCenter Database Network Connectivity
- vCenter Datacenters and topology (vMotion domains)
- VMware HA
- VMware DRS (where applicable)
- Resource Pools
- VMware Update Manager
- vSphere ESXi server networking:
  - vSwitch configuration
  - vMotion
  - VLANs (where applicable)
  - Bonds/NIC Teams (where applicable)

### Build

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to five (5) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implements antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

### Test

Once the base VMware Infrastructure is built, the test plan will be executed to validate the environment and ensure all equipment and software performs as expected. Including:

- Guest deployment from template
- vMotion
- Simulation of NIC or switch failure to test NIC failover
- VMware HA event simulation and observation of resulting actions
- DRS (where applicable)

The Test Phase must be completed successfully and any required corrections made prior to starting the Migrate phase

### Manage

During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:



- vCenter Server
- vSphere ESXi server deployment and installation, including hardware configuration, PCI peripheral layout and Bios and firmware settings
- EXT3 SAN Partitioning (If booting from SAN)
- HBA Setup (where applicable)
- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration

#### ***VMware vSphere Upgrade (Sherriff's Office)***

##### **Build**

During the Build Phase, the consultant will upgrade one (1) vCenter Server and up to three (3) vSphere ESXi hosts to 6.x per the blueprint developed during the design phase. Leveraging the design blueprints, the consultant will configure network and storage connectivity and implements antivirus agents, backup and recovery and alert monitoring as applicable.

Deliverables for this phase include:

- Upgraded and configured VMware Infrastructure, per the blueprint developed during the design phase
- An updated base template for virtual machine deployment
- Updated Assembly and Configuration document, reflecting the Customer's specific configuration

Once the Build Phase is complete, testing of each of the major components and features of the new environment must be conducted prior to deploying or migrating any production workloads into the virtual infrastructure.

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- VMware HA event simulation and observation of resulting actions
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The Test Phase must be completed successfully and any required corrections made prior to starting the Migrate phase

##### **Manage**

During the Manage phase, documentation regarding the as-built state of the virtual infrastructure will be provided. The documentation provided will cover the following topics:

- vCenter Server
- vSphere ESXi server deployment and installation, including hardware configuration, PCI peripheral layout and Bios and firmware settings
- EXT3 SAN Partitioning (If booting from SAN)
- HBA Setup (where applicable)



- VMFS Partitioning and LUN layout guidance
- Virtual NIC (vmnic) and Physical NIC (pNIC) bonding and failover/load balancing configuration

### ***Microsoft Active Directory Upgrade***

#### **Assessment**

Provider will validate the AD components for production use based on design discussion.

- Active Directory
  - Validate AD Global Catalogs (where applicable)
  - Validate AD Domain Controllers (where applicable)
  - Validate AD Read-Only Domain Controller (where applicable)
- Validate and/or configure DNS servers and applicable zones
  - Verify DNS replication
  - Establish necessary DNS records (including reverse-lookup) for any systems that do not dynamically register
- DHCP
  - Validate current DHCP infrastructure
  - Validate DHCP options per best practices

#### **Implementation**

Provider will lead and assist with the implementation of infrastructure services necessary for the client migration.

- Install and configure up to three (3) Active Directory Domain Controllers on Windows Server 2012 R2
- Decommission legacy Windows domain controllers
- Upgrade domain and functional level to a minimum of Windows Server 2012 R2
- Configuration of Sites and Services
- Configuration of AD DNS

### ***Microsoft Exchange Upgrade (2013/2016)***

#### **Assessment**

- Review the existing Exchange environment
  - Analyze the organization, server, and information store configurations and policies
  - Review Mailbox Database(s) and Placement, Logs, and Quotas
  - Analyze the Exchange Cluster and any specific cluster dependencies for migration
  - Analyze the current message routing
  - Review the performance of the existing Exchange environment and note any current issues
  - Analyze current client access methods and network security of the Exchange environment
  - Analyze 3rd party integrations into the Exchange environment including Blackberry Enterprise Server, Faxing, Anti-Virus/Anti-Spam, and archiving solutions (as applicable)
- Review the existing Exchange Backup and Disaster Recovery plans and capabilities (if applicable)
- Review the existing storage and networking environments as it pertains to Exchange



- Review the existing virtualization infrastructure as it pertains to Exchange
- Review the current Active Directory environment as it relates to Exchange functionality
- Review existing automated calendars and mailboxes
- Review RSA two-factor integration with OWA

#### Design

- Conduct interviews with the appropriate staff to discuss aspects of the Exchange design
  - Disaster Recovery requirements
  - Available bandwidth between the secondary DR site
  - Archiving requirements
  - Mailbox sizing requirements
  - Message routing requirements
  - Client Access requirements
  - Network Access and Security requirements
  - IronPort integration
- Review any necessary modifications to the Active Directory environment
  - Forest and Domain functional levels
  - Active Directory Sites and Site Links
  - Domain controller placement
  - Global Catalog placement
  - DNS name resolution
  - Service Accounts required
- Review the SMTP name space design
  - Document TLS encryption (if required)
- Review the Server Design including recommendations for server virtualization:
  - Hub Transport Role Servers
  - Mailbox Role Servers
  - Client Access Role Servers
  - Database Access Groups
  - Edge Transport Role Servers (if necessary)
- Review the public folder design and replication
- Review the message routing design
- Review the client access methods design:
  - Internal Access methods
    - > Full Outlook Clients and versions
    - > Client upgrade requirements
    - > Outlook Web Access
  - Remote Access methods:
    - > Outlook Web Access
    - > ActiveSync
    - > Outlook Anywhere (RPC over HTTPS)
    - > Blackberry Support



- Review the Implementation Plan/Migration Plan for Exchange 2013 with IT staff
- Decommission legacy Exchange servers once complete

#### Upgrade

- Verify system requirements
- Confirm prerequisite steps are done
- Configure disjoint namespace (if needed)
- Select an offline address book for all Exchange mailbox databases
- Configure Exchange-related virtual directories (if needed)
- Add digital certificates on the Client Access server
- Move arbitration mailbox
- Configure Unified Messaging (if needed)
- Configure legacy Edge Transport server
- Enable and configure Outlook Anywhere
- Configure service connection point
- Configure DNS records
- Move mailboxes to Exchange 2013
- Move public folder data to Exchange 2013

### 4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.



- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

#### 4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- 2) Customer has all licenses, or will purchase as part of this project, for Microsoft Windows 2012 Servers, Microsoft Exchange, VMware vCenter and ESXi
- 3) During the design/planning phase, either Microsoft Exchange 2013 or 2016 may be chosen based on current infrastructure and application requirements and dependencies.
- 4) Customer does not have any application or infrastructure dependencies for Windows 2003

#### 4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.





Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

#### 4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 6 contiguous business weeks.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Phase	Estimated Duration	Onsite/Offsite
Engineering	30 Days	Onsite / Offsite
PM	6 Days	Offsite
Architect	5 Days	Onsite / Offsite

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

#### 4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

#### 4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) Active Directory As Built
- 2) VMware Design Workbook
- 3) Exchange As Built

#### 4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

### 5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.



Charges shall be as follows:

## 5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: USD \$75,590. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

### 5.1.1 One-Time Charge Following Customer Signature

Dell will invoice Customer upon Customer signature of the SOW the following One-Time Charge:

One-Time Charge: USD \$75,590

### 5.1.2 Expenses

Expenses are included in the Charges under this SOW. Unless the Scope changes, pursuant to the Change Management Process, Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable and necessary travel and living expense.

## 5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

## 6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at [www.dell.com/servicecontracts/RFC](http://www.dell.com/servicecontracts/RFC)



The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

## 7 OTHER PROVISIONS

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- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
  - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
  - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
  - c) We limit usage of your reference to no more than once/month.
  - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.

## 8 GENERAL

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Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.



## 9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Dawson County

Dell Marketing LP

By: .....

By: .....

Printed: .....

Printed: .....

Title: .....

Title: .....

Date: .....

Date: .....

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to  
Fax: 512-283-7899, Attention: Intake Manager, RE: SFID.  
The purchase order amount should include estimated expenses, if they are billable.



**Backup material for agenda item:**

3. Presentation of Parade & Assembly Permit for 4-H Rabies Clinic to be held 4/16/2016 -  
Director of Planning & Development Rachel Burton/Extension Office Coordinator Clark  
MacAllister



# 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: Planning & Development

Presenter: Rachel Burton & Clark MacAllister

Submitted By: Rachel Burton

Date Submitted: 3/14/2016

Item of Business/Agenda Title: Parade & Assembly Permit for 4-H Rabies Clinic on 4/16/2016 at Government Center parking lot

**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: 4/16/2016

Purpose of Request: Approval of Parade & Assembly Permit for 4-H Rabies Clinic

Department Recommendation: Director Burton recommends approval of permit as applied.

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: Rachel Burton Date: 3/14/2016

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

County Manager Authorization: Randall Dowling Work Session Date: 3/24/2016

Comments: \_\_\_\_\_

Attachments: Yes





**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Parade & Assembly Permit – 4-H Rabies Clinic – 4/16/2016

**DATE:** 03/14/2016

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

**BUDGET INFORMATION:**

**ANNUAL-**  
**CAPITAL-**

**COMMISSION ACTION REQUESTED ON:** 04/07/2016

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**PURPOSE:** Parade & Assembly Permit for 4-H Rabies Clinic to be held in the Government Center parking lot on April 16, 2016 from 10:00 am to 1:00 pm. This permit is required per the Parades, Public Assemblies, Demonstrations and Rallies in Public Places Ordinance which states, “Every organization, group of persons, or entity seeking to use sidewalks or public roads or public property other than a public meeting room within the unincorporated area of Dawson County for the purpose of a parade, public assembly, demonstration or rally shall obtain a permit from Dawson County before engaging in any such activity, unless such a permit is exempted under state law or the activity is otherwise exempted by law, ordinance, or other valid regulation.” This event is located within the city limits; however permits have been required for events taking place on county property.

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**HISTORY:** This event has been held here for the past two years.

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**FACTS AND ISSUES:** The applicant has provided the required insurance certificate since live animals will be involved.

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**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:** Motion to approve the Parade and Assembly Permit as presented.

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**DEPARTMENT:**

Prepared by: Rachel Burton\_\_\_\_\_

Director: Planning & Development

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Dawson County  
 Planning & Development  
 25 Justice Way, Suite 2322  
 Dawsonville, GA 30534  
 (706) 344-3500

Permit for  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies  
 In Public Places

Date Received: 3/14/2016

Applicant answers all questions on pages 1-4; attach separate sheet(s) if necessary.

Application must be received a minimum of 30 days prior to event and must be complete and legible.

PARADE     RALLY     PUBLIC DEMONSTRATION     PUBLIC ASSEMBLY     ROAD CLOSING     OTHER

- Name of Event: 4-H Rabies Clinic
  - Location of Event: Courthouse - Main Parking Lot      TMP # \_\_\_\_\_
  - Date(s) of Event: 4/16/2016
  - Time of Event: Start: 10:00 a.m./p.m.      End: 1:00 a.m./p.m.
4. Provide information listed below for the main contact person responsible for the organization of this event:

Name: <u>Clark MacAllister</u>	Title: <u>County Extension Coordinator</u>
Organization: <u>Extension Service</u>	Telephone #: <u>706-265-2442</u>
Email Address: <u>clarkmac@uga.edu</u>	Cell Phone #: <u>706-429-7673</u>
Address: <u>298 Academy Ave.</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

5. Provide information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>Samantha Graves</u>	Title: <u>4-H Program Assistant</u>
Organization: <u>Dawson County Extension</u>	Telephone #: <u>706-265-2442</u>
Address: <u>298 Academy Ave.</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name:	Title:
Organization:	Telephone #:
Address:      City:      State:      Zip Code:	

Name:	Title:
Organization:	Telephone #:
Address:      City:      State:      Zip Code:	

Name:	Title:
Organization:	Telephone #:
Address:      City:      State:      Zip Code:	

6. Expected number of participants: 200
7. Physical description of materials to be distributed: Rabies vaccinations
8. How do participants expect to interact with public? Sign-up forms
9. Route of event: (attach a detailed map of the route) Main parking lot of Courthouse

9.a. Number and type of units in parade: \_\_\_\_\_

9.b. Size of the parade: \_\_\_\_\_

10. Will any part of this Event take place within the City Limits of Dawsonville? Yes (County property)

If YES, do you have a permit for the event from the City? No Date Issued: \_\_\_\_\_ \* Attach Copy

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? \_\_\_\_\_ Yes  No If YES, please explain in detail: \_\_\_\_\_

12. List all prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County for which you obtained a permit: (Also include dates – attach separate sheet, if necessary). ~~None~~

Rabies Clinic - 2014, 2015

**Details:** Please outline what your event will involve: (number of people / life safety issues / vendors / cooking / tents / rides / handicap parking / egress) – attach separate sheet if necessary.

Participants will drive into parking lot. After registration, they will get back into their cars and drive into the line to see the veterinarian. The vets will administer rabies shots to pets already in owners' vehicles. Participants will then exit the parking lot.

**Route or Lay Out:** (attach a detailed site plan)

What participation, if any, do you expect from Dawson County Emergency Services? None

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What participation, if any, do you expect from the Dawson County Sheriff Department? None

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**Insurance Requirements:**

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above?  Yes  No If yes, which one(s)? Live animals

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be **\$1,000,000.00 per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached?  Yes  No  Not applicable to this event

Additional information/comments about liability insurance: Liability insurance is also provided by the Extension office to Y-H members at each event. (American Income Life)

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Additional information/comments about this application: \_\_\_\_\_

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**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY;  
AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.**

**APPLICATION:**

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

**RELEASE & WAIVER OF LIABILITY:**

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

**AGREEMENT FOR FINANCIAL RESPONSIBILITY:**

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

Sworn to and subscribed before me  
this 7 day of March 2016.

Marjean Miller  
Notary Public, State of Georgia

My Commission Expires: November, 2017

A. Clark MacAllister  
Applicant's Printed Name

[Signature]  
Applicant's Signature

**Marjean Miller**  
Notary Public  
State of Georgia  
Dawson County  
My Comm expires 11-18-17

**Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.**



Dawson County  
Planning & Development  
25 Justice Way, Suite 2322  
(706) 344-3500

Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places  
**(EMERGENCY SERVICES)**

**EMERGENCY SERVICES:** Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Rabies Clinic Date(s) of Event: April 16, 2016

Any anticipated problems with proposed route? \_\_\_\_\_  
\_\_\_\_\_

Any anticipated problems with the designated location for participants to assemble? None

How many personnel will be required for this event? None

Estimated cost for personnel: 0

Number and type of vehicles required: 0

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: None

Estimated cost for equipment: None

Additional comments/concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Services: APPROVED:  YES  NO (Please also sign off on page 8 of application.)  
By: [Signature] Date: 03/09/16



Dawson County  
Planning & Development  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places  
**(SHERIFF DEPARTMENT)**

**SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)**

Name of Event: Robbies Clinic Date(s) of Event: April 16, 2016

Any anticipated problems with proposed route? None

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 0

Estimated cost for officers: 0

Number of vehicles required: 0

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: None

Estimated cost for equipment: 0

Additional comments/concerns/recommendations: None

Sheriff Department: APPROVED:  YES  NO (Please also sign off on page 8 of application.)

By: Billy Carter Date: 3/7/16



Dawson County  
Planning & Development  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534  
(706) 344-3500

Permit for  
Parades, Public Assemblies,  
Demonstrations, and Rallies  
In Public Places  
*(Marshal / Public Works / Environmental  
Health / Parks & Recreation)*

PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)  
(Please also sign off on page 8 of the application.)

MARSHAL: N/A

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

PUBLIC WORKS: N/A

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

ENVIRONMENTAL HEALTH: N/A

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_

PARKS & RECREATION: N/A

APPROVED:  YES  NO By: \_\_\_\_\_ Date: \_\_\_\_\_





Dawson County  
 Planning & Development  
 25 Justice Way, Suite 2322  
 Dawsonville, GA 30534  
 (706) 344-3500

Permit for  
 Parades, Public Assemblies,  
 Demonstrations, and Rallies  
 In Public Places  
 (APPROVALS)

**Office Use Only:**

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.	Billy Carlisle	<i>[Signature]</i>	3/7/16
Emergency Services	Lunier Swattal	<i>[Signature]</i>	03/09/16
Marshal's Office	N/A		
Public Works Dept.	N/A		
Environmental Health	N/A		
Parks and Recreation	N/A		
State Park Office	N/A		
Georgia Dept. of Transportation	N/A		

Dawson County Board of Commissioners:

Work Session Date: 3/24/2016

Voting Session Date: 4/7/2016

Approved:

Attest:

\_\_\_\_\_  
 Mike Berg, Chairman  
 Dawson County Board of Commissioners

\_\_\_\_\_  
 Danielle Yarbrough, County Clerk

cc: (as applicable)

Applicant  
 County Attorney  
 Sheriff Dept.  
 Emergency Services

Marshal Dept.  
 Environmental Health  
 Public Works  
 Parks and Recreation

GA DOT (Brent Cook)  
 GA State Parks

PERMIT #

PAR-9551

DATE ISSUED:

4/16/2016

STATE OF GEORGIA  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
CERTIFICATE OF INSURANCE

<b>Name and Address of Agency</b> Department of Administrative Services Risk Management Services P.O. Box 38198, Capitol Hill Station Atlanta, Georgia 30334	<b>Coverages Afforded By:</b> Company Letter A State of Ga. Risk Management Services Company Letter B Great American Insurance Company Company Letter C Company Letter D Company Letter E
<b>Name and Address of Insured</b> Board of Regents University of Georgia 4435 Atlanta Highway Bogart, Georgia 30622	

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured when sued in state courts.	TCP 401-14-16	6/30/2016	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued individually. C STATE AUTHORITY POLICY. Coverage applies when Authority is sued in federal court	CGL 401-14-16	6/30/2016	PER PERSON \$1,000,000 AGGREGATE \$3,000,000  OCCURRENCE POLICIES (X)
Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> is checked.				
A	COV. AUTOMOBILE LIABILITY COVERAGE D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court	TCP 401-14-16	6/30/2016	C.S.L. PER PERSON \$1,000,000 AGGREGATE \$3,000,000
	E Physical Damage Coverage			Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes <input type="checkbox"/> no <input type="checkbox"/>			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other (Fidelity Bond)	GVT 554-39-95-15	6/30/2016	\$50,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

**CANCELLATION:**

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER  <b>TO WHOM IT MAY CONCERN</b>
---

DATE ISSUED: 6/24/2015

*Wanda S. J.*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

2016 4-H Rabies Clinic

April 16, 2016

Routes:

Dr. Ed Holton, All Animals Veterinary Hospital

Stop 1: Burt's Pumpkin Farm

Stop 2: Dawson County Courthouse parking lot

Dr. Emily Baldwin & Dr. Will Baldwin, Dawsonville Veterinary Hospital

Kilough Elementary School

Rabies vaccinations: \$10, Parvo & Distemper shots available for extra (TBD)

For information please call Dawson County Extension at 706-265-2442, [uge1085@uga.edu](mailto:uge1085@uga.edu)

**Backup material for agenda item:**

4. Presentation of SR 52 @ SR 183 Roundabout Lighting Agreement - Public Works  
Director David McKee



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department Public Works

Presenter: David McKee

Submitted By: Cara Ingley

Date Submitted: 3-7-16

Item of Business/Agenda Title: SR 52 @ SR 183 Roundabout Lighting Agreement between Dawson County and GDOT.

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

### THE ITEM IS FOR:

**Work Session presentation only**  
(no action needed)

**OR**  **Commission Action Needed.**

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

Purpose of Request: To approve the SR 52 @ SR 183 Roundabout Lighting Agreement between Dawson County and GDOT.

Department Recommendation: Approve the Agreement as proposed by GDOT.

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

Yes Explanation/ Additional Information: We have emailed the document to him, and have no comment as of 3/7.

No

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

Yes Explanation/ Additional Information: We will budget accordingly once project is completed during 2018.

No

Amount Requested: \$0 for FY 2016

Amount Budgeted: \$0 for FY 2016\*

\*Will request up to \$1,200 for FY 2018 once project is completed for electric usage and repair and maintenance expenses.

Fund Name and Account Number: General Fund: 100-00-4220-531231-000 Energy – Elec/Hwy Signals

#### Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 3-7-2016

Finance Dept. Authorization: Natalie Johnson

Date: 03/07/2016

County Manager Authorization: Randall Dowling

Work Session Date: 3-24-16

Comments: \_\_\_\_\_

Attachments: Yes





**DAWSON COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** SR 52 @ SR 183 Roundabout Lighting Agreement

**DATE:** 3-7-16

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 4-7-16 Voting Session

**PURPOSE:** To approve the SR 52 @ SR 183 Roundabout Lighting Agreement between Dawson County and GDOT.

**HISTORY:** The Board approved and executed a letter of support for the construction of a roundabout at this location during the June 4, 2015 voting session. That letter of support was submitted to GDOT. As part of that letter of support was the condition that the county pays for the electric usage and repair and maintenance of the lighting system after the installation by GDOT.

**FACTS AND ISSUES:** The electric usage and repair costs are estimated to be approximately \$75-\$100 per month for the entire roundabout. Since the roundabout will not be completed until after 2018 according to GDOT's State Transportation Improvement Program (STIP), the electric usage and repair and maintenance costs will not be budgeted until FY 2018.

**OPTIONS:** Approve the Agreement as drafted, recommend changes and approve, or deny.

**RECOMMENDED SAMPLE MOTION:** Motion to approve the Lighting Agreement as drafted.

**DEPARTMENT:** Public Works

Prepared by: Cara Ingley

Director David McKee

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

October 26, 2015

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

**RE: Roundabout lighting assistance for SR 52 @ SR 183 – P.I. No. 0000315; Dawson County**

Dear Mr. Berg,

The Department will require a signed agreement for roundabout lighting installed as part of the above referenced project. The lighting shall be administered in the form of a *Local Government Lighting Project Agreement* (LGLPA). It will be the responsibility of the County to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are five (5) original copies of the proposed LGLPA between the Georgia Department of Transportation and Dawson County, for County and State participation. It is requested that a Resolution be secured from the Board of Commissioners before entering into the Agreement. By virtue of the Resolution, the County can then enter into the Agreement. The Resolution/Agreement process can be done concurrently. If you concur with the terms of this Agreement, please attach an official copy of the Resolution (including all signatures and seals) to each of the Agreements. Then, please obtain the necessary signatures and appropriate seals from the Board of Commissioners on all 5 copies of the Agreement and return all 5 copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement as this will be completed upon execution by the Department.* We will return one copy of the executed Agreement for your files.

Also enclosed is a Georgia Security and Immigration Compliance Act Affidavit. We ask that this be completed and returned along with the LGLPA package.

If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

A handwritten signature in blue ink, appearing to read "WHD AR".

**For:** Brent A. Story, P.E.  
State Design Policy Engineer

BAS: WDT: rg

cc: Emily Dunn, Chairman; State Transportation Board, Congressional District 9  
Meg Pirkle, Chief Engineer  
Brent Cook, District Engineer  
Glenn Bowman, Director of Engineering



**Robert L. Graham, Jr.**

**Office of Design Policy & Support**

**If you have any questions, please contact me anytime.**

Thanks,



*Senior Design Engineer – Roadway Lighting  
Georgia Department of Transportation  
Office of Design Policy & Support, 26th Floor  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
(404) 631-1684 - office  
e-mail: [rgraham@got.ga.gov](mailto:rgraham@got.ga.gov)*

**Have you remembered to:**

- 1) Return all five (5) affidavits to the above address?**
- 2) Enclose a completed Security Immigration Affidavit?**
- 3) Enclose a Resolution?**
- 4) Leave the date on p.1 of the agreements blank?**
- 5) Sign/seal only on the right ½ of p.4 ? (see attached SAMPLE)**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contracting Entity: **DAWSON COUNTY**

Address:

Contract No. and Name: **0000315-0-0**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

**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 52 @ SR 183 project, said lighting to be installed under P.I. No. 0000315, 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 52 @ SR 183 project, said lighting to be installed under P.I. No. 0000315, 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:

\_\_\_\_\_  
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
WITNESS

BY \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Notary Public

(SEAL)

This Agreement  
approved by the Board of  
Commissioners at a meeting held at

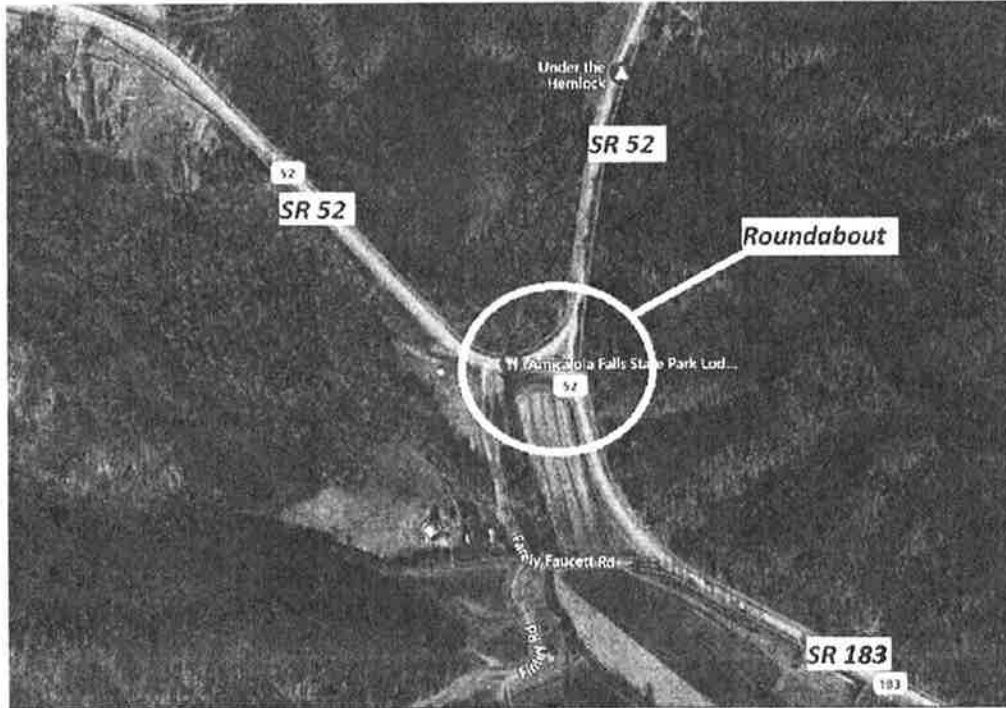
\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

ATTEST:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Commission Clerk

## Attachment "A"



### Project Location Map

**SR 52 @ SR 183 - Dawson County  
P.I. No. 0000315**

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

**INDICATION OF ROUNDABOUT SUPPORT**

Georgia Department of Transportation  
Office of Design Policy & Support  
One Georgia Center ~ 26<sup>th</sup> Floor  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
ATTN: Walt Taylor, Design Group Manager

**Location**

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

Description: SR 52 relocation @ SR 183 extension

State/County Route Numbers: (see above)

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

**Associated Conditions**

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

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof. The Department will work with Dawson County on the layout and design.

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 the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This 4th day of June, 2015

Attest:

Danielle Yarbrough  
County Clerk

By: [Signature]

Title: Chairman





February 11, 2016

Thank you for attending the Public Information Open House for the proposed SR 52 at SR 183 roundabout, PI Number 0000315. Our goal is two-fold: 1) to provide you with information on the proposed project and 2) to provide an opportunity for you to give us your comments on the proposed project. In this handout package, you will find a description of the project, a location map, and a comment card.

As you enter the room, please take a look at the project display. Georgia Department of Transportation (Georgia DOT) representatives, wearing nametags, are available to discuss the project and answer your questions. There will be no formal presentation.

We hope you will take the opportunity to tell Georgia DOT what you think. Listed below are several ways to comment on the project. Your comments are important to us and, should you provide comments by one of the methods noted below, we will respond to you in writing usually within 30 days of the close of the comment period. All comments will become part of the project's official record.

While you are attending the open house, you can **provide your comments today** by filling out the comment card provided with this handout and dropping it in the comment box, or you may choose to provide your verbal comments to the court reporter who will transcribe your comments.

You can also **provide your comments by Monday, February 22, 2016** by using any of the following methods:

- Online at [www.dot.ga.gov/PS/Public/PublicOutreach](http://www.dot.ga.gov/PS/Public/PublicOutreach).
  1. From the menu, select the county in which the proposed project is located and click *Go*;
  2. Then select SR 52 at SR 183 roundabout;
  3. Lastly, click *Comment* and follow the instructions to leave your comments.
- Mail in your comment card to Mr. Eric Duff, Georgia Department of Transportation, 600 West Peachtree Street NW, 16<sup>th</sup> Floor, Atlanta, Georgia 30308.
- Email your comment to: [ProjectComments@dot.ga.gov](mailto:ProjectComments@dot.ga.gov). This is a general mailbox so be sure to include the County, PI Number 0000315 and meeting date in the Subject line so that the email gets to the right project team.

The project displays and plans will be available for review for ten days after this open house at the website noted above. Hardcopies will also be available at the Georgia DOT District 1 Office located at 2505 Athens Hwy SE, Gainesville, GA 30507. Following the ten-day public comment period, a copy of all comments received will be available by request at the Atlanta address listed above.

Again, thank you for attending this open house. If you should have any questions or need additional information, feel free to contact the project manager, Steven Heng, at (404) 631-1161 or the environmental analyst, Ryan Perry, Ph.D., at (404) 631-1271 in the Office of Environmental Services.

Sincerely,

A handwritten signature in black ink that reads "Eric Duff" followed by a circled letter "B".

Eric Duff  
State Environmental Administrator  
Georgia Department of Transportation

**Why We Are Here:** The State Route (SR) 52 Relocation at the SR 183 Extension project is programmed as a safety intersection improvement project in Dawson County. The project is identified in the 2015-2018 State Transportation Improvement Program (STIP). The SR 52 Relocation at SR 183 Extension intersection safety improvement project was recommended by GDOT District One and was initially proposed due to poor sight distance and poor horizontal alignment at the existing intersection.

**Project Description:** Both SR 52 and SR 183 are classified as two lane rural major collectors. The truck percentage for SR 52 is 12 percent at the intersection and the speed limit is 55 mph for both state routes. There is a 72-foot long, 9-foot by 6-foot triple barrel box culvert under SR 52 where it crosses the Little Amicalola River.

The project proposes improvement to the existing intersection by constructing a 130-foot diameter roundabout, with each of the three approaching legs remaining two-lane rural major collectors. The project also proposes an extension of the triple box culvert and additional right of way for construction (approximately a 30- to 200-foot extension in width).

### Comment Card

Please print responses.

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Do you support the project? (check your response)

- For**
- Against**
- Conditional**
- Uncommitted**

General Comments \_\_\_\_\_

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

How did you hear about this Open House? (check)  **Newspaper**  **Signs**  **GDOT Website**  **Radio**

**Word of Mouth**  **Social Media**  **Other** \_\_\_\_\_

Was the location of the Open House convenient for you to attend?  **Yes**  **No**

If no, please suggest a general location that is more convenient to your community.

\_\_\_\_\_

Was the time of the meeting convenient for you to attend?  **Yes**  **No**

If no, please suggest a time frame that is more convenient for you.

\_\_\_\_\_

Were your questions answered by GDOT personnel?  **Yes**  **No**

Do you understand the project after attending this meeting?  **Yes**  **No**

Please share your suggestions on improving the ways GDOT conducts Open Houses:

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

Mail to:  
 Mr. Eric Duff, State Environmental Administrator  
 Georgia Department of Transportation  
 600 West Peachtree Street, NW – 16<sup>th</sup> Floor  
 Atlanta, Georgia 30308  
 Email to: ProjectComments@dot.ga.gov

## STATE TRANSPORTATION IMPROVEMENT PROGRAM

### Dawson

Project: **0000315** Type Work: Intersection Improvement

Descp: SR 52 RELOCATION @ SR 183 EXTENSION / MP  
3.7 TO 5.3

Lanes: Exist 0 Prop. 4 Length: 1.60

Total Project Cost: \$ 5,634,071

Total Project Authorizations: \$ 489,889

Total Parcels: 0

Project Details: Intersection safety improvements- Intersection capacity & operational improvements- enhanced mobility

Phase	Fund	Year	Federal	State	Other	Total
PE	NHPP	2014	\$391,912	\$97,978	\$0	\$489,889
ROW	NHPP	2018	\$269,174	\$67,293	\$0	\$336,467
CST	NHPP	After 2018	\$3,846,171	\$961,543	\$0	\$4,807,714

Project: **0007030** Type Work: Replace Bridge

Descp: SR 9 @ ETOWAH RIVER

Length: 0.50

Total Project Cost: \$ 3,486,544

Total Project Authorizations: \$ 190,000

Total Parcels: 6

Phase	Fund	Year	Federal	State	Other	Total
PE	STP	2015	\$8,000	\$2,000	\$0	\$10,000
ROW	Bridge	2014	\$152,000	\$38,000	\$0	\$190,000
CST	STP	2015	\$1,790,771	\$447,693	\$0	\$2,238,464
UTL	STP	2015	\$838,464	\$209,616	\$0	\$1,048,080

Project: **0007169** Type Work: Replace Bridge

Descp: SR 136 @ ETOWAH RIVER 5.7 MI EAST OF  
DAWSONVILLE

Length: 0.32

Total Project Cost: \$ 1,958,785

Total Project Authorizations: \$ 0

Total Parcels: 5

Phase	Fund	Year	Federal	State	Other	Total
PE	STP	2015	\$8,000	\$2,000	\$0	\$10,000
ROW	STP	2015	\$143,616	\$35,904	\$0	\$179,520
CST	STP	2017	\$1,415,412	\$353,853	\$0	\$1,769,265

Project: **0009022** Type Work: TE-Bike/Ped Facility

Descp: DAWSON COUNTY COMMUNITY CULTURAL  
TRAILWAY - PHASE I

Length: 0.00

Total Project Cost: \$ 482,241

Total Project Authorizations: \$ 0

Total Parcels: 5

Phase	Fund	Year	Federal	State	Other	Total
CST	STP	LUMP	\$385,793	\$0	\$96,448	\$482,241

Uses Lump Sum Bank: TRANSPORTATION ENHANCEMENT (TE) FOR FY 2015 - FY 2018

Project: **0009938** Type Work: Roundabout

Descp: SR 53 @ SR 183

Length: 0.56

Total Project Cost: \$ 2,420,520

Total Project Authorizations: \$ 0

Total Parcels: 18

Phase	Fund	Year	Federal	State	Other	Total
ROW	HSIP	LUMP	\$876,017	\$0	\$0	\$876,017
CST	HSIP	LUMP	\$1,525,776	\$0	\$0	\$1,525,776
UTL	HSIP	LUMP	\$18,727	\$0	\$0	\$18,727

Uses Lump Sum Bank: ROADWAY SAFETY FUNDS FOR FY 2015 - FY 2018

**Backup material for agenda item:**

5. Presentation of Bid #267-16 IFB Cardiac Monitors for Dawson County Emergency Services - Emergency Services Director Lanier Swafford

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: Chief Lanier Swafford

Submitted By: Purchasing Director Davida Simpson

Date Submitted: March 14, 2016

Item of Business/Agenda Title: Presentation of Bid #267-16 IFB Cardiac Monitors for DCES

**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: June 9, 2016 is the 90 deadline for BOC to take action

Purpose of Request: Execute a contract with PhysioControl, Inc for the purchase of two (2) LifePak 15 cardiac monitors and trade in two existing cardiac monitors.

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: No contract to be executed.

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: \$64,525 for 2 cardiac monitors

Amount Budgeted: \$65,000

Fund Name and Account Number: SPLOST VI: 324-00-3630-542100-000 Machinery & Equipment - \$61,421.97 (devices).  
General Fund – Emergency Medical Services: 100-00-3630-521300 Technical Services - \$3,103 (maintenance).

#### Administration Staff Authorization

Dept. Head Authorization: Chief Lanier Swafford, DCES

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

Finance Dept. Authorization: Natalie Johnson

Date: 03/17/2016

County Manager Authorization: Randall Dowling

Work Session Date: 3-24-16

Comments: Bid documents can be found at [www.dawsoncounty.org](http://www.dawsoncounty.org)> Bids & RFPs> Bids Under Evaluation. Exhibit A is the bid documents. Exhibit B is the price proposal form.



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** Presentation of Bid #267-16 IFB Cardiac Monitors for DCES

**DATE:** March 15, 2016

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** April 7, 2016

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**PURPOSE:** Execute a contract with PhysioControl, Inc for the purchase of two (2) LifePak 15 cardiac monitors.

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**HISTORY:** Cardiac monitors are a standard purchase with ambulances but they were removed from the current ambulance bid and will be purchased separately because of an immediate need. Approved SPLOST VI purchase. PhysioControl, Inc. is the current provider for LifePak under maintenance now. The name brand, LifePak, was justified for the purposes of standardization (already in use in Dawson County), efficiency, and training.

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**FACTS AND ISSUES:** PhysioControl, Inc. is the most responsive, responsible bidder. DCES is also requesting the BOC to approve two existing LifePak 12s as surplus county property and approve for trade-in on this bid. Additionally, PhysioControl, Inc. is the manufacturer of this device.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Staff respectfully requests the Board to award #267-16 IFB Cardiac Monitors for Dawson County Emergency Services to the most responsive, responsible bidder, PhysioControl, Inc. in the amount of \$64,524.97 (\$61,421.97 from SPLOST VI for the devices and \$3,103.00 from the Emergency Services Dept. for maintenance), declare two existing LifePak 12 cardiac monitors as surplus county property, and approve the trade-in value (\$10,000) to go towards the purchase of the LifePak 15s.

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**DEPARTMENT:**

Prepared by: Davida Simpson, Purchasing Director

Director Chief Lanier Swafford, DCES

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# Cardiac Monitors for DCEs

## Bid #267-16 IFB

WORK SESSION MARCH 24, 2016



# Background

- ▶ Cardiac Monitors are typically part of an ambulance bid
- ▶ This equipment was removed from the SPLOST VI ambulance bid because of immediate needs
- ▶ Approved SPLOST VI purchase
  - ▶ Equipment and accessories
  - ▶ Maintenance must come from another funding source due to SPLOST laws

# List of Items Bid

- ▶ Cardiac Monitor
- ▶ Maintenance & Support
- ▶ Delivery Time
- ▶ Optional: Trade-in of LifePak 12s
  - ▶ Serial Numbers:
    - ▶ #9441648
    - ▶ #8572324



# 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 vendors
- ▶ **1 bid received**

# Evaluation Committee

- ▶ Chief Lanier Swafford, DCES
- ▶ Deputy Chief Ricky Rexroat, DCES
- ▶ Quartermaster Bill Tanner, DCES
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Pricing

Item Bid	PhysioControl, Inc.
2 LifePak 15s	\$71,236.97
Annual Maintenance & Support (After 1 <sup>st</sup> year)	\$3,103.00
Delivery Time	30 days from Purchase Order
S&H	\$185.00
Optional Trade-In Value for 2 LifePak 12s	-\$10,000
<b>Total Cost</b>	<b>\$64,524.97</b>

## Recommendation

Staff respectfully requests the Board to award #267-16 IFB Cardiac Monitors for Dawson County Emergency Services to the most responsive, responsible bidder, PhysioControl, Inc. in the amount of \$64,524.97; and Declare the LifePak 12 cardiac monitors as surplus and approve the trade-in to go towards the purchase of the LifePak 15s.

The total expenditure of \$61,421.97 will come from SPLOST VI and the \$3,103.00 for annual maintenance and support to come from the Department's budget.



**BID #267-16 IFB CARDIAC MONITORS/DEFIBRILLATORS FOR  
DAWSON COUNTY EMERGENCY SERVICES  
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Physio-Control, Inc.

All pricing must be on the forms provided. Additional information may be attached to this form. Please see Quote #00031276 enclosed in Section 3 of this Response for complete pricing information.

Item for Bid	Price
2 – LifePak 15	\$71,236.97*
Warranty	\$0.00**
Maintenance & Support	\$3,103.00***
Delivery Time from Purchase Order	30 days after receipt of valid purchase order, subject to availability.
Shipping & Handling	\$185.00. 3rd Day Air, 2nd Day Air. Next Day Air are available at variable rates.
Trade-In Value for 2 LifePak 12	-\$10,000.00****

*Namita Ioshi*

\_\_\_\_\_  
Authorized Representative (Signature)

March 9, 2016  
Date

Namita Ioshi, Senior Strategic Pricing Analyst  
Authorized Representative/Title  
(Print or Type)

\*Pricing includes 2 LIFEPAK 15 Monitor/Defibrillators and accessories. See Quote #00031276 enclosed in Section 3 of this Response for complete pricing information.

\*\*New LIFEPAK 15 Monitor/Defibrillators are covered for 1 year free of charge. For more warranty information please see the Limited Warranty enclosed in Section 3 of this Response.

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

Bid #267-16 IFB Cardiac Monitors/Defibrillators for DCES

Page 18

\*\*\*Pricing includes Qty 2 LP15-OSCOMP-1-POS and Qty 1 50999-000118. See Quote #00031276 enclosed in Section 3 of this Response for complete pricing information.

\*\*\*\*2 LIFEPAK 12 Biphasic - 3 Feature trade ins. Trade-in values are a function of the market value and the condition of the device at the time of trade in. Values may be subject to change. Please note that device serial numbers are required at time of order. Trade ins are made on a 1:1 basis.



**Backup material for agenda item:**

6. Presentation of Electronic Cigarette Ordinance - County Attorney Joey Homans



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: County Attorney

Presenter: County Attorney Joey Homans

Submitted By: Joey Homans

Date Submitted: 03/17/16

Item of Business/Agenda Title: Presentation of Electronic Cigarette Ordinance

**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: Consideration of an ordinance amending section 38-44 of the Dawson County Code to regulate the use of electronic cigarettes at Park and Recreation areas of Dawson County

Department Recommendation:

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

#### Administration Staff Authorization

Dept. Head Authorization: Joey Homans Date: 03/17/2016

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

County Manager Authorization: Randall Dowling Work Session Date: 3-24-16

Comments: \_\_\_\_\_

Attachments: Draft Resolution



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

**AMENDING SECTION 38-44 OF THE DAWSON COUNTY CODE TO REGULATE  
THE USE OF ELECTRONIC CIGARETTES AT PARK AND RECREATION AREAS  
OF DAWSON COUNTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL  
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dawson County approved an ordinance providing regulations for the Parks and Recreation Department on August 20, 2009; and

**WHEREAS**, the Board of Commissioners of Dawson County deem appropriate updating such rules and regulations.

**NOW, THEREFORE**, the Board of Commissioners of Dawson County adopt this ordinance as follows:

**Section 1. Amending Section 38-44 (Section XXIV of the Ordinance)**

No person shall smoke or use electronic cigarettes or vape products in an enclosed building in any park or recreation facility. Smoking and the use of electronic cigarettes and other vape products shall be prohibited in all outdoor areas where signs are posted restricting the activity. Open areas not posted shall be considered areas where smoking and the use of electronic cigarettes and other vape products are permitted.

**Section 2. No Other Sections Affected**

Except as specifically amended herein, the balance of the ordinance of the Board of Commissioners of Dawson County enacting and enforcing rules and regulations of the park and recreation areas of Dawson County approved on August 20, 2009 remain unchanged.

**Section 3. Severability**

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

invalid for any reason.

**Section 4. Repealer**

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

Approved, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DAWSON COUNTY**

**ATTEST**

By: \_\_\_\_\_  
Mike Berg, Chairman  
Board of Commissioners

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

VOTE: Yes \_\_\_\_\_

No \_\_\_\_\_

Dates of Public Hearings:

Dates of Advertising:



**Backup material for agenda item:**

7. Presentation of Vacant and Burned Structures Ordinance - County Attorney Joey Homans



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: County Attorney

Presenter: County Attorney Joey Homans

Submitted By: County Attorney Joey Homans

Date Submitted: 03/17/2016

Item of Business/Agenda Title: Presentation of Maintenance of Vacant Structures and Structures that have Burned Ordinance

**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 to move forward with public hearings on the ordinance to provide for maintenance of vacant structures and structures that have burned; to provide for the enforcement; to provide penalties; to provide for severability; to repeal conflicting ordinances and resolutions; and for other purposes.

Department Recommendation: \_\_\_\_\_

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

### Administration Staff Authorization

Dept. Head Authorization: Joey Homans Date: 03/17/2016

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

County Manager Authorization: Randall Dowling Work Session Date: 3-24-16



Comments: \_\_\_\_\_

Attachments: Draft Ordinance

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

**TO PROVIDE FOR MAINTENANCE OF VACANT STRUCTURES AND  
STRUCTURES THAT HAVE BURNED; TO PROVIDE FOR ENFORCEMENT; TO  
PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO REPEAL  
CONFLICTING ORDINANCES AND RESOLUTIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dawson County deem appropriate establishing minimum maintenance requirements and standards for vacant structures and structures that have burned to promote and protect the public health, safety, convenience, order and general welfare.

**NOW, THEREFORE**, the Board of Commissioners of Dawson County adopt this ordinance as follows:

**Section 1. Title.**

The title of this ordinance shall be the Dawson County Property Maintenance Ordinance.

**Section 2. Scope.**

This ordinance shall apply to vacant structures and when any building or structure has partially burned and shall constitute the minimum standards.

**Section 3. Definitions.**

Unless otherwise noted, terms not defined herein shall have the meaning defined in the Land Use Resolution, the Subdivision Regulations, or in the absence of such definition, words shall have the common dictionary definition. The words "premises," and "building" shall be construed as if followed by the words "or any part thereof". The following definitions shall apply in the interpretation and enforcement of this ordinance:

*Boarding-up.* Erecting, installing, placing, or maintaining boards over the doors, windows, or other openings of any building or structure or otherwise securing such openings by a means other than the conventional method used in the original construction and design of the building or structure.

*Exterior Property.* The open space on the premises and on adjoining property under the control of owners or operators of such premises.

*Local Agent.* Any person or entity empowered by an owner, mortgagee, or transferee: (1) to ensure security and maintenance; (2) to comply with code enforcement orders issued by the County; (3) to provide a trespass authorization upon request of an enforcement officer; (4) to conduct inspections; and (5) to serve as an

agent authorized to receive any citation under this ordinance and notice pertaining to any court or enforcement proceeding in connection with the enforcement of this ordinance.

*Maintenance.* The act of keeping property, structures or vegetation in a proper condition so as to prevent the decline, failure or uncontrolled growth.

*Owner.* Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded with the State of Georgia or Dawson County as holding title to the property; or otherwise having control of the property including a fiduciary appointed for any person and the executor or administrator of an estate if ordered to take possession of real property by a court.

*Premises.* A lot, plot or parcel of land including any structures thereon.

*Property.* Any unimproved or improved real property, or portion thereof, situated in unincorporated Dawson County and includes the buildings or structures located on the real property.

*Rubbish.* Discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass, crockery, and similar materials.

*Securing.* Measures directed by the Director of the Department of Planning and Development or the Director's designee that render the property inaccessible to unauthorized persons including, but not limited to, repairing fences and walls, chaining or padlocking gates, repairing doors, windows or other openings.

*Trash.* Combustible and noncombustible waste material, except garbage, including paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, grass trimmings, cans, metals, bricks, lumber, concrete, mineral matter, glass, crockery, and the residue from the burning wood, coal, coke or other combustible material.

#### **Section 4. Vacant Structures.**

Vacant structures shall be maintained in good repair and be in compliance with applicable laws, codes, and ordinances. Any vacant structure shall conform to the following minimum standards:

- (1) all doors and windows and other openings shall be weather-tight and secured against entry by the general public and animals. The vacant structure shall be secured using conventional methods used in the original construction;
- (2) all roof and roof flashings shall be sound and tight so that no rain or other precipitation shall penetrate the structure and shall allow for appropriate drainage so as to prevent deterioration of the interior walls or other interior portions of the structure;
- (3) the structure shall be maintained in good repair, be structurally sound and free from rubbish, garbage and other debris;

- (4) supporting members of the structure shall be capable of bearing both live and dead loads and the foundation walls likewise shall be capable of supporting an appropriate load;
- (5) the exterior of the structure shall be free of loose and rotten materials as well as holes. Any exposed metal, wood or other surface shall be protected from the elements by appropriate weather coating materials (paint or similar treatment);
- (6) all balconies, canopies, signs, metal awnings, stairways, fire escapes or other overhanging extensions shall be in good repair and appropriately anchored. The exposed metal and wood surface of overhanging extensions shall also be protected from the elements against rust or decay by appropriate application of paint or similar weather coating;
- (7) any accessories or appurtenant structures including, but not limited to, garages, sheds or other storage facilities shall meet the standards set forth herein;
- (8) a plan for winterization of the vacant property shall be provided to the Department of Planning and Development; and
- (9) retaining walls, drainage systems, or other structures shall be maintained in good repair and shall be structurally sound. Any existing fence shall be maintained in good repair with gates locked at all times.

#### **Section 5. Burned Structures.**

If any building or structure is partially burned, then the owner or person in control shall within thirty days after completion of the investigation of the scene by the Fire Department and law enforcement and/or the insurer of the property remove from the premises all refuse, debris, and all charred and partially burned lumber and material. If the building or structure shall be burned to an extent that the building or structure cannot be repaired, then the owner or person in control shall within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or the insurer of the property remove from the premises the remaining portion of the building or structure. If the building or structure is to be repaired, then a permit shall be obtained and work shall begin within sixty days after completion of the scene investigation by the Fire Department and law enforcement and/or insurer of the property.

#### **Section 6. Enforcement.**

- (a) This ordinance shall be enforced by the Dawson County Marshal's Office or the Director of the Dawson County Department of Planning and Development or the duly authorized representatives of either office as may be applicable.

**Section 7. Penalties.**

- (a) *Fine and/or Sentence.* Any person convicted by a court of competent jurisdiction of violating any provision of this ordinance shall be punished by a fine of not less than \$250.00 per day and not to exceed \$1,000.00 per day. Each day that a violation continues after due notice has been provided shall be deemed a separate offense.
- (b) *Powers of the court.* The court may order a violation corrected in compliance with this ordinance and may require payment of restitution.
- (c) *Other legal remedies.* In any case in which a violation of this ordinance occurs, the county, in addition to other remedies allowed by law, may petition for a restraining order, injunction, abatement, or take other appropriate legal action to prevent, restrain, or abate the unlawful use or activity.

**Section 8. No liability-County.**

No officer, agent, or employee of Dawson County shall be personally liable for any damage that may accrue to persons or property resulting from any act required or permitted when discharging duties pursuant to this ordinance.

**Section 9. Severability**

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

**Section 10. Repealer**

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

Approved, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**DAWSON COUNTY**

**ATTEST**

By: \_\_\_\_\_  
Mike Berg, Chairman  
Board of Commissioners

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

VOTE:     Yes \_\_\_\_\_  
          No \_\_\_\_\_

Dates of Public Hearings:

Dates of Advertising:

**Backup material for agenda item:**

8. Re-Presentation of Etowah Water & Sewer Authority (EWSA) Fire Hydrant Intergovernmental Agreement - County Attorney Joey Homans



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: County Attorney

Presenter: Joey Homans

Submitted By: Ginny Tarver

Date Submitted: 03/18/2016

Item of Business/Agenda Title: EWSA Fire Hydrant IGA

**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: Dawson County will partner with Etowah Water and Sewer Authority (EWSA) with regard to installation of new fire hydrants. Per the 25 year agreement, when EWSA either installs or upgrades a water line(s), Dawson County will have the option to add fire hydrant(s) at the cost of either \$5,000 or \$6,000 per hydrant.

Department Recommendation: 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: Funding is within the SPLOST V budget.

No

Amount Requested: \$115,000

Amount Budgeted: \$115,000 from SPLOST V for FY2016 only;  
FY2017 and on to be budgeted accordingly

Fund Name and Account Number: SPLOST V

#### Administration Staff Authorization

Dept. Head Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept. Authorization: Natalie Johnson \_\_\_\_\_ Date: 03/07/2016 \_\_\_\_\_

County Manager Authorization: Randall Dowling \_\_\_\_\_ Work Session Date: 3-24-16 \_\_\_\_\_



Comments: \_\_\_\_\_

\_\_\_\_\_

Attachments: \_\_\_\_\_



**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**EXECUTIVE SUMMARY**

**SUBJECT:** EWSA Fire Hydrant IGA

**DATE:** 03/04/2016

**RECOMMENDATION**

**POLICY DISCUSSION**

**BUDGET INFORMATION:**

**STATUS REPORT**

**ANNUAL-** n/a

**OTHER**

**CAPITAL-** n/a

**COMMISSION ACTION REQUESTED ON:** 03/10/2016

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**PURPOSE:** To request approval of IGA between Etowah Water and Sewer Authority and Dawson County regarding the installation of fire hydrants.

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**HISTORY:**

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**FACTS AND ISSUES:** The Intergovernmental Agreement is a 25 year agreement that grants the Director of Dawson County Emergency Services the option to allow EWSA to install fire hydrants at the time that water lines are installed or upgraded. Hydrants will cost either \$5,000 or \$6,000 each, based on the timing of the request, i.e. fire hydrant requests made prior to construction will cost \$5,000 each, and fire hydrant requests made after construction will cost \$6,000 each. Also, several fire hydrants will be installed on existing water lines.

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**OPTIONS:**

1. Approval of IGA
  2. Do not approve the IGA
- 
- 

**RECOMMENDED SAMPLE MOTION:** Motion for approval of the Etowah Water and Sewer Authority Fire Hydrant IGA.

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**DEPARTMENT:**

Prepared by: Ginny Tarver

Director \_\_\_\_\_

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**INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY**

**CONCERNING NEW FIRE HYDRANTS**

This agreement is hereby made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Dawson County (hereinafter alternatively “the County”), a political subdivision of the State of Georgia, and Etowah Water and Sewer Authority (hereafter “EWSA”), a public authority of the State of Georgia.

WHEREAS, Dawson County provides fire protection for the citizens of the County and it otherwise promotes public health, safety, and welfare for its citizens; and

WHEREAS, EWSA is the water and sewer authority with the power and obligation to provide and distribute water to the citizens of Dawson County and has the resources to provide water to its citizens for, *inter alia*, the protection of residents and structures within the County; and

WHEREAS, EWSA and Dawson County recognize there is a need from time to time to upgrade and extend the existing water infrastructure to better serve the citizens of Dawson County; and

WHEREAS, installation of fire hydrants improves the level of service to water customers and improves the ISO rating for Dawson County; and

WHEREAS, Dawson County has the obligation to maintain fire hydrants owned by EWSA in its distribution of water to County residents pursuant to a certain Intergovernmental Agreement (“IGA”) between the parties dated June 14, 2014 and known as the “Splash Park” IGA; and

WHEREAS, the parties agree that it is in the best interests of the citizens of Dawson County and the users of EWSA’s system to provide for increased fire protection through the installation of new fire hydrants when water mains are extended or replaced by EWSA;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Term. This contract and agreement is entered into in accord with Article IX, Section III, Paragraph 1 (a) of the Georgia Constitution and shall continue for a period of twenty five (25) years unless otherwise terminated in accord with the terms hereof.

2. Obligations of EWSA.

Should Etowah Water and Sewer Authority during the term of this Agreement decide to install new water mains or replace existing water mains, EWSA shall notify the Director of Dawson County Emergency Services (hereinafter "Director") and shall provide said Director with copies of the construction plans. The Director shall have the option and opportunity to identify any number of fire hydrants and the locations desired by the County on the EWSA construction plans.

EWSA will size the mains for flows and fire protection and agrees to install fire hydrant tees and gate valves for each specified hydrant connection at the location(s) designated by the Director. Upon receipt of payment for the hydrants as specified below in Paragraph 3, EWSA will install the designated number of fire hydrants at the locations specified. In so doing, EWSA shall comply with the standard specifications and details for installation of fire hydrants as set forth in the "*Standard Specifications for Water Mains and Sanitary Sewers*" dated April 2012. EWSA shall promptly notify the County of any amendments to specifications and said specifications shall automatically be incorporated by this reference into this Agreement. EWSA shall permit Dawson County to test and inspect installed fire hydrants pursuant to this Agreement from time to time upon five (5) day notice to EWSA. EWSA shall obtain a County right-of-way

encroachment permit from Dawson County if necessary and shall comply with all terms of the encroachment permit issued. EWSA will be the owner of the fire hydrants.

EWSA reserves the right to upsize existing mains solely for the purpose of water quality and quantity. The cost of such upsizing, including any fire hydrant installation required for flushing and maintenance of the distribution system shall be EWSA's obligation. Moreover, should a water main replacement project impact existing fire hydrants, EWSA shall be obligated to bear any costs associated with the replacement of such existing fire hydrants. EWSA shall pay for any fire hydrants required for the normal operation and maintenance of the water distribution system.

3. Obligations of the County.

Should the Director specify desired locations for new fire hydrants per Paragraph 2 above, prior to construction of the water main specified EWSA shall invoice Dawson County for the new fire hydrants requested. Dawson County, within thirty (30) days of receipt of an invoice from EWSA, shall in the first five (5) years of this Agreement pay to EWSA \$5,000 per fire hydrant. If the County requests the installation of fire hydrant(s) after construction of the water main; the cost to install fire hydrants, at locations where hydrant tees and gate valves were previously installed, will be \$6,000 per fire hydrant and the County shall pay to EWSA 75% of said sum within thirty (30) days of receipt of an invoice. EWSA is under no obligation to install any of the specified fire hydrants until receipt of such payment from the County.

Dawson County shall pay the remaining 25% of the total sum for fire hydrant installation upon completion of the installation by EWSA and upon inspection by the County. Said inspection shall occur within ten (10) business days of notification of final

installation by EWSA to the County and, assuming the hydrants are installed as per the specifications under the contract, the County shall pay the 25% retainage within thirty (30) days of receipt of invoice. Should the hydrant(s) not be installed per specifications, EWSA shall correct any identified deficiency and not be entitled to payment of the retainage until such time as satisfactory installation is complete. Under the latter circumstances, payment of the retainage shall be made by the County within thirty (30) days of satisfactory correction of any deficiencies.

Also during the term of this Agreement, should the Director identify water mains whereon fire hydrant tees and gate valves have already been installed by EWSA but where there are no fire hydrants, the Director may request EWSA install fire hydrants per the procedure set forth herein. Under the latter circumstances, the post-construction rates for installation set forth above shall apply.

EWSA may increase the cost of fire hydrants every five (5) years based upon increases in the five year average construction cost index factor for the North Georgia area. Should EWSA decide to do so, it will provide Dawson County with written notice of any increase at least sixty (60) days prior to implementation of any increase. The increase will be automatic without the necessity of amending this Agreement unless the County notifies EWSA within thirty (30) days of receipt of the foregoing notification that the increase is unacceptable to the County. Under the latter circumstances the parties may negotiate a modification of this Agreement or terminate the Agreement per Paragraph 6 or agree to continue under the pricing terms of the then current Agreement.

Dawson County has express authority from EWSA to and shall perform maintenance work in connection with any new fire hydrants installed per the Intergovernmental Agreement (“IGA”) between the parties dated June 14, 2014 and known as the “Splash Park” IGA

4. Consideration.

The parties hereto acknowledge, consent and agree that the terms hereof have been entered into in exchange for good and valuable consideration between the parties.

5. Representations and Warranties.

The parties hereto represent and warrant that each party has full power, authority and legal right to execute and perform this contract and agreement and has taken all necessary actions to authorize the execution and performance of this contract and agreement. This contract and agreement accurately references the legal, valid and binding obligations of each party.

Each party shall act in good faith to give effect to the intent of this agreement and shall take actions necessary or convenient to consummate the purpose and subject matter of this agreement.

6. Termination and Modification.

Either party may terminate this agreement if the other party fails to rectify a material breach of the terms hereof within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. The non-breaching party shall be entitled, without further notice, to cancel that party’s obligations pursuant to this Agreement without prejudice to any claim for damages, breach of contract or otherwise. The failure or termination of any portion of this Agreement shall not be a basis for terminating other severable obligations



or provisions of this Agreement, unless the failure or breach is such that the entire Agreement may no longer be performed. The following events shall constitute a “material breach” under this Agreement:

- (a) The breach of any material representation or warranty set forth in this Agreement;
- (b) Any material failure to comply with any provision or requirement contained or referenced in this Agreement;
- (c) In the case of EWSA, a material failure to install hydrants requested at the locations requested in a workmanlike manner in conformity with specifications identified herein;
- (d) In the case of the County a failure to timely pay in full for requested hydrants upon proper invoicing by EWSA.

This Agreement may otherwise be modified or terminated only by a written instrument executed by both parties hereto.

7. Notice.

Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

Dawson County:

Dawson Co. Board of Commissioners

ATTN: Chairman  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

Etowah Water and Sewer  
Authority:

Etowah Water and Sewer  
Authority  
ATTN: Chairman  
1162 Highway 53 East  
Dawsonville, GA 30534

8. Assignment.

Neither party may assign or transfer this agreement without prior written consent of the other party.

9. Scope of Agreement.

This Agreement is not applicable to the extension or replacement of existing water mains pursuant to a private development project. Under such circumstances, the installation of fire hydrants and the costs thereof shall be the responsibility of the private developer.

10. Entire Agreement.

The contents hereof contain the entire agreement between the parties regarding the subject matter of this Intergovernmental Agreement.

11. Indemnification.

(a) To the extent permitted by Georgia law, the parties agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenant and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of same.

(b) Notwithstanding anything to the contrary in this Agreement the parties hereby confirm that the provisions of this Section shall survive the expiration or termination of this Agreement.

12. Governing Law and Severability.

This Agreement shall be construed and interpreted in accordance with Georgia law. If any sentence, phrase, provision, portion or clause of this Agreement should at any time be declared or adjudged invalid, unlawful, unconstitutional or unenforceable for any reason, said adjudication or declaration shall in no manner or way effect the other sentences, phrases, provisions, portion of clauses hereof, and all remaining portions shall remain in full force and effect.

13. Non-waiver.

The failure of either party to enforce any provision of this agreement and contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

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

**Dawson County  
Board of Commissioners**

**Etowah Water and Sewer Authority**

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

By: \_\_\_\_\_  
**Jim King, Chairman**

**[ATTESTATIONS ON FOLLOWING PAGE]**

**ATTEST:**

**ATTEST:**

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

**By:** \_\_\_\_\_  
**Name: Tony Kellar**  
**Title: Secretary**

403. FIRE HYDRANTS

All fire hydrants shall comply in all respect with Authority Standards and shall be designed and manufactured to comply with the latest revision of AWWA C 502. The hydrants shall be designed for 250 pounds working pressure, of simple design to operate, effectively and positively drained and protected from damage by freezing, and convenient for repairing and replacing parts.

Hydrants shall be equipped with one 4½” pumper nozzle and two 2½” diameter hose connections, which shall have threads meeting the latest requirements of the State Fire Insurance Commission. Hydrants shall have a safety flange on the barrel and a safety coupling on the valve stem, to prevent damage to barrel and stem in case of traffic accident. Hydrants shall be M&H Valve and Fitting Co., Traffic Model Style 129 or Mueller Co. Centurion A-421.

The connection at the base of the hydrant shall be mechanical joint with ductile iron retainer gland for 6” ductile pipe. The valve opening shall meet the requirements of the AWWA Specifications for a 4½” hydrant. The valve, valve seat and inner working parts shall be easily accessible. The height from the surface of the ground to the bottom of the pumper nozzle shall be no less than 18”.

Each hydrant shall be tested to 250 PSI. The first test shall be made with the valve closed. The second test shall be made with the main valve open but all nozzles closed. While the test is being carried on, the hydrant shall be subjected to a hammer test. Any hydrant showing defects by leakage, sweating otherwise shall be rejected. The barrel and all parts shall withstand these tests. These tests shall be made in the field after the hydrants are installed.

Leads from the main line to the fire hydrant shall use 6” ductile iron pipe and shall have a 6” gate valve between the main line and fire hydrant. The valve shall be connected to the main line by using a locked tee, equal to American Pipe model A-10180. Retainer glands or steel rods must be used to insure adequate connection of fire hydrant to valve. When the hydrant is close enough to the valve to allow its use, the hydrant shall be connected to the valve by using a locked hydrant adapter, American Pipe model A-10895.

## Water Main Replacement Program

	Road / Area	Cost	CIP Year Proposed	Fire Hydrants
1	Nix Bridge Road - Phase I	\$ 492,979	2016	8
2	Kilough Church Road - Phase I	\$ 692,851	2016-2017	14
3	Nix Bridge Road - Phase II	\$ 634,530	2018-2019	21
4	Blacks Mill Road	\$ 442,737	2019	12
5	Overlook Road Area	\$ 716,506	2021-2022	19
6	Couch Road	\$ 485,721	2021	15
7	Elliott Road	\$ 455,281	2023	13
8	Chestatee Point Road	\$ 367,571	2023	9
9	Grant Road	\$ 574,447	2024	15
10	Barker Road	\$ 441,086	2024	13
11	Oak Grove Road	\$ 223,371	2025	6
12	Honeysuckle Trail	\$ 92,502	2025	2
13	Liberty Church Road	\$ 140,723	2025	3
14	Sundown Road	\$ 115,172	2025	2
15	Hickory Nut Trail	\$ 99,392	2025	2
16	Kilough Church Road - Phase II	\$ 550,136	2025	15
<b>Total</b>		<b>\$ 5,974,867</b>		<b>170</b>

## Water Main Extension Program

	Road / Area	Cost	CIP Year Proposed	Fire Hydrants
	SR53 - Lumpkin Campground			
1	Road to Gober Hill	\$ 677,099	2020	16
	Lumpkin Campground Road -			
2	Phase I	\$ 1,513,419		40
	Lumpkin Campground Road -			
3	Phase II	\$ 855,780		22
	Lumpkin Campground Road -			
4	Phase III	\$ 529,771		21
	Thompson Road, Hugh Stowers			
5	Road to Grizzel Road	\$ 2,035,918		35
	Grizzel Road to Dawson Forest			
6	Road to Highway 9	\$ 2,130,255		33
	Dawson Forest Road to Jewell			
7	Slaton Road to Highway 9	\$ 893,907		19
	Goldmine Road, Nugget Ridge,			
8	Duck Thurmond Road	\$ 1,410,771		35
	Houser Mill Road			
9		\$ 800,336		26
	SR183 to SR53			
10		\$ 346,951		12
	Juno Road From Duck Thurmond			
11	to SR53	\$ 530,533		11
	Cowart Road - Crystal Falls to Kelly			
12	Bridge Road	\$ 969,474		20
	Cowart Road - Kelly Bridge Road			
13	to SR53	\$ 1,329,775		27
	SR400 - Kilough Road to Lumpkin			
14	County Line	\$ 957,576		32
	Auraria Road			
15		\$ 613,863		21
<b>Total</b>		<b>\$ 15,595,428</b>		<b>371</b>

# Additional Fire Hydrants

**Brooke Anderson**

---

**From:** Tim Collins  
**Sent:** Thursday, February 18, 2016 2:46 PM  
**To:** banderson@etowahwater.org  
**Subject:** Fire Hydrants

**SysUserProp:** 88334F2CCA0D8E51C8530404366F9B82

Brooke, Following is the location of stubbed-out Fire Hydrant and the size of the main feeding said area. All the fire hydrants are of 6" or larger main, but a few of the areas are feed with 3" or 4" water lines.

<u>Valve Book Map Sheet</u>	<u>Location</u>	<u># of FH stubbed-out</u>	<u>Size of feed main</u>
Phase 1 – Map 7	Sundown S/D – Phase II	4	6"
Phase 1 – Map 10F	Country Crossing S/D	1	4"
Phase 1 – Map 10G	Country Crossing S/D – Phase II	1	6"
Phase 1 – Map 12B	Northwood S/D	4	6"
Phase 1 – Map 40A	Atlantis on Lanier S/D	2	4"
Phase 1 – Map 47A	Longview S/D	2	3"
Phase 1 – Map 53A	Sexton Corners S/D	2	6"
Phase II – Ct. 1- Map 22A	Dawsonville Helghts	2	6"
Phase II – Ct. 2 – Map 11A	Southpointe (Waverly Court) S/D	2	6", but off Kelley
Bridge Road (low volume and pressure)		15	

Please let me know if you have any questions.

Thanks,

*Tim Collins*  
 Assistant General Manager



1162 Highway 53 East  
 Dawsonville, GA 30534  
 Phone: 706-216-8474 ext. 238  
 Fax: 706-216-6170  
[timc@etowahwater.org](mailto:timc@etowahwater.org)  
[www.etowahwater.org](http://www.etowahwater.org)

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

To: Dawson County Board of Commissioners  
Date: March 15, 2016  
From: Joey Homans   
Re: Proposed Intergovernmental Agreement-Fire Hydrants

---

Chairman and Commissioners,

I understand that during the work session on March 10 a question arose regarding whether the County must bid the contract for fire hydrants and/or installing the fire hydrants.

**DISCUSSION**

Any County or other political subdivision of the State may contract for any period not exceeding fifty (50) years with each other or with any other public agency, public corporation, or public authority for the provision of services or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide. Ga. Const. Art. IX, § III, Para I(a).

A County may exercise the following power and provide the following service... fire protection. Ga. Const. Art. IX, § II, Para III(a)(1).

If an intergovernmental contract is for a purpose authorized by the Constitution, then the intergovernmental contract is valid. Reed v. State, 265 Ga. 458, 458 S.E.2d 133 (1995). Counties may provide citizens fire protection services through a contract. Smith v. Board of Commissioners of Hall County, 244 Ga. 133, 138, 259 S.E.2d 74 (1979).

In Reed, supra, a water authority and Rockdale County entered into an intergovernmental contract that required Rockdale County to make payments to the authority to fund a surface water impoundment project. The contract was challenged. The Court upheld the intergovernmental contract because the Georgia Constitution authorizes the intergovernmental contract. In Smith, the Court upheld a contract between a County and a private firm for fire protection service because the Constitution authorizes counties to decide how to provide fire protection services.

March 15, 2016  
Page 2

The Georgia Constitution authorizes Dawson County to provide fire protection. The intergovernmental agreement for fire hydrants is an intergovernmental agreement for a purpose authorized by the Constitution. The County may enter into the intergovernmental agreement without bidding for fire hydrants or the installation of fire hydrants. The intergovernmental agreement is not the exclusive method to deliver fire services or to provide fire hydrants. However, the Constitution and the decisions in Reed, supra, and Smith, supra, authorize the intergovernmental agreement.

Joey

cc: Randy Dowling

**Backup material for agenda item:**

9. Presentation of LifeLink of Georgia National Donate Life Month Proclamation -  
Chairman Mike Berg



# 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: Chairman Mike Berg

Submitted By: Danielle Yarbrough

Date Submitted: 03/11/16

Item of Business/Agenda Title: Presentation of National Donate Life Month Proclamation

**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: Consideration of LifeLink of Georgia National Donate Life Proclamation

Department Recommendation:

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

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

Yes Explanation/ Additional Information: \_\_\_\_\_

No

Amount Requested: \_\_\_\_\_ Amount Budgeted: \_\_\_\_\_

Fund Name and Account Number: \_\_\_\_\_

#### Administration Staff Authorization

Dept. Head Authorization: Mike Berg Date: 03/01/2016

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

County Manager Authorization: Randall Dowling Work Session Date: 3-24-16

Comments: \_\_\_\_\_

Attachments: Proclamation





## National Donate Life Month Proclamation

### Dawson County, GA, PROCLAMATION

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the Gift of Life; and

WHEREAS, more than 121,000 men, women, and children await life-saving or life-enhancing organ transplants, of which over 5,590 reside in Georgia; and

WHEREAS, the need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 10 minutes; and

WHEREAS, the critical donor shortage remains a public health crisis as an average of 22 people die daily due to the lack of available organs; and

WHEREAS, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and

WHEREAS, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we **Dawson County** citizens can perform; and

WHEREAS, more than 4.7 million Georgians have already registered their decision to give the Gift of Life at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org) or when getting or renewing their driver license or state identification card at a driver license office; and

WHEREAS, LifeLink® of Georgia is the non-profit, community service organization dedicated to the recovery of high quality organs and tissues for transplantation therapy; and

WHEREAS, **Dawson County** supports the life-saving mission of LifeLink® of Georgia; and

NOW, THEREFORE, I, \_\_\_\_\_, in **Dawson County**, do hereby proclaim April 2016 as

### DONATE LIFE MONTH

In **Dawson County** to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org), to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation

On This day, \_\_\_\_\_ of April 2016



A Donor Life Organization

**Backup material for agenda item:**


11. County Attorney Report

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

**Memorandum**

To: Dawson County Board of Commissioners

Date: March 23, 2016

From: Joey Homans 

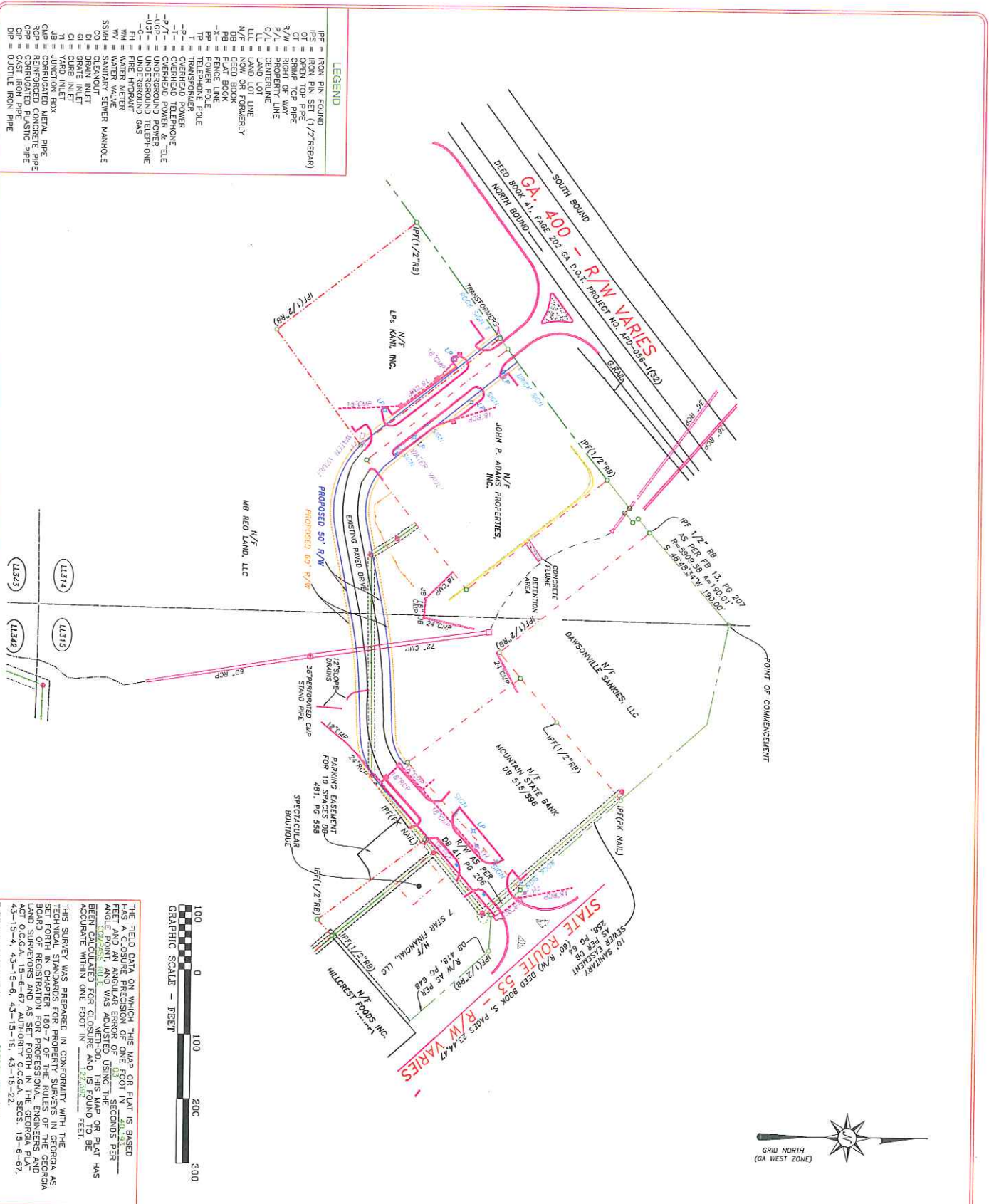
Re: County Attorney Report

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1. Dawson Village Way. I am providing you a copy of the updated survey that the owner recently delivered to me. The owner continues to review the three (3) settlement option referenced in my letter dated March 9, 2016. The hearing has been continued until May 2, and we hope to have the matter resolved before the hearing.
2. Ingram Lawsuit. I am providing you a copy of the notice scheduling the trial for June 30.

Joey





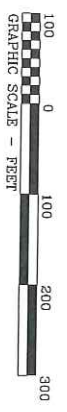
**LEGEND**

- RF = IRON PIN FOUND
- OT = OPEN TYP. SET (1/2" REBAR)
- CT = CRIMP TOP PIPE
- R/W = RIGHT OF WAY
- P/L = PROPERTY LINE
- LL = LAND LOT
- LLL = LAND LOT LINE
- N/F = NOT FORWARDED
- PB = PLAT BOOK
- FP = FENCE LINE
- TP = TOWER POLE
- T = TRANSFORMER
- P- = OVERHEAD POWER
- P- = OVERHEAD TELEPHONE
- UGP- = UNDERGROUND POWER
- UGT- = UNDERGROUND TELEPHONE
- G- = GROUND GAS
- WM = WATER METER
- WV = WATER VALVE
- SSHD = SANITARY SEWER MANHOLE
- DI = DRAIN INLET
- CI = CURB INLET
- JI = JOINT BOX
- CM = CORRUGATED METAL PIPE
- CC = REINFORCED CONCRETE PIPE
- CP = CAST IRON PIPE
- DIR = DUCTILE IRON PIPE

THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN FEET AND AN ANGULAR ERROR OF 0.3 SECONDS PER ANGLE. THE PLAT WAS ADJUSTED USING THE METHOD OF LEAST SQUARES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 12,500 FEET.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 186-7 OF THE RULES OF THE GEORGIA LAND SURVEYORS AND AS SET FORTH IN THE PROFESSIONAL ENGINEERS AND SURVEYORS ACT O.C.G.A. 43-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

TYPE OF EQUIPMENT: TOPCON GTS-313



<p>SURVEY FOR: <b>DAWSON COUNTY BOARD OF COMMISSIONERS</b></p> <p>LAND LOT: 314 &amp; 315 DISTRICT: SOUTH HALF 13TH SECTION: 1ST SECTION DAWSON COUNTY, GEORGIA</p>		<p><b>Moreland Altobelli Associates, Inc.</b> Engineering * Planning * Landscape Architecture * Land Acquisition * Surveying LSF000334, EXP: 6/30/2016 930 Interstate Ridge Drive Suite "F" Gainesville, Georgia 30501 PHONE: (770) 532-4021 FAX: (770) 532-4023</p>
<p>SHEET <b>1</b> OF <b>1</b> SHEETS</p> <p>DATE: 03/17/2018 DRAWN BY: JLS/2018 CHECKED BY: DMJ</p>	<p><b>137</b></p>	

LAW OFFICES  
**FOX, CHANDLER, HOMANS, HICKS & McKINNON, LLP**

125 MAPLE STREET  
GAINESVILLE, GA 30501  
POST OFFICE BOX 2515  
GAINESVILLE, GA 30503  
TELEPHONE (770) 534-7386  
FACSIMILE (770) 534-7415

DAVID A. FOX, P.C.  
ROBERT L. CHANDLER, P.C.  
JOSEPH A. HOMANS  
CATHERINE HENRY HICKS  
GRAHAM McKINNON IV, P.C.

CHERYL H. KELLEY  
THEODORE G. CASSERT

CATHERINE T. CRAWFORD  
OF COUNSEL

DAWSONVILLE ADDRESS:  
POST OFFICE BOX 477  
DAWSONVILLE, GA 30534  
TELEPHONE (706) 265-3090  
FACSIMILE (706) 265-3147

Please Reply to Dawsonville Office  
March 9, 2016

Email only: [ricky@bryanproperties.com](mailto:ricky@bryanproperties.com)

Ricky Bryan

RE: Dawson County v. MB Reo Ga Land, LLC  
Superior Court of Dawson County  
Civil Action File No. 2015-CV-456-B

Dear Ricky:

This letter will confirm our recent telephone conversations regarding the above-styled case. You requested that I provide information about continuing the hearing scheduled for April 11, 2016 beginning at 9:00 a.m.

I confirmed to you that the County will agree to continue the case from the trial calendar on April 11 if the parties continue discussing reasonable settlement options. You provided me a copy of an authorization for professional services that reveals that Moreland Altobelli (Don Jones) shall survey the right-of-way known as Dawson Village Way South. Also, you agreed to provide me a copy of the updated survey from Mr. Jones.

I explained to you that I believe three (3) settlement options should be discussed by the parties. I will outline those three (3) settlement options in this letter. Also, if you or your client are aware of other settlement options, then I request that you provide that information at your convenience.

### SETTLEMENT OPTIONS

(1) The owner of the property repairs the road to abate the public nuisance or agrees to repair the road to abate the public nuisance within a reasonable time. I previously provided you the repairs the County believes are necessary. The owner of the property may review the repair list the County prepared to determine if alternatives exist. However, any repair should abate the public nuisance so that the roadway is no longer a danger to the traveling public.

(2) The owner of the property pays Dawson County the sum of \$48,102.08 so that the County may repair the road and thereby abate the public nuisance. If the funds are immediately available, then the owner should submit a proposal to the County regarding when payment will be received from the County. If payment cannot be made immediately, then the County will insist upon a consent order regarding payment so that if payment is not timely made, then a judgment lien may be attached to the property.

March 9, 2016

Page 2

(3) The owner enters into a consent order acknowledging the validity of the allegations set forth in the complaint to abate public nuisance filed on December 8, 2015, which will result in a judgment against the owner, permit the County to repair the road, and result in a judgment lien being filed against the property so that the County will be paid when the property sells.

The County remains interested in the owner dedicating the road to the County. However, the County refuses to accept dedication of the road until the road is repaired and meets County standards. I understand that certain issues regarding the width of the road near the intersection of Dawson Village Way South and Highway 400 should be addressed and that the updated survey will clarify the exact width of the road. I understand from the County's Public Works Director that if the right-of-way consists of only 40 feet, then certain improvements such as curb and gutter and other improvements may be made so that the County could accept the dedication if the road is repaired.

I look forward to continuing to work with you and your client to resolve this matter. If you and your client agree to pursue the settlement options outlined herein (and any other reasonable settlement options proposed), then I will request that the trial scheduled for April 11 be continued to the Court's next available calendar, which will be in either May or June.

If I can provide additional information, then please contact me.

Respectfully,



Joseph A. Homans

JAH/II

cc: Mike Berg ✓  
Randy Dowling ✓

IN THE SUPERIOR COURT OF DAWSON COUNTY  
STATE OF GEORGIA

AMELIA INGRAM,  
Plaintiff,

vs.

DAWSON COUNTY, ET.AL.,  
Defendant.

§

§

§

§

§

CASE NUMBER:

2015-CV-472-A

RULE NISI

Let all parties appear at the Dawson County Courthouse, Dawsonville, Georgia, Courtroom C, on the 30<sup>th</sup> day of June, 2016 at 9:00 a.m., for a hearing on Plaintiff's Petition of Mandamus in the above styled and numbered case.

This the 16<sup>th</sup> day of March, 2016.

*C. Andrew Fuller*

C. ANDREW FULLER, CHIEF JUDGE  
DAWSON COUNTY SUPERIOR COURT  
NORTHEASTERN JUDICIAL CIRCUIT

Certificate of Service

This is to Certify that I have this date served a Copy of this Rule Nisi, on the Parties by placing in the United States mail with adequate postage thereon.

*Tammy Dills* 3/16/16  
\_\_\_\_\_  
Tammy Dills, Judicial Assistant  
Dawson County Judge's Office

Amelia Ingram, 4041 Bethelview Road, Cumming GA 30040  
Joseph Homans, P.O. Box 477, Dawsonville, GA 30534