

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, DECEMBER 17, 2015  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. OPENING PRESENTATION**

[Dawson](#) County High School Football Team Proclamation

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ANNOUNCEMENTS**

**F. APPROVAL OF MINUTES**

1. [Minutes](#) of the Voting Session held on December 3, 2015
2. [Minutes](#) of the Special Called Meeting held on December 7, 2015

**G. APPROVAL OF AGENDA**

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

\*Anyone wishing to speak at the Voting Session on any of the items below must notify the County Clerk five (5) days in advance of the scheduled meeting.

**I. ALCOHOL LICENSE**

**J. ZONINGS**

1. **ZA 15-07** - Karen Reece has made a request to rezone 6.8 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to C-HB (Commercial Highway Business). Karen Reece has also made a request to vary from the Land Use Resolution, Article IV, Section 121-99.1 for a front setback reduction. The property is located at TMP 113-012.
2. **ZA 15-08** - Dawson County has made a request to rezone 116.43 acres from CPCD (Commercial Planned Comprehensive District) to C-IR (Commercial Industrial Restricted) and C-HB (Commercial Highway Business). The properties are located at TMPs 105-032, 105-032-001 through 105-032-005, 113-004, 113-004-001 through 113-004-003, 113-004-009 through 113-004-011, 113-010, 113-0101-001 through 113-0101-003, 113-010-006 through 113-010-008, 113-010-010, 113-010-011, 113-178, 113-181, and 113-183 through 113-184.

**K. PUBLIC HEARING**

**L. UNFINISHED BUSINESS**

## **M. NEW BUSINESS**

- [1.](#) Consideration of request for additional funds to cover parent and child representation as required by law and related court reporter costs
- [2.](#) Consideration of Family Connection Fiscal Agent Request
- [3.](#) Consideration of Request for Change Order to Narrowbanding Contract with Motorola to include the E911 Control Station Consoles
- [4.](#) Presentation of Historic Courthouse Restoration Projects: Bid #259-15 RFP Window Replacement and Bid #260-15 RFP Painting & Caulking  
To view solicitation documents click the links below  
[Window Replacement](#)  
[Painting & Caulking](#)
- [5.](#) Presentation of 2016 GDOT Local Maintenance Improvement Grant (LMIG) Application
- [6.](#) Consideration of Purchasing Card Resolution
- [7.](#) Consideration of FY 2016 Chamber of Commerce Contract
- [8.](#) Presentation of request for additional funds to cover unexpected legal expenses associated with murder trial

## **N. ADJOURNMENT**

## **O. PUBLIC COMMENT**

\*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

Hugh Stowers, Jr.

**Backup material for agenda item:**

Dawson County High School Football Team Proclamation



DAWSON COUNTY  
BOARD OF COMMISSIONERS

DAWSON COUNTY HIGH SCHOOL  
2015 TIGER FOOTBALL

PROCLAMATION

WHEREAS, the 2015 Dawson County High School Tiger Football team made a triumphant journey to the GHSA State playoffs and

WHEREAS, the Team represented Dawson County; and

WHEREAS, the 2015 Tiger Football team finished the 2015 season in the GHSA Elite 8 and ended the season with a record setting 9 and 4 record, winning the first ever 7 AAA Region Title and being the first DCHS Football team to make it to the third round of the State playoffs;

WHEREAS, the Dawson County Board of Commissioners does hereby commend the 2015 Dawson County High School Football team for their talent, dedication, hard work and congratulate them for their accomplishments;

WHEREAS, the Dawson County Board of Commissioners do hereby bestow their best wishes for continued success in all future endeavors to the members of the 2015 DCHS Tigers.

NOW THEREFORE BE IT PROCLAIMED, the Dawson County Board of Commissioners do hereby proclaim December 17, 2015 as “DCHS Tiger Football Day.”

Attest:

\_\_\_\_\_  
Mike Berg, Chairman

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

**Backup material for agenda item:**

Minutes of the Voting Session held on December 3, 2015

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – DECEMBER 3, 2015  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00PM**

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

**OPENING PRESENTATION:** Presentation of Appreciation for Emergency Services Director Billy Thurmond

**INVOCATION:** Chairman Berg

**PLEDGE OF ALLEGIANCE:** Chairman Berg

**ANNOUNCEMENTS:**

Chairman Berg recognized the Leadership Academy participants that were present in the audience.

Commissioner Swafford announced that Bethel Baptist Church would be having a live nativity from 6:00 to 9:00 p.m. next Friday and Saturday.

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on November 19, 2015 as written. Nix/Hamby

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda with the following addition to Unfinished Business:

- Approval of Emergency Purchase of Fire Truck to replace fire truck damaged in collision in the amount of \$380,178.00. Item had been previously ratified November 5, 2015 but no purchase amount specified.

Nix/Swafford

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE HEARING:**

None

**ZONING:**

None

**PUBLIC HEARINGS:**

1. Resolution to transmit a draft Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission for regional review pursuant to the Georgia Planning Act of 1989 and Development Impact Fee Compliance Requirements (1<sup>st</sup> of 1 hearing)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Capital Improvements Element Annual Update Resolution, and hearing none, closed the hearing.

Motion passed unanimously to approve the resolution to transmit a draft Capital Improvements Element Annual Update to the Georgia Mountains Regional Commission. Swafford/Hamby

2. Road Abandonment – Portions of Gordon Moss Road – To accommodate relocation of Gordon Moss Road (1<sup>st</sup> of 1 hearing)

Chairman Berg opened the hearing and asked if there was anyone present who wished to be heard on the matter of the Portions of Gordon Moss Road Abandonment.

The following spoke in favor:

Dana Miles, representing Jim Norton with Highland One  
Charlie Auvermann, Director, Development Authority of Dawson County, 135 Prominence Court, Suite 170, Dawsonville, Georgia  
Hugh Stowers, Jr., 800 Hugh Stowers Road, Dawsonville, Georgia

Chairman Berg asked if there was anyone else wishing to speak on the road abandonment, and hearing none, closed the hearing.

Motion passed unanimously to approve the abandonment of the recommended portions of Gordon Moss Road. Swafford/Hamby

**UNFINISHED BUSINESS:**

Approval for emergency purchase of fire truck to replace fire truck damaged in collision in the amount of \$380,178.00

Motion passed unanimously to approve the cost of \$380,178.00 for an emergency purchase of a fire truck to replace fire truck damaged in collision. Nix/Hamby

**NEW BUSINESS:**

Consideration of FY 2016 IGA with Hall County for Public Defender Services

Motion passed unanimously to approve the FY 2016 Intergovernmental Agreement with Hall County for Public Defender Services. Hamby/Nix

Consideration of FY 2016 State Public Defender Contract

Motion passed unanimously to approve the FY 2016 State Public Defender Contract. Nix/Swafford

Consideration of Sheriff's Office Budget Transfer Request

Motion passed unanimously to move \$39,417.00 from Capital Projects into the Sheriff's Office General Fund. Nix/Hamby

Consideration of ACCG Workers' Compensation Resolution

Motion passed unanimously to approve the ACCG Workers' Compensation Resolution. Swafford/Hamby

Consideration of Recreational Trails Program Grant Application and Intergovernmental Agreement with the Board of Education

Motion passed unanimously to approve the Recreational Trails Grant Application and Intergovernmental Agreement with the Board of Education with Article III removed. Hamby/Swafford

**ADJOURNMENT:**

**PUBLIC COMMENT:**

Hugh Stowers, Jr.

APPROVE:

ATTEST:

\_\_\_\_\_  
Mike Berg, Chairman

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



**Backup material for agenda item:**

Minutes of the Special Called Meeting held on December 7, 2015

**DAWSON COUNTY BOARD OF COMMISSIONERS**  
**SPECIAL CALLED MEETING MINUTES – DECEMBER 7, 2015**  
**DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM**  
**25 JUSTICE WAY, DAWSONVILLE**  
**3:00PM**

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

**EXECUTIVE SESSION:**

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

Motion passed unanimously to come out of Executive Session. Swafford/Hamby

**ADJOURNMENT:**

**APPROVE:**

**ATTEST:**

\_\_\_\_\_  
Mike Berg, Chairman

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

**Backup material for agenda item:**

- 1. ZA 15-07** - Karen Reece has made a request to rezone 6.8 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to C-HB (Commercial Highway Business). Karen Reece has also made a request to vary from the Land Use Resolution, Article IV, Section 121-99.1 for a front setback reduction. The property is located at TMP 113-012.

# DAWSON COUNTY REZONING APPLICATION

\*\*\*This portion to be completed by Zoning Administrator\*\*\*

ZA 15-07 Tax Map & Parcel # (TMP): 113-012  
Submittal Date: 10/9/2015 Time: 8:15  am /  pm Received by: FB (staff initials)  
Fees Assessed: \$2500<sup>00</sup> Paid: \$2500<sup>00</sup> Commission District: \_\_\_\_\_  
Planning Commission Meeting Date: 11/17/2015  
Board of Commissioners Meeting Date: 12/17/2015

## APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Karen Reece  
Address: 85 Taylor Road, Dawsonville GA 30534  
Phone:  cell  Listed 678-617-6066 Email:  Business kreece@eskimold.com  
 Unlisted  Personal  
Status:  Owner  Authorized Agent  Lessee  Option to purchase

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

I have \_\_\_\_\_ /have not \_\_\_\_\_ participated in a Pre-application meeting with Planning Staff.

If not, I agree \_\_\_\_\_ /disagree \_\_\_\_\_ to schedule a meeting the week following the submittal deadline.

Meeting Date: 10/9/15 Applicant Signature: Karen Reece

## PROPERTY OWNER/PROPERTY INFORMATION

Name: Dorthea Sue Lowman

Street Address of Property being rezoned: 5816 Highway 53 E  
DAWSONVILLE GA 30534

Rezoning from: \_\_\_\_\_ to: C-HB Total acreage being rezoned: \_\_\_\_\_

Directions to Property: From Dawsonville travel Hwy 53 E

approximately 6 miles - Before traffic light at  
53 + Lumpkin campground - long white block Building  
on the right side of Road.

Subdivision Name (if applicable): \_\_\_\_\_ Lot(s) #: \_\_\_\_\_

Current Use of Property: \_\_\_\_\_

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

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

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

If yes, what section? \_\_\_\_\_

**SURROUNDING PROPERTY ZONING CLASSIFICATION:**

North \_\_\_\_\_ South \_\_\_\_\_ East \_\_\_\_\_ West \_\_\_\_\_

Access to the development will be provided from:

Road Name: \_\_\_\_\_ Type of Surface: \_\_\_\_\_

**REQUESTED ACTION & DETAILS OF PROPOSED USE**

Rezoning to: C-HB [ ] Special Use Permit for: \_\_\_\_\_

Proposed Use: ALL USES ALLOWED IN C-HB / VARIANCE FOR HOUSE (45' FRONT INSTEAD OF 60')

Existing Utilities: [  ] Water [ ] Sewer [ ] Gas [  ] Electric FOR CONC BLOCK BLDG. (35' FRONT INSTEAD OF 60')

Proposed Utilities: [ ] Water [ ] Sewer [ ] Gas [ ] Electric

**RESIDENTIAL**

No. of Lots: 1 <sup>KR</sup> Minimum Lot Size: \_\_\_\_\_ (acres) No. of Units: \_\_\_\_\_

Minimum Heated Floor Area: \_\_\_\_\_ sq. ft. Density/Acre: \_\_\_\_\_

Type: [ ] Apartments [ ] Condominiums [ ] Townhomes [  ] Single-family [ ] Other

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

**COMMERCIAL & INDUSTRIAL**

Building area: ~~40,000~~ sq feet No. of Parking Spaces: 25  
3,300

**APPLICANT CERTIFICATION**

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

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

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

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

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

Signature	<u>Karen Seese</u>	Date	<u>10/2/15</u>
Witness	<u>Steve Williams</u>	Date	<u>10/02/15</u>

**WITHDRAWAL**

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

I hereby withdraw application # \_\_\_\_\_

Signature _____	Date _____
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**Withdrawal of Application:**

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

ZA 15-07

TMP#: 113-012

**List of Adjacent Property Owners**

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

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

	<u>Name</u>	<u>Address</u>
TMP <u>113-013</u>	1. <u>John &amp; Kris Bolton</u>	
TMP <u>113-113</u>	2. <u>Blacks Mill Re</u>	
TMP <u>113-010</u>	3. <u>Johnson Family Group</u>	
TMP <u>113-178</u>	4. <u>Native Custom Stone</u>	
TMP <u>113-015</u>	5. <u>WLW Investments</u>	
TMP <u>113-020</u>	6. <u>Mosaic Capital</u>	
TMP _____	7. _____	
TMP _____	8. _____	
TMP _____	9. _____	
TMP _____	10. _____	
TMP _____	11. _____	
TMP _____	12. _____	
TMP _____	13. _____	
TMP _____	14. _____	
TMP _____	15. _____	

Use additional sheets if necessary.

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

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

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

This notice and acknowledgement shall be public record.

Applicant Signature: Karen Reece

Applicant Printed Name: Karen Reece

Application Number: 2A 15-07

Date Signed: 10/9/15

Sworn and subscribed before me

this 9 day of Oct., 2015.

Rachel G. Burton  
Notary Public

My Commission Expires: 11/1/2015





STATE OF GEORGIA            Dawson  
COUNTY OF \_\_\_\_\_

**LETTERS TESTAMENTARY  
(Relieved of Filing Returns)**

By Jennifer Burt \_\_\_\_\_, Judge of the Probate Court of said County.

KNOW ALL WHOM IT MAY CONCERN:

That on the 15th day of November, 2002, at a regular term of the Probate Court, the last Will and Testament dated May, 21 of 1998 her Dortha Sue Lowman Sosebee deceased, at the time of \_\_\_\_\_ death a resident of said County, was legally proven in Solemn form and was admitted to record by order, and it was further ordered that Karen Lowman Reece named as Executor(s) in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor(s).

NOW, THEREFORE, the said Karen Lowman Reece \_\_\_\_\_, having taken the oath of office and complied with all the necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all the powers of Executor(s) under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, the 15th day of November, 2002.

Jennifer Burt  
Judge of the Probate Court

NOTE: The following must be signed if the judge does not sign the original of this document:

Issued by: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Clerk, Probate Court

# 2014 Property Tax Statement

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

Bill No.	Due Date	CURRENT YEAR DUE
2014-8116	12/01/2014	\$0.00

Map: 113 012  
 Last payment made on: 10/2/2015  
 Location: 5782 HWY 53 E

**MAKE CHECK OR MONEY ORDER PAYABLE TO:**

Dawson County Tax Commissioner

LOWMAN DOROTHY SUE  
 85 TAYLOR RD  
 DAWSONVILLE, GA 30534

Payment deadline for 2015 taxes is December 1, 2015, for property you owned in Dawson County on January 1st 2015. If you sold the property during the year, you are still responsible by state law to insure this bill is paid by forwarding the bill to the NEW OWNER and bringing a copy of your closing statement to our office within 90 days of the due date.

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

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

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



**Tax Payer:** LOWMAN DOROTHY SUE  
**Map Code:** 113 012 REAL  
**Description:** LT 1 LL 224 LD 13  
**Location:** 5782 HWY 53 E  
**Bill No.:** 2014-8116  
**District:** 001 DAWSON COUNTY UNINCORPORATED

Phone: (706) 344-3520 Fax: (706) 344-3522

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good Through	Exemptions
\$81,410.00	\$108,528.00	6.8000	\$189,938.00	12/01/2014		11/02/2015	

TAXING ENTITY	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
STATE TAX	189,938.00	75,975.00		75,975.00	0.100	7.60		7.60	
COUNTY M&O	189,938.00	75,975.00		75,975.00	13.618	1,034.63		618.29	
SALES TAX ROLLBACK				75,975.00	-5.480		-416.34		
SCHOOL M&O	189,938.00	75,975.00		75,975.00	17.246	1,310.26		1,310.26	
<b>TOTALS</b>						<b>25,484</b>	<b>2,352.49</b>	<b>-416.34</b>	<b>1,936.15</b>

You can pay your bill by mail or on our website at [www.dawsoncountytax.com](http://www.dawsoncountytax.com). If postmarked after December 1, 2015, interest at a rate of 1% will be added to your bill the day after and every month thereafter until paid. After 90 days a penalty of 10% will be added.  
 If bill is marked appealed-temporary the bill is 85% of total bill pending settlement of appeal.  
 For your convenience a drop box is located at end of handicapped parking.

Current Due:	\$1,936.15
Penalty:	\$193.62
Interest:	\$130.71
Other Fees:	\$13.00
Prev. Payments:	\$2,273.48
Back Taxes:	\$0.00
<b>TOTAL DUE:</b>	<b>\$0.00</b>



Map data ©2015 Google 20 ft

October 2, 2015

Ms. Niki M. McCall  
Dawson County Planning & Development  
25 Justice Way, Suite 2322  
Dawsonville, GA 30534

Dear Ms. McCall:

Please accept my application and supporting documents for rezoning of my mother's estate property located at 5816 Highway 53 East, Dawsonville, GA 30534

This property currently has two suites that we rent/lease to tenants. I am requesting that this property be rezoned to C-HB/Commercial Highway Business in order for us to rent/lease to tenants providing different services.

Currently our tenant is Country Dog Salon. We have a potential renter that would like to have a tire shop.

As I understand the current zoning, we are no longer able to rent/lease to different entities and I respectfully request the rezoning to C-HB in order to be able to rent/lease to individuals/companies that will stay in compliance with the county's set zoning rules.

You and Rachael have been extremely helpful through this process. Please let me know if I am missing anything and I will surely get it promptly for you.

Sincerely,



Karen Reece

**LEGEND:**

- I.P.F. - IRON PIN FOUND
- R.B.S. - REBAR SET
- R.B.F. - REBAR FOUND
- P/L - PROPERTY LINE
- R/W - RIGHT OF WAY
- N/F - NOW OR FORMERLY
- C/L - CENTER LINE
- X- - FENCE
- - POWER POLE (P.P.)
- DB.- DEED BOOK
- PB.- PLAT BOOK
- PG. - PAGE
- B/S - BUILDING SETBACK

**BUILDING SETBACKS**

FRONT = 60'  
SIDE = 10'  
REAR = 20'

**ZONED: RSRMM**

**NOTES:**

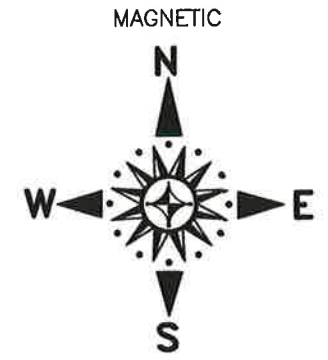
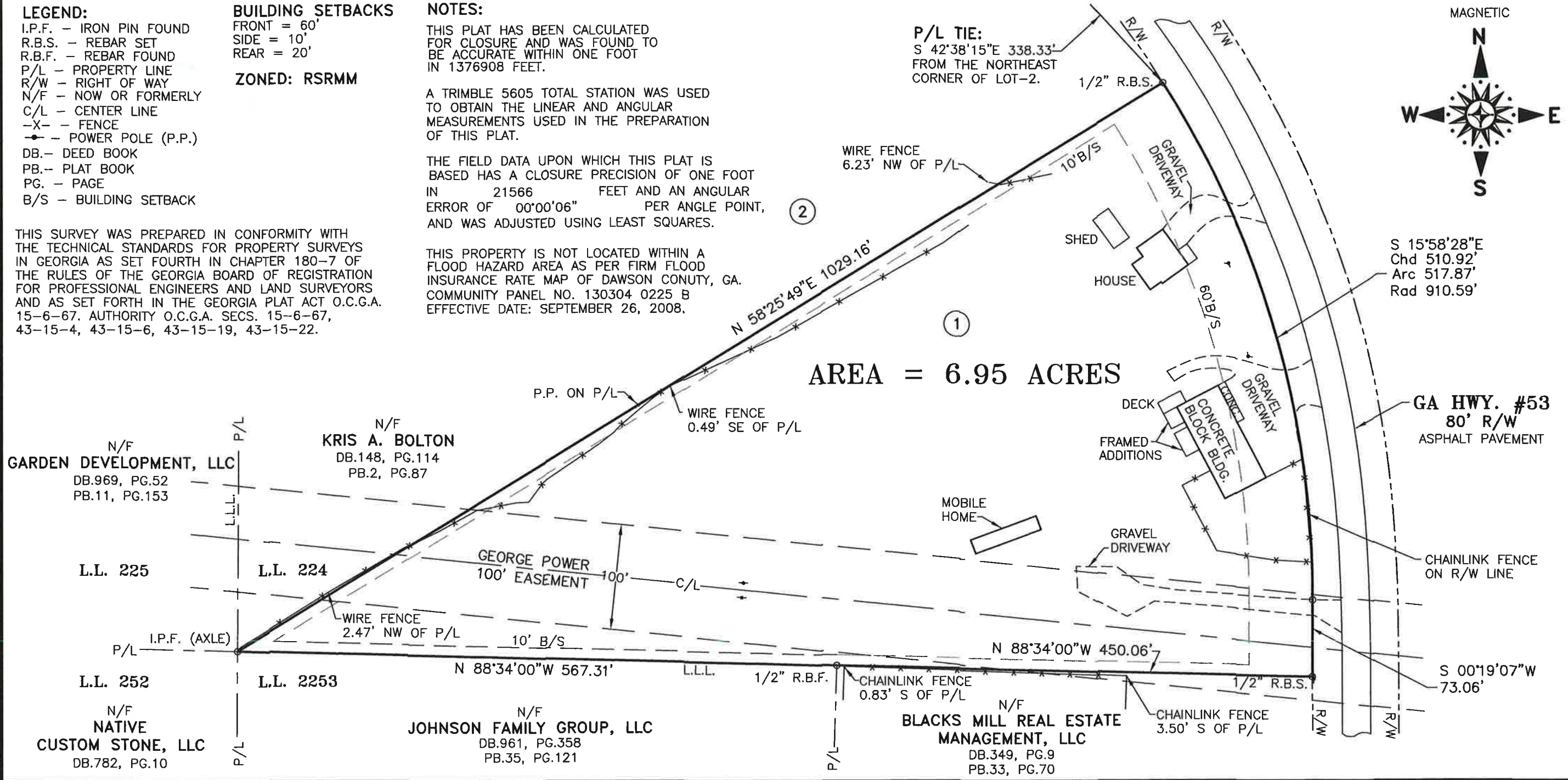
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1376908 FEET.

A TRIMBLE 5605 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 21566 FEET AND AN ANGULAR ERROR OF 00°00'06" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF DAWSON CONUTY, GA. COMMUNITY PANEL NO. 130304 0225 B EFFECTIVE DATE: SEPTEMBER 26, 2008.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.



PREPARED BY:  
**BENCHMARK LAND SURVEYING, P.C.**  
4012 DARRYL LANE  
GAINESVILLE GEORGIA 30506  
PHONE: 770 532 7203  
EMAIL: benchmark.inc@mindspring.com

PLAT OF BOUNDARY SURVEY FOR:  
**KAREN REECE**  
BEING ALL OF LOT 1 OF THE "J.A. BRUCE ESTATE" (PLAT BOOK-2, PAGE-87)

100 0 100 200 300  
GRAPHIC SCALE: 1"=100'

LOCATED IN:  
**LAND LOT - 224  
SOUTH HALF OF THE  
13TH LAND DISTRICT  
FIRST SECTION  
DAWSON COUNTY, GEORGIA**

JOB #: 03-003  
SCALE: 1" = 100'  
DATES:  
FIELD SURVEY:  
10-8-2015  
PLAT PREPARATION:  
10-8-2015

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**DAWSON COUNTY PLANNING COMMISSION MEMORANDUM**

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**DATE:** NOVEMBER 9, 2015  
**TO:** DAWSON COUNTY PLANNING COMMISSION  
**FROM:** RACHEL BURTON, PLANNING AND DEVELOPMENT DIRECTOR  
**MEETING:** NOVEMBER 17, 2015 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER,  
ASSEMBLY ROOM 2303

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**CASE #:** ZA 15-07  
**APPLICANT:** Karen Reece  
**STATUS OF APPLICANT:** Owner  
**SITE LOCATION:** 5716 HWY 53 E (TMP 113-012)  
**COMMISSION POST:** 4  
**REQUESTED ACTION:** to rezone 6.8 acres from RSRMM (Residential Sub-Rural  
Manufactured/Moved) to C-HB (Commercial Highway Business) and a  
front setback variance for house and concrete block building  
**PROPOSED USES:** Commercial Business  
**SURROUNDING ZONING  
DISTRICTS:** North – C-HB (Commercial Highway Business) & CPCD (Commercial  
Planned Comprehensive Development)  
South – CPCD (Commercial Planned Comprehensive Development) &  
RA (Residential Agriculture)  
East – C-HB (Commercial Highway Business) & CPCD (Commercial  
Planned Comprehensive Development)  
West - RSRMM (Residential Sub-Rural Manufactured/Moved)  
**SURROUNDING LAND USES:** North – Proposed Commercial Property and Vacant Property  
South – Commercial Business and Vacant Property  
East – Commercial Business and Vacant Property  
West – Occupied Residential Property  
**FLUP CLASSIFICATION:** Commercial-Highway  
**SUBJECT PROPERTY  
HISTORY:** No Rezoning History  
**ACCESS:** Highway 53 East

**ANALYSIS AND COMMENTS:**

The subject property consists of approximately 6.8 acres (TMP 113-012). The subject property is currently zoned RSRMM. Adjacent properties are zoned residential sub-rural manufactured/moved and commercial highway business. The 2033 Comprehensive Plan Future Land Use Map recommends the property be Commercial Highway Business.

The applicant has notified Dawson County in the letter of intent that she intends to rezone this property to allow for renting/leasing the current building, which consists of two separate suites, to tenants who provide different services. There is currently a dog salon in one suite and they have a potential renter that would like to have a tire shop in the other suite. The applicant has also requested a front building setback variance for the existing commercial building and the existing house that are encroaching within the front setback. The request is for a front setback of 45' instead of the required 60' for the existing house and a front setback of 35' for the existing concrete block building instead of the required 60'.

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

**A. The existing uses and classification of nearby property.**

The adjacent properties surrounding the subject property are zoned C-HB, CPCD, and RSRMM with single family residences.

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

The Future Land Use Plan (FLUP) currently recognizes Commercial-Highway for the subject property. The proposed rezoning does align with the FLUP.

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

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

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

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

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

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

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

The subject property currently has a commercial business.

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

The property has been used commercially as a non-conforming use since 2005.

## Photographs:



Zoning sign on subject property.



Existing commercial building on subject property.

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

- a) **Engineering Department** – No comments necessary.
- b) **Environmental Health Department** – No comments at this time.
- c) **Emergency Services** – Fire Station 2 would service this location with a distance of 2-3 miles. Response time would be 5-10 minutes by both paid and volunteer firefighters. The fire rating for the area is 5. Occupancy class is B, with a low degree of hazard. Number of approved fire apparatus access roads is one. Zoning will not have an impact on Emergency Services' response time, manpower, apparatus and work load.
- d) **Etowah Water & Sewer Authority** – A 12" domestic waterline is available across GA 53. Sewer is not available to this site.
- e) **Dawson County Sheriff's Office** – Police protection is adequate and no additional manpower, equipment, or construction would be necessary.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – The sight distance at both driveways needs to be verified. The two driveways will need to be reconstructed to standard GDOT driveways.

## **Recommendation**

Staff has reviewed the application for rezoning from RSRMM to C-HB and the front setback variance requests for the subject property. Based on the information provided and the surrounding uses staff recommends **APPROVAL with STIPULATION** of the rezoning request and **APPROVAL** for a 45' front setback for the existing house and a 35' front setback for the existing concrete block building on site. The current Future Land Use Plan does align with the proposed C-HB zoning request.

### **APPROVAL WITH STIPULATION:**

1. Verify sight distance for both driveways and acquire necessary GDOT permits for the two driveways meeting GDOT standard driveway requirements.

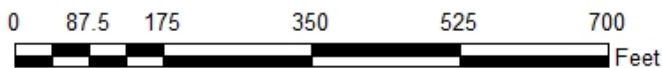


cc: Dawson County Board of Commissioners  
Joey Homans, County Attorney  
Danielle Yarborough, County Clerk

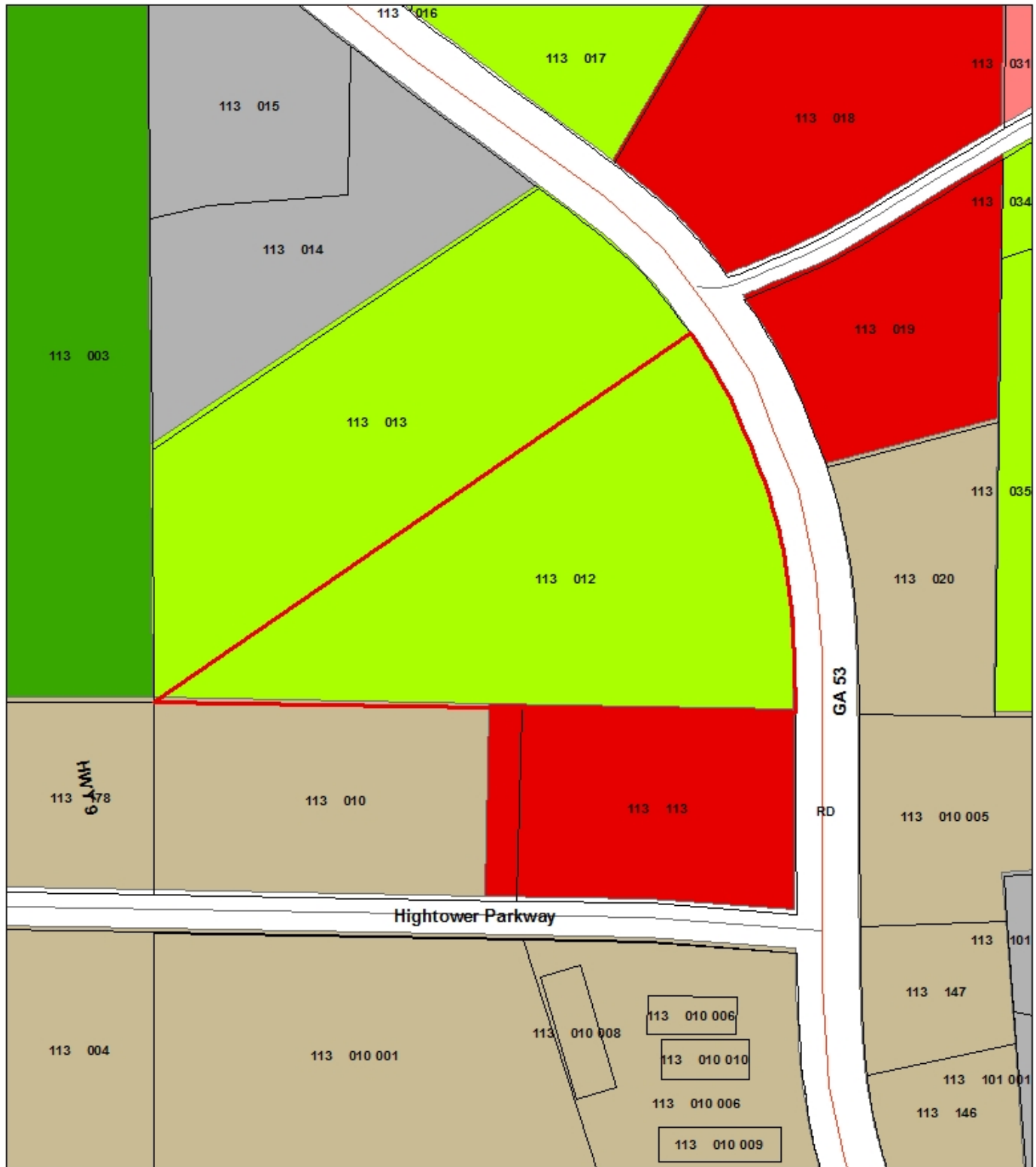
Attachments: Maps



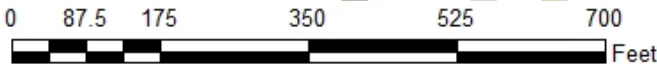
- Legend**
- Parcel
  - County Line
  - Road Type
  - County RD
  - State Hwy
  - US Hwy
  - Davsonville
  - 2 Contours - south



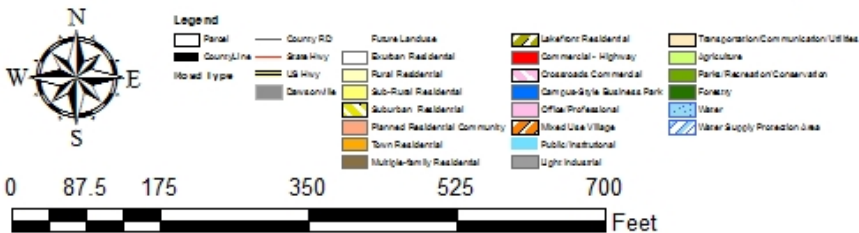
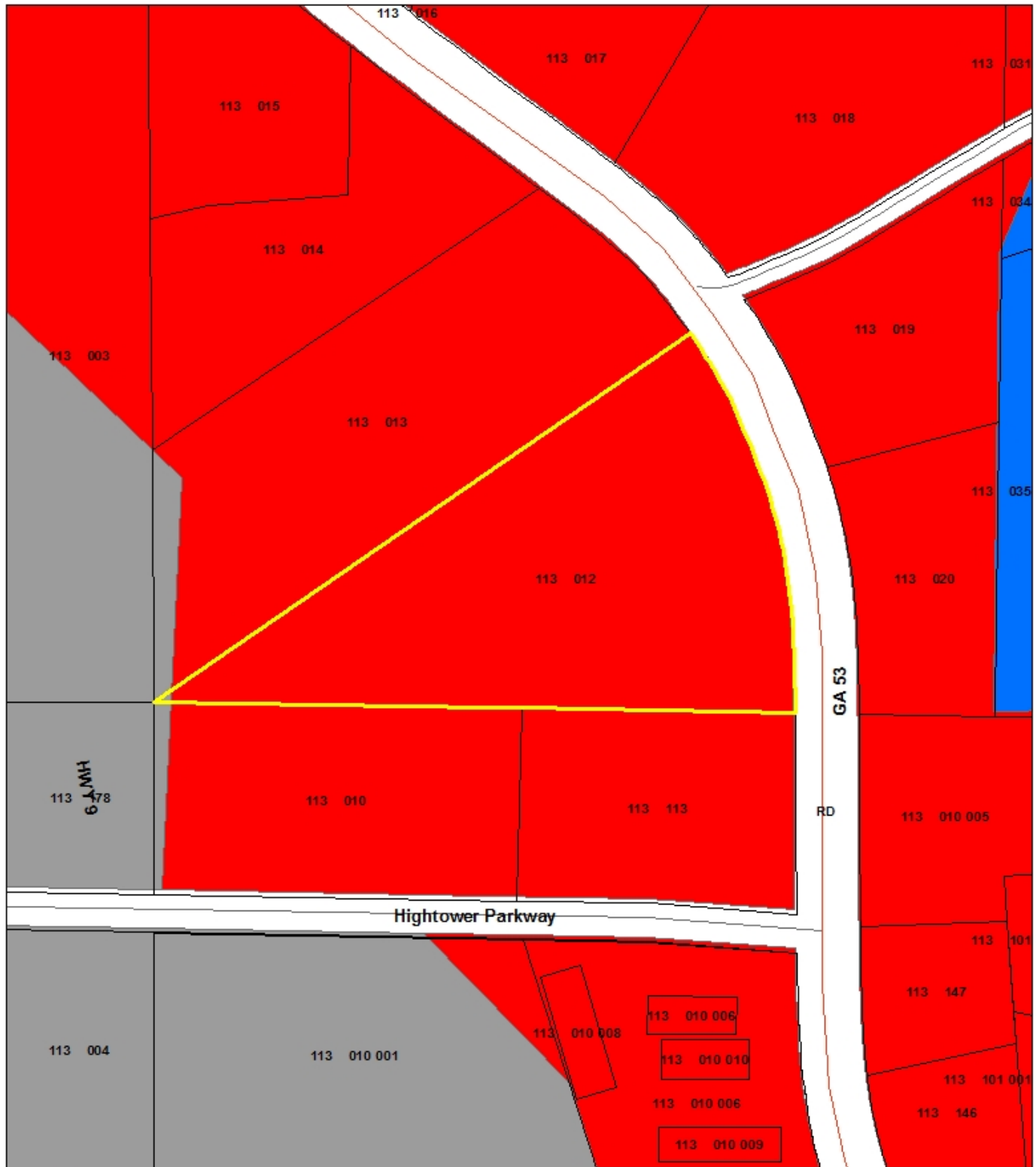
## ZA 15-07 Aerial w/Topo



Legend		Zoning	Color
Parcel	County RD	RMF	Blue
CountyLine	State Hwy	RMHP	Light Blue
US Hwy	US Hwy	RT	Light Green
Road Type	Devonville	RM	Light Yellow
		MIXED USE VILLAGE	Light Green
		RI	Light Green
		RPC	Light Green
		RR	Light Green
		RRM	Light Green
		VC	Light Green
		VCR	Light Green
		CT	Light Green
		COI	Blue
		COB	Red
		OHG	Red
		OHF	Red
		OPCD	Red
		ORF	Red
		OTG	Red
		OTF	Red



## ZA 15-07 Current Zoning



## ZA 15-07 Future Land Use

**Backup material for agenda item:**

2. **ZA 15-08** - Dawson County has made a request to rezone 116.43 acres from CPCD (Commercial Planned Comprehensive District) to C-IR (Commercial Industrial Restricted) and C-HB (Commercial Highway Business). The properties are located at TMPs 105-032, 105-032-001 through 105-032-005, 113-004, 113-004-001 through 113-004-003, 113-004-009 through 113-004-011, 113-010, 113-0101-001 through 113-0101-003, 113-010-006 through 113-010-008, 113-010-010, 113-010-011, 113-178, 113-181, and 113-183 through 113-184.

**DAWSON COUNTY REZONING APPLICATION**

\*\*\*This portion to be completed by Zoning Administrator\*\*\*

ZA ZA 15-08 Tax Map & Parcel # (TMP): see attached  
Submittal Date: 10/9/2015 Time: 11:30 am/pm Received by: NM (staff initials)  
Fees Assessed: Waived Paid: Waived by County Commission District: \_\_\_\_\_  
Planning Commission Meeting Date: November 17, 2015  
Board of Commissioners Meeting Date: December 17, 2015

**APPLICANT INFORMATION** (or Authorized Representative)

Printed Name: Rachel Burton on behalf of Dawson County  
Address: 25 Justice Way, Suite 2322, Dawsonville, GA 30534

Phone: Listed 706-344-3500 x 42337 Email: Business rburton@dawsoncounty.org  
Unlisted \_\_\_\_\_ Personal \_\_\_\_\_

Status: [ ] Owner [ ] Authorized Agent [ ] Lessee [ ] Option to purchase

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

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

**PROPERTY OWNER/PROPERTY INFORMATION**

Name: See attached  
Street Address of Property being rezoned: Hightower West Dr/Hightower Pkwy/Easy St/GA 53  
Rezoning from: C-PCD to: C-IR & C-HB Total acreage being rezoned: 116.43  
Directions to Property: \_\_\_\_\_

Subdivision Name (if applicable): \_\_\_\_\_ Lot(s) #: \_\_\_\_\_

Current Use of Property: Industrial

Any prior rezoning requests for property? Yes if yes, please provide rezoning case #: ZA 95-0596-01/97-0603-07/R 03-07/VR 05-04

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

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

If yes, what section? 113-010/113-010-001/113-010-006/113-010-003/110-010-002/113-010-011/113-010-007/113-010-008/113-010-010C

**SURROUNDING PROPERTY ZONING CLASSIFICATION:**

North C-IR/R-A/RSRMM South R-A East C-PCD/C-HB West R-A

Access to the development will be provided from:

Road Name: Hwy 53 Type of Surface: Asphalt

**REQUESTED ACTION & DETAILS OF PROPOSED USE**

Rezoning to: C-IR & C-HB  Special Use Permit for: \_\_\_\_\_

Proposed Use: Industrial

Existing Utilities:  Water  Sewer  Gas  Electric

Proposed Utilities:  Water  Sewer  Gas  Electric

**RESIDENTIAL**

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

Minimum Heated Floor Area: \_\_\_\_\_ sq. ft. Density/Acre: \_\_\_\_\_

Type:  Apartments  Condominiums  Townhomes  Single-family  Other

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

**COMMERCIAL & INDUSTRIAL**

Building area: Varies No. of Parking Spaces: Varies per use

## APPLICANT CERTIFICATION

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

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

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

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

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

Signature Rachel Burtar

Date 10/9/2015

Witness Dine Callahan

Date 10/9/2015

---

## WITHDRAWAL

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

I hereby withdraw application # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Withdrawal of Application:

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



**List of Adjacent Property Owners**

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

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

Name

Address

TMP _____	1.	<u>see attached</u>
TMP _____	2.	_____
TMP _____	3.	_____
TMP _____	4.	_____
TMP _____	5.	_____
TMP _____	6.	_____
TMP _____	7.	_____
TMP _____	8.	_____
TMP _____	9.	_____
TMP _____	10.	_____
TMP _____	11.	_____
TMP _____	12.	_____
TMP _____	13.	_____
TMP _____	14.	_____
TMP _____	15.	_____

Use additional sheets if necessary.

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

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

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

This notice and acknowledgement shall be public record.

Applicant Signature: Rachel Burton

Applicant Printed Name: Rachel Burton

Application Number: ZA 15-08

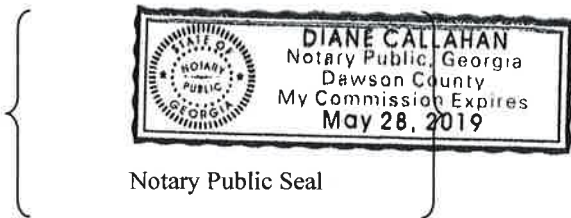
Date Signed: 10/9/2015

Sworn and subscribed before me

this 9th day of October, 2015.

Diane Callahan  
Notary Public

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



October 9, 2015

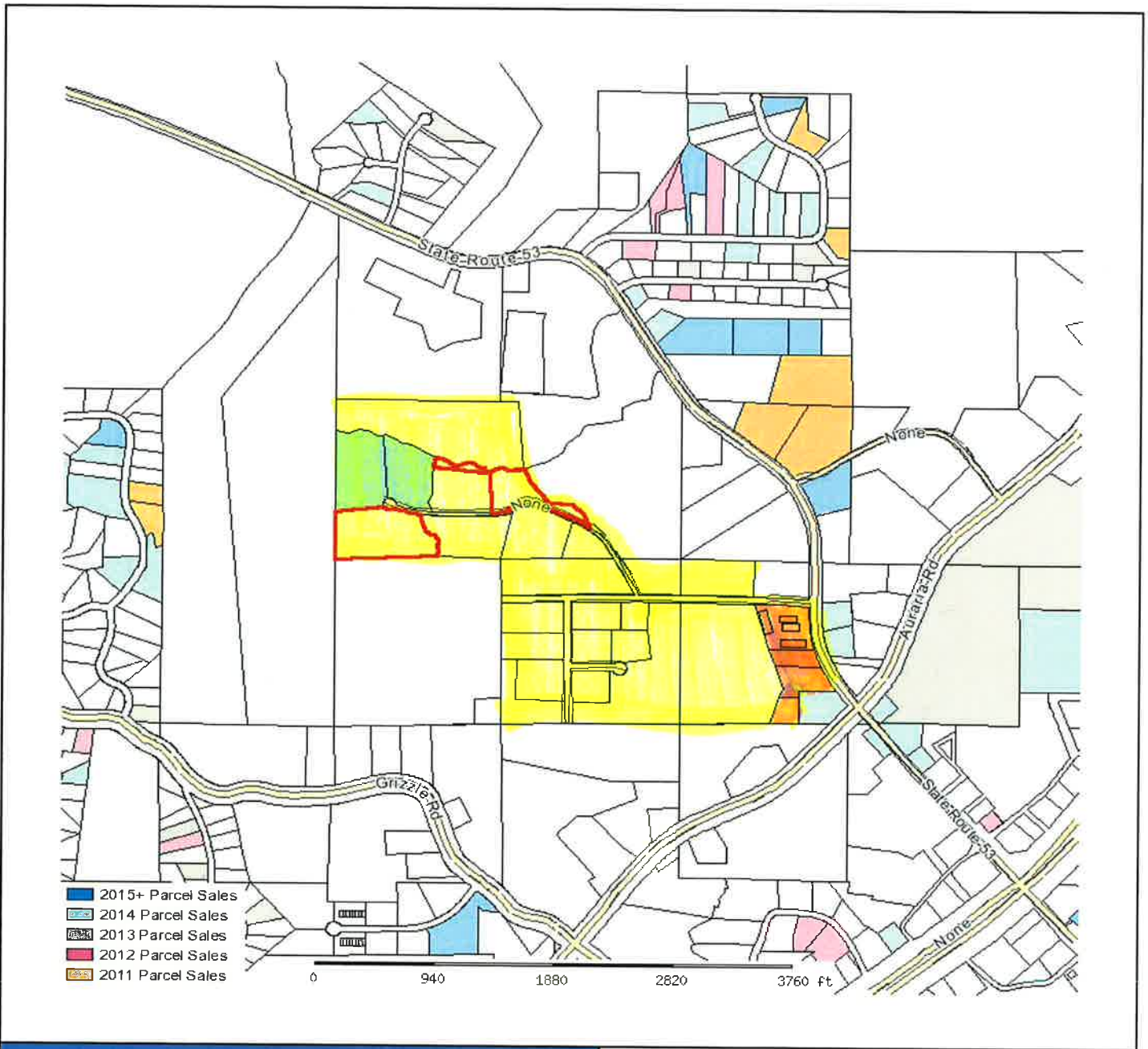
**RE: Rezoning of TMP's 105-032, 105-032-001:005, 113-004, 113-004-001:003, 113-004-009:011, 113-010, 113-010-001:003, 113-010-006:008, 113-010-010:011, 113-178, 113-181, 113-183, 113-184 from C-PCD to C-IR**

The subject property was rezoned to C-PCD in 1996 and 1997 (ZA 96-01 & ZA 97-06) for a proposed planned commercial/industrial development.

The Land Use Resolution was amended in 1994 to include the C-PCD zoning district which permitted all C-IR uses. In 2005, the C-PCD zoning district was amended excluding uses allowed in C-IR from the permitted uses.

The intent of the 1996/1997 rezoning cases was for industrial uses, however the current Land Use Resolution does not allow for such uses within the C-PCD zoning district. The rezoning request to C-IR will allow for the industrial uses currently being used and proposed future uses.





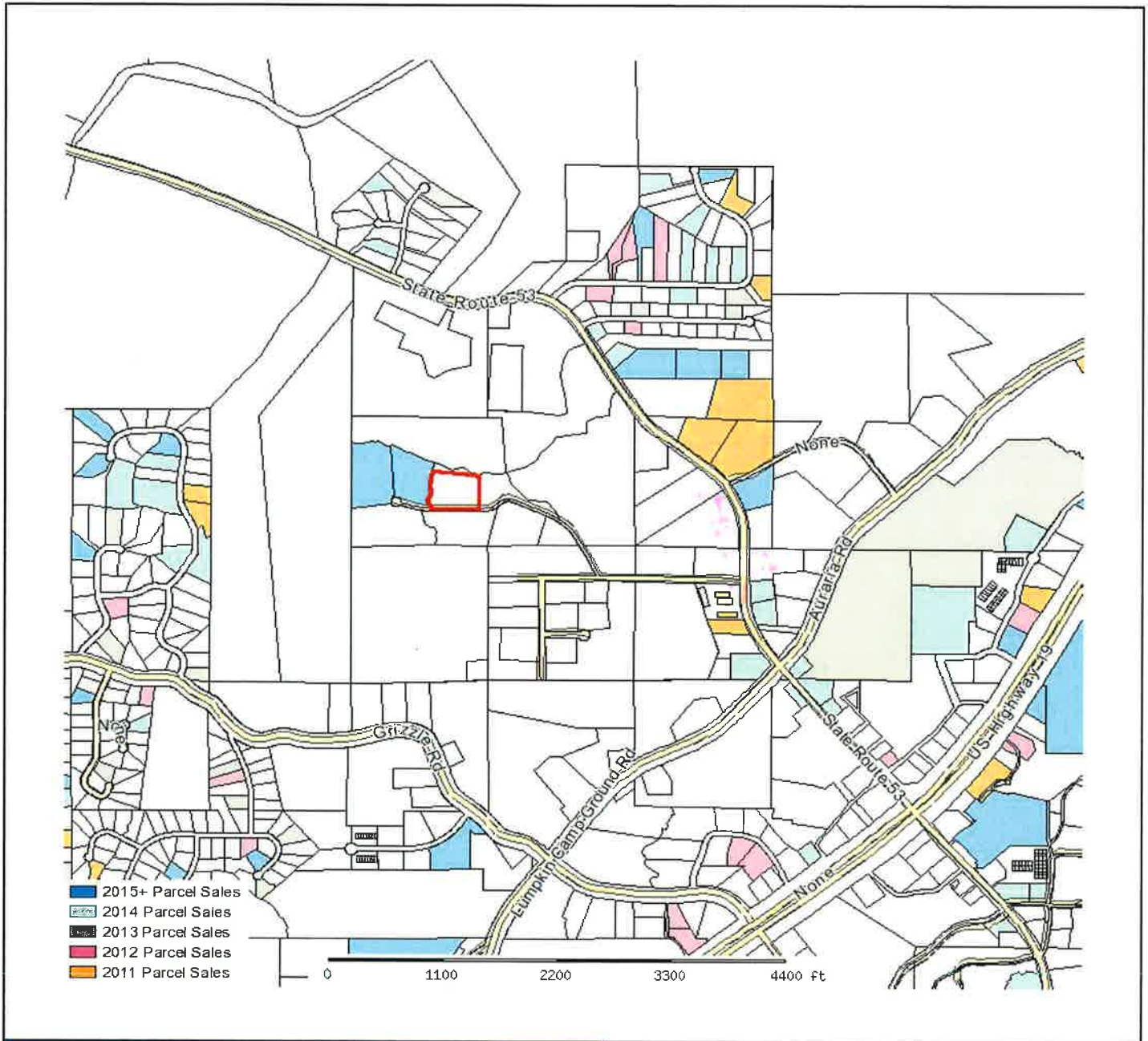
Dawson County Assessor			
Parcel: 105 032 Acres: 13.33			
Name:	BYRD MARK	Land Value	\$60,000.00
Site:	0	Building Value	\$0.00
Sale:	\$187,500 on 10-1995 Reason=FM Qual=Q	Misc Value	\$0.00
Mail:	5040 HWY 53 EAST	Total Value:	\$60,000.00
	DAWSONVILLE, GA 30534		



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 10/13/15 : 10:14:50

■ - CHB  
■ - CIR  
 \* ALL HIGHLIGHTED PARCELS TO BE REZONED  
 67.60 AC  
 6.78 AC  
 41.99 AC  
TOTAL 116.43 AC.

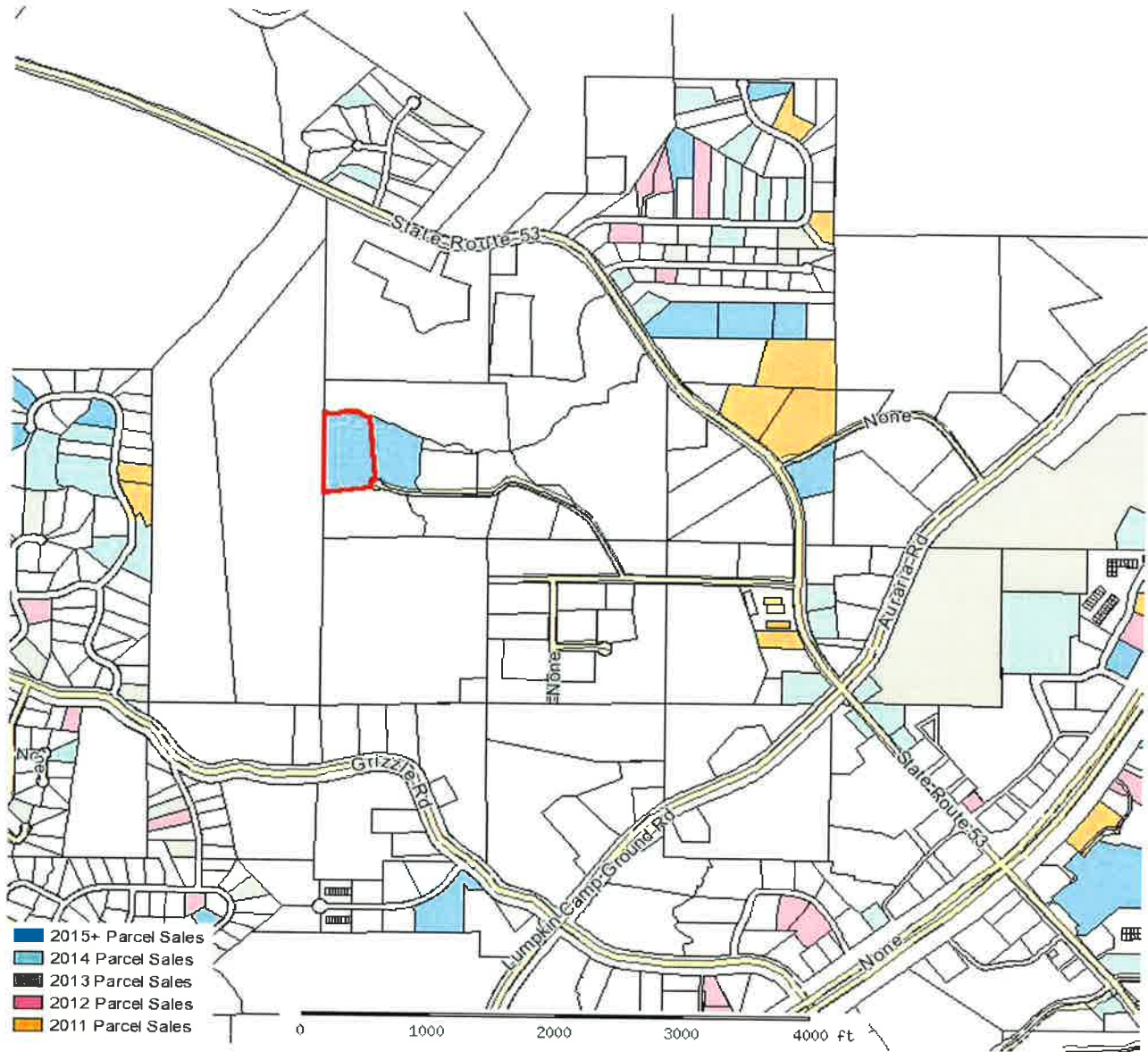


Dawson County Assessor			
Parcel: 105 032 001 Acres: 3.43			
Name:	INGDOM CONNECTION ENTERPRISES LLC	Land Value	\$205,800.00
Site:	310 HIGHTOWER WEST DR	Building Value	\$931,203.00
Sale:	\$1,150,000 on 05-2007 Reason=FM Qual=Q	Misc Value	\$36,432.00
Mail:	2076 MEMORIAL PARK ROAD GAINESVILLE, GA 30504	Total Value:	\$1,173,435.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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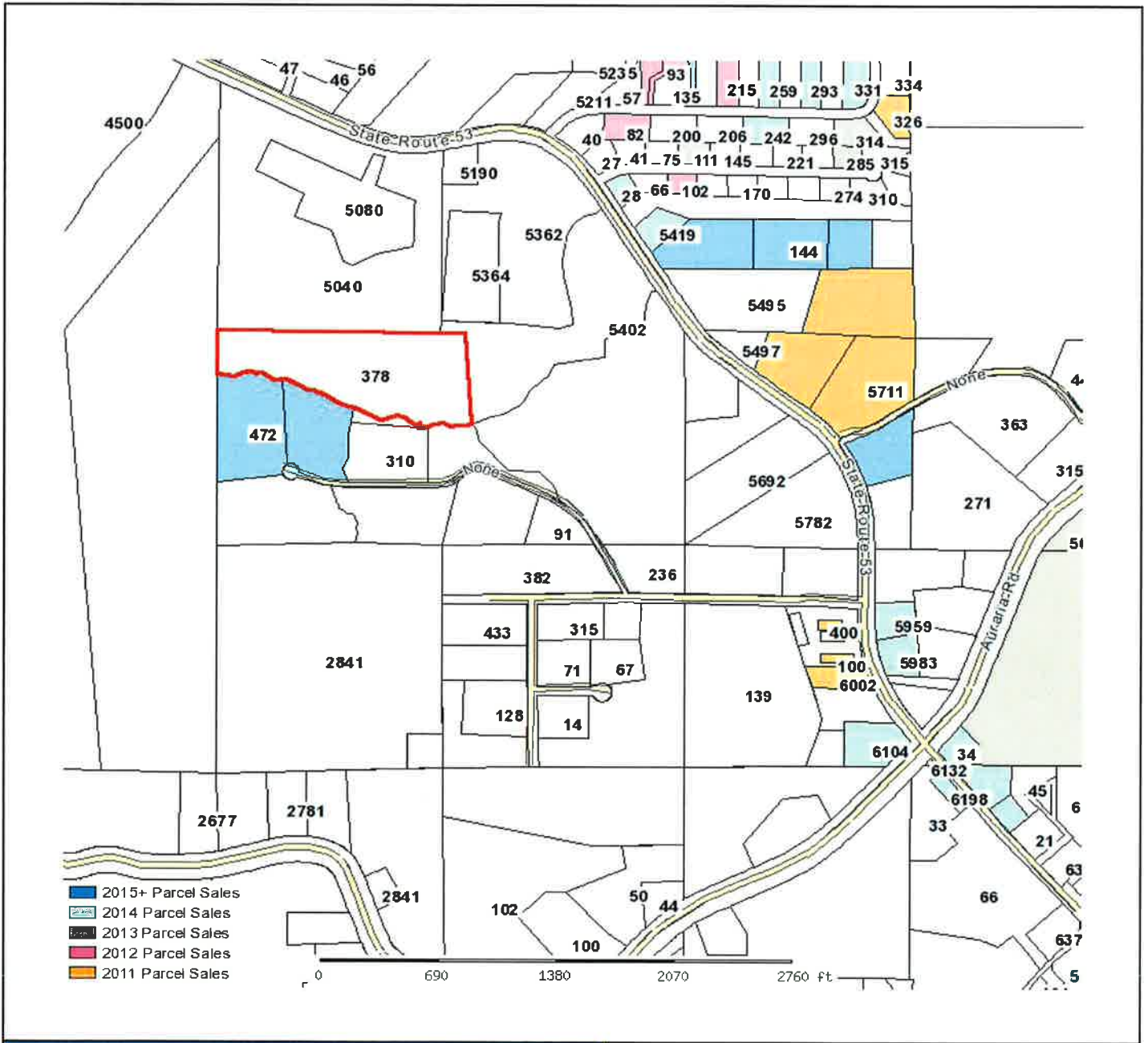


Dawson County Assessor			
Parcel: 105 032 002 Acres: 4.91			
Name:	QPS OF ATLANTA RESIDENTIAL LLC	Land Value	\$294,600.00
Site:	472 HIGHTOWER WEST DR	Building Value	\$347,193.00
Sale:	\$465,000 on 09-2015 Reason=FM Qual=Q	Misc Value	\$20,288.00
Mail:	P O BOX 70186 MARIETTA, GA 30062	Total Value:	\$662,081.00



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Date printed: 10/13/15 : 10:16:13



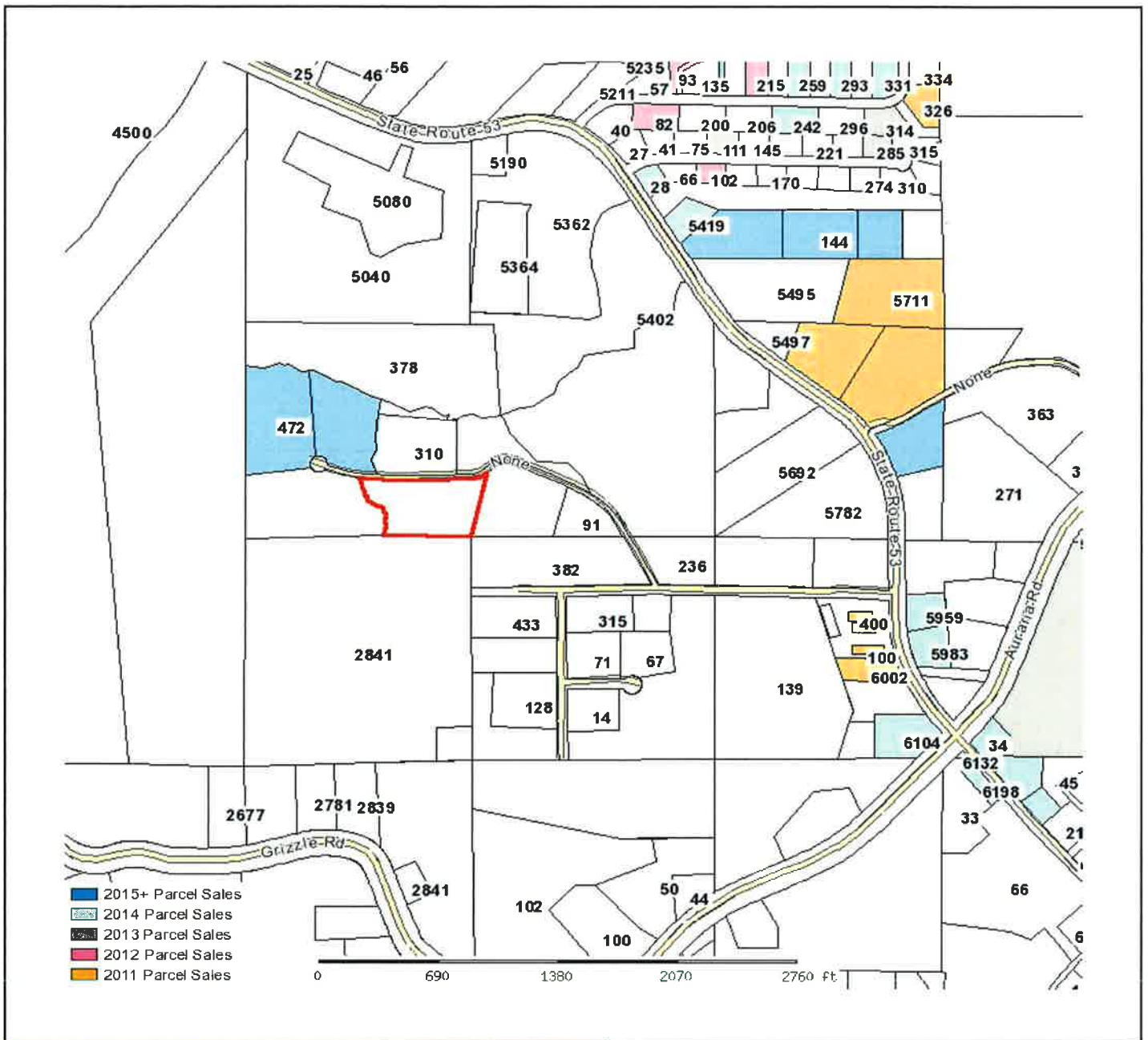
Dawson County Assessor			
Parcel: 105 032 003 Acres: 14.41			
Name:	ERNST-COBB CO INC	Land Value	\$432,300.00
Site:	378 HIGHTOWER WEST DR	Building Value	\$212,824.00
Sale:	\$455,000 on 07-2003 Reason=LM Qual=Q	Misc Value	\$20,827.00
Mail:	P O BOX 809 LAWRENCEVILLE, GA 30046	Total Value:	\$665,951.00



The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

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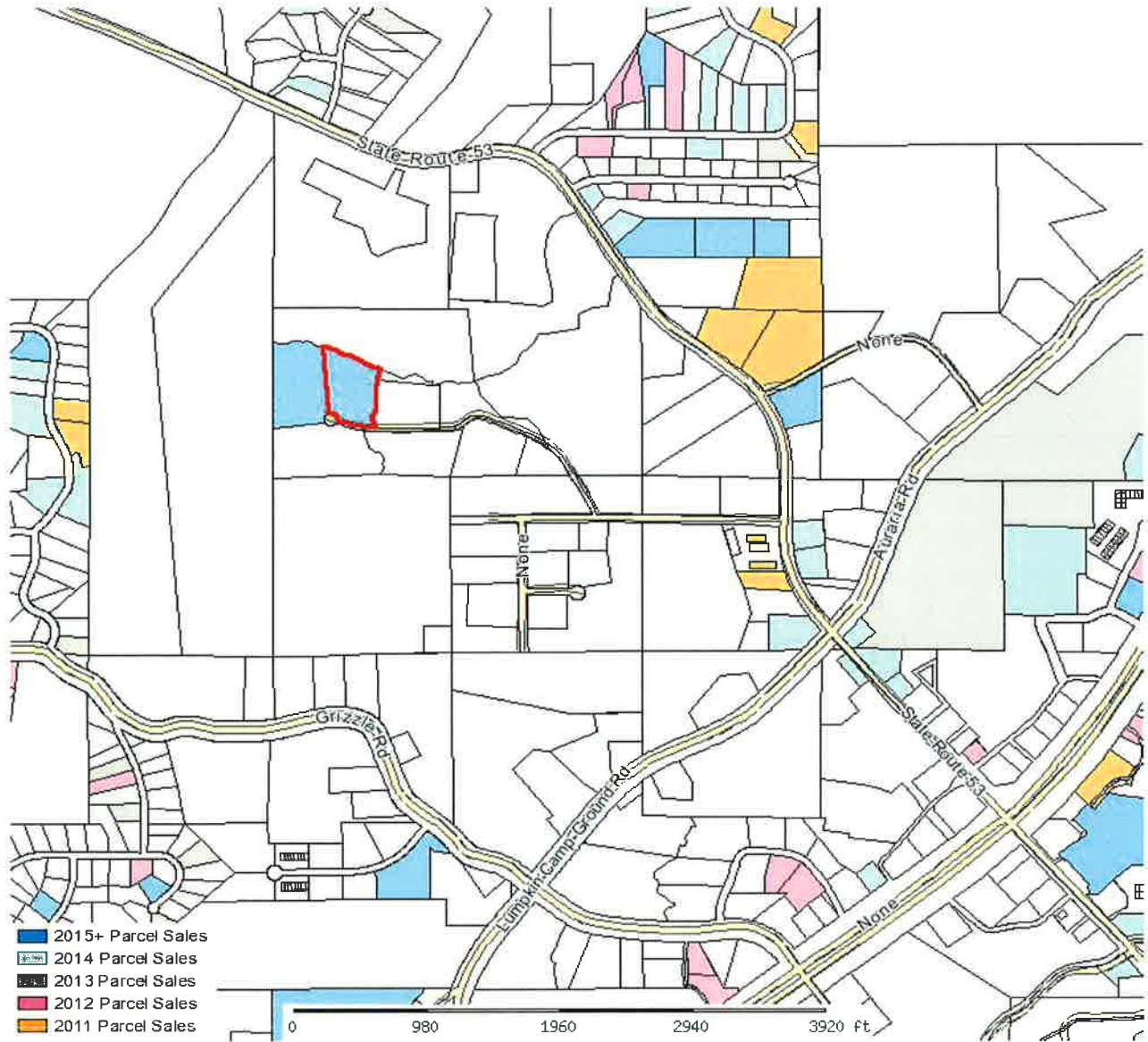


Dawson County Assessor			
Parcel: 105 032 004 Acres: 3.72			
Name:	JONES RONALD EUGENE	Land Value	\$55,800.00
Site:	0	Building Value	\$0.00
Sale:	\$50,000 on 01-2004 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	P O BOX 1345	Total Value:	\$55,800.00
	DAWSONVILLE, GA 30534		



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Date printed: 10/13/15 : 10:17:28

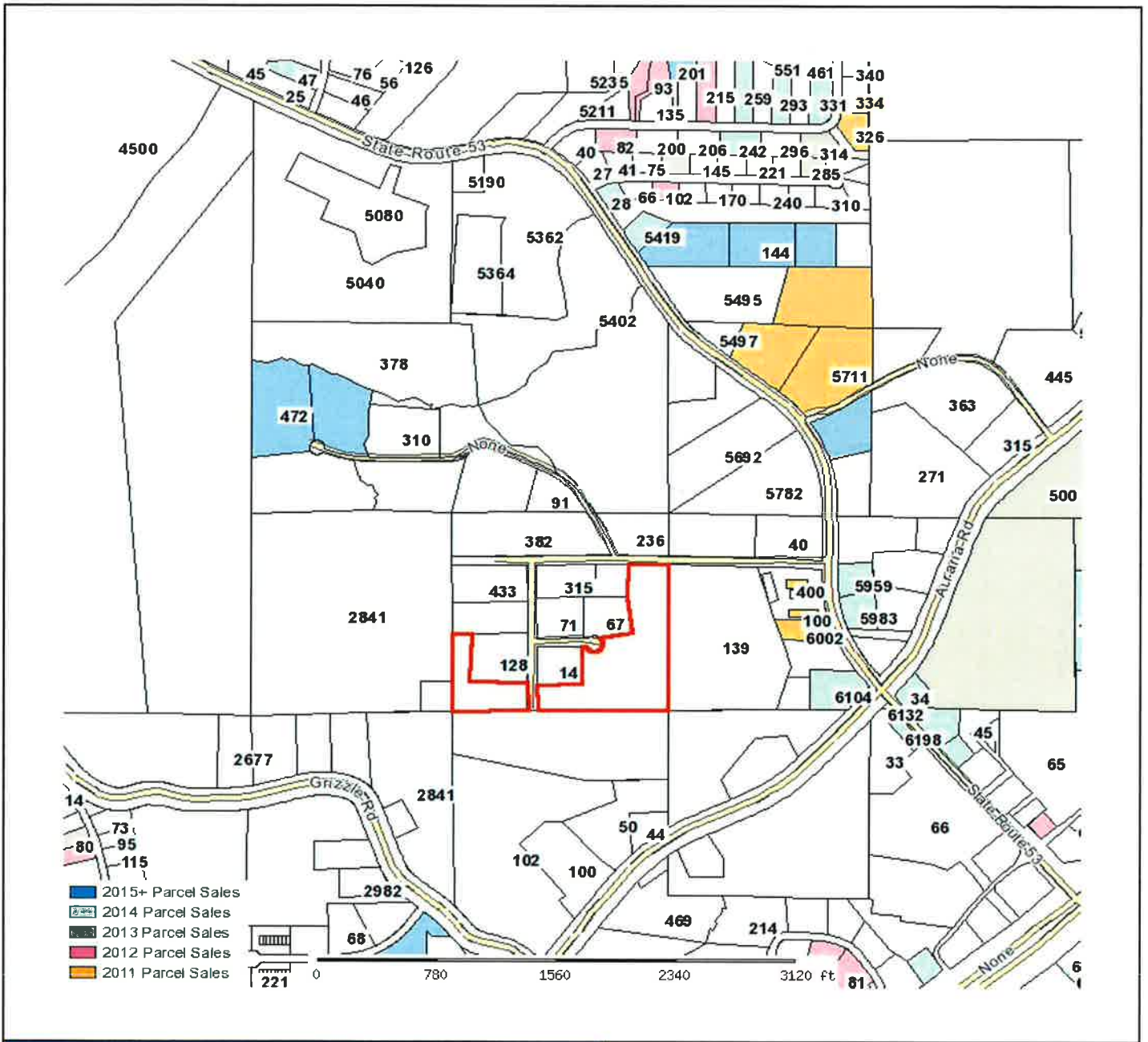


Dawson County Assessor			
Parcel: 105 032 005 Acres: 4.19			
Name:	QPS OF ATLANTA RESIDENTIAL LLC	Land Value	\$175,980.00
Site:	0	Building Value	\$0.00
Sale:	\$465,000 on 09-2015 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	P O BOX 70186 MARIETTA, GA 30062	Total Value:	\$175,980.00



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Date printed: 10/13/15 : 10:18:49



Dawson County Assessor			
Parcel: 113 004 Acres: 11.43			
Name:	WALLACE ROBERT L	Land Value	\$473,202.00
Site:	0	Building Value	\$0.00
Sale:	\$70,000 on 09-1992 Reason=FM Qual=Q	Misc Value	\$0.00
Mail:	100 WALLACE CIRCLE	Total Value:	\$473,202.00
	DAWSONVILLE, GA 30534		



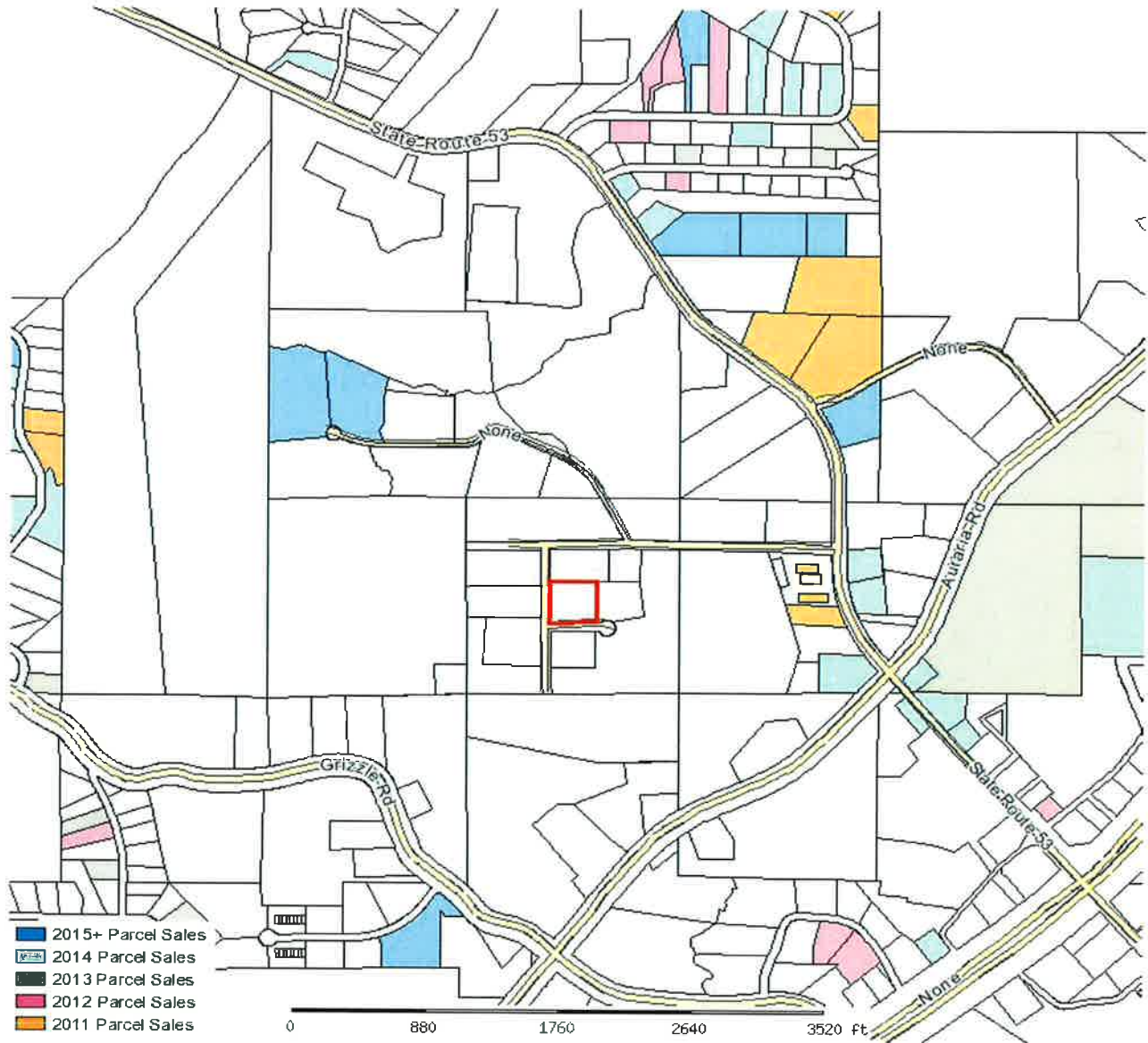
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--  
 Date printed: 10/13/15 : 11:15:52



Dawson County Assessor			
Parcel: 113 004 001 Acres: 6.56			
Name:	FCC INC	Land Value	\$235,373.00
Site:	382 HIGHTOWER PKWY	Building Value	\$56,817.00
Sale:	\$125,562 on 07-1996 Reason=LM Qual=Q	Misc Value	\$17,495.00
Mail:	FAS DEPT 1401-843	Total Value:	\$309,685.00
	1200 URBAN CENTER DR		
	BIRMINGHAM, AL 352422545		



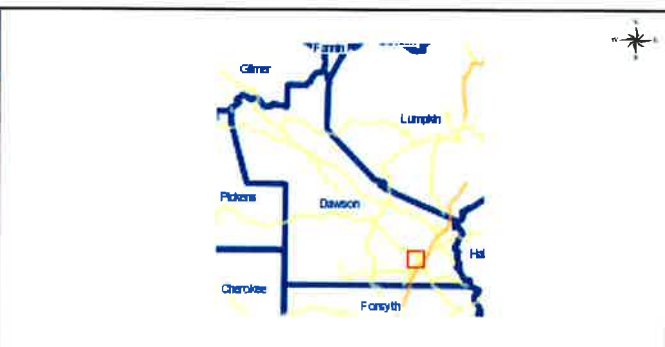
The Dawson County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER DAWSON COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--  
 Date printed: 10/13/15 : 11:13:01



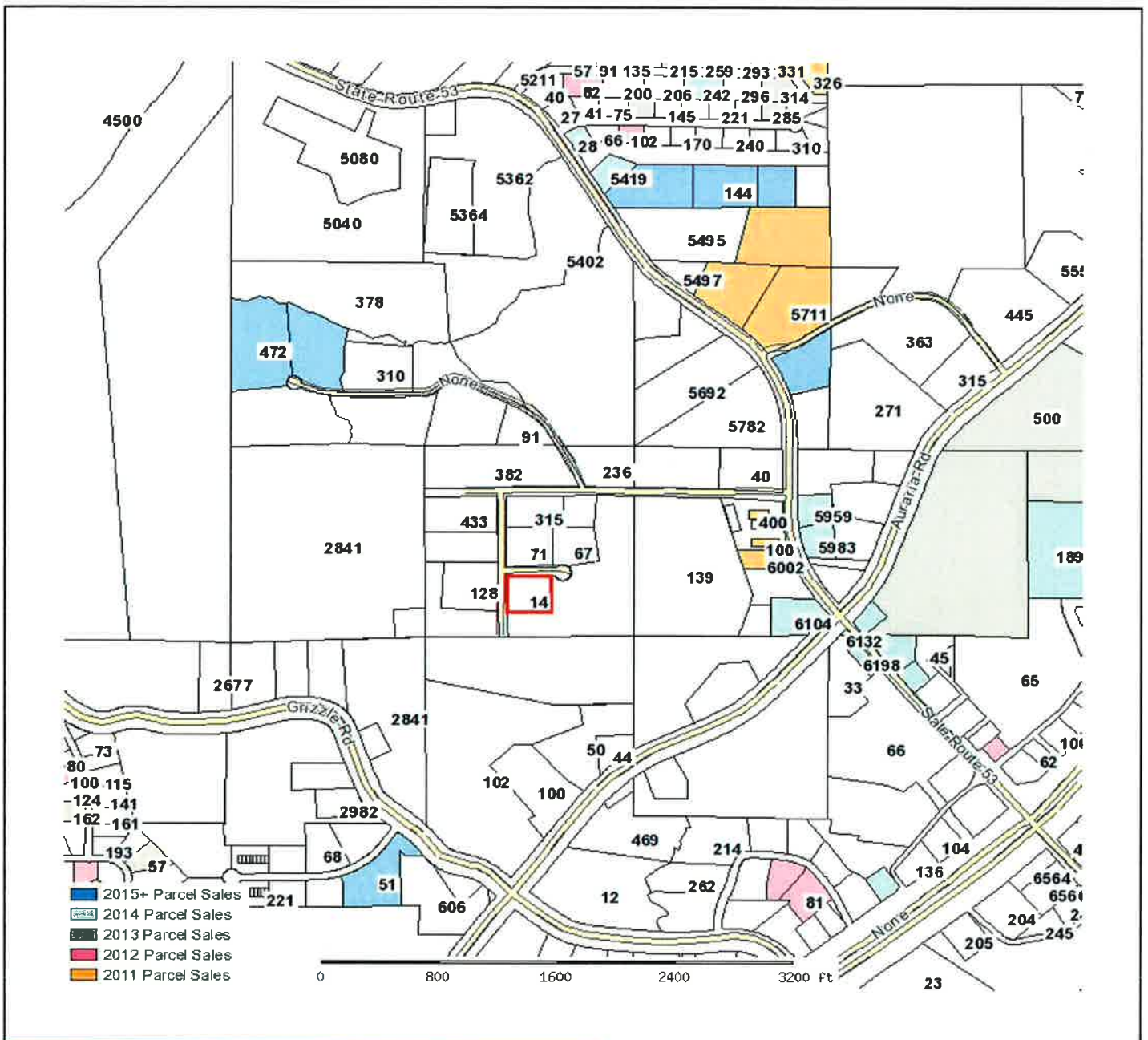
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales
- 2011 Parcel Sales

0 880 1760 2640 3520 ft

Dawson County Assessor			
Parcel: 113 004 002 Acres: 2.01			
Name:	SANVI STEPHEN	Land Value	\$110,952.00
Site:	71 EASY STREET	Building Value	\$776,954.00
Sale:	\$900,000 on 09-2005 Reason=FM Qual=Q	Misc Value	\$11,974.00
Mail:	71 EASY ST DAWSONVILLE, GA 30534	Total Value:	\$899,880.00



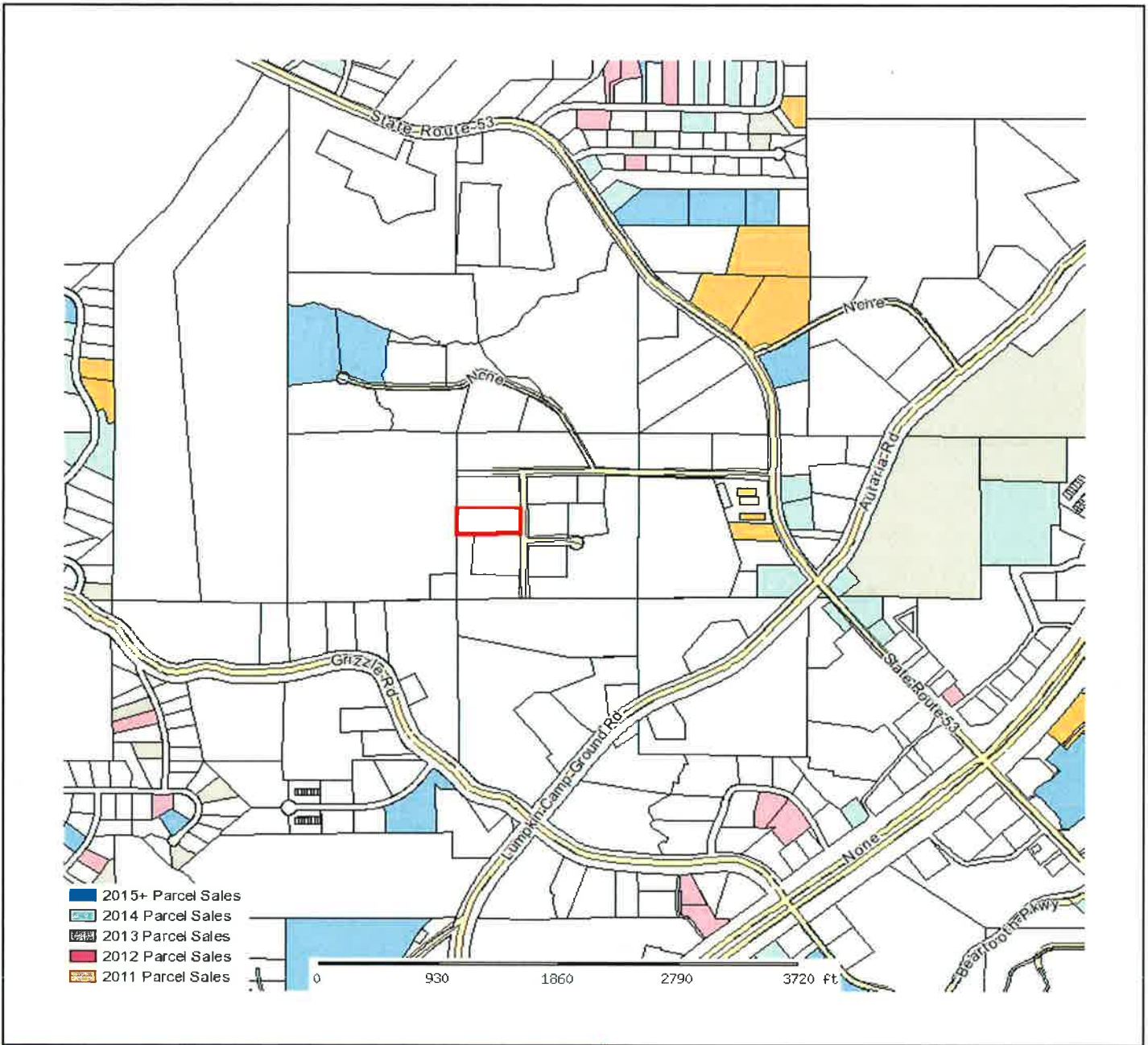
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Date printed: 10/13/15 : 11:16:23



Dawson County Assessor			
Parcel: 113 004 003 Acres: 2			
Name:	BLANKFIELD JAMES M	Land Value	\$99,360.00
Site:	14 AMERICAN WAY	Building Value	\$393,399.00
Sale:	\$50,000 on 09-1997 Reason=LM Qual=Q	Misc Value	\$8,325.00
Mail:	2331 BROOKHURST DRIVE DUNWOODY, GA 30338	Total Value:	\$501,084.00



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Date printed: 10/13/15 : 11:16:52



Dawson County Assessor			
Parcel: 113 004 009 Acres: 2			
Name:	RITE WAY ENVIRONMENTAL INC	Land Value	\$110,400.00
Site:	0	Building Value	\$0.00
Sale:	\$75,000 on 07-2002 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	74 EASY STREET DAWSONVILLE, GA 30534	Total Value:	\$110,400.00



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Date printed: 10/13/15 : 11:14:48



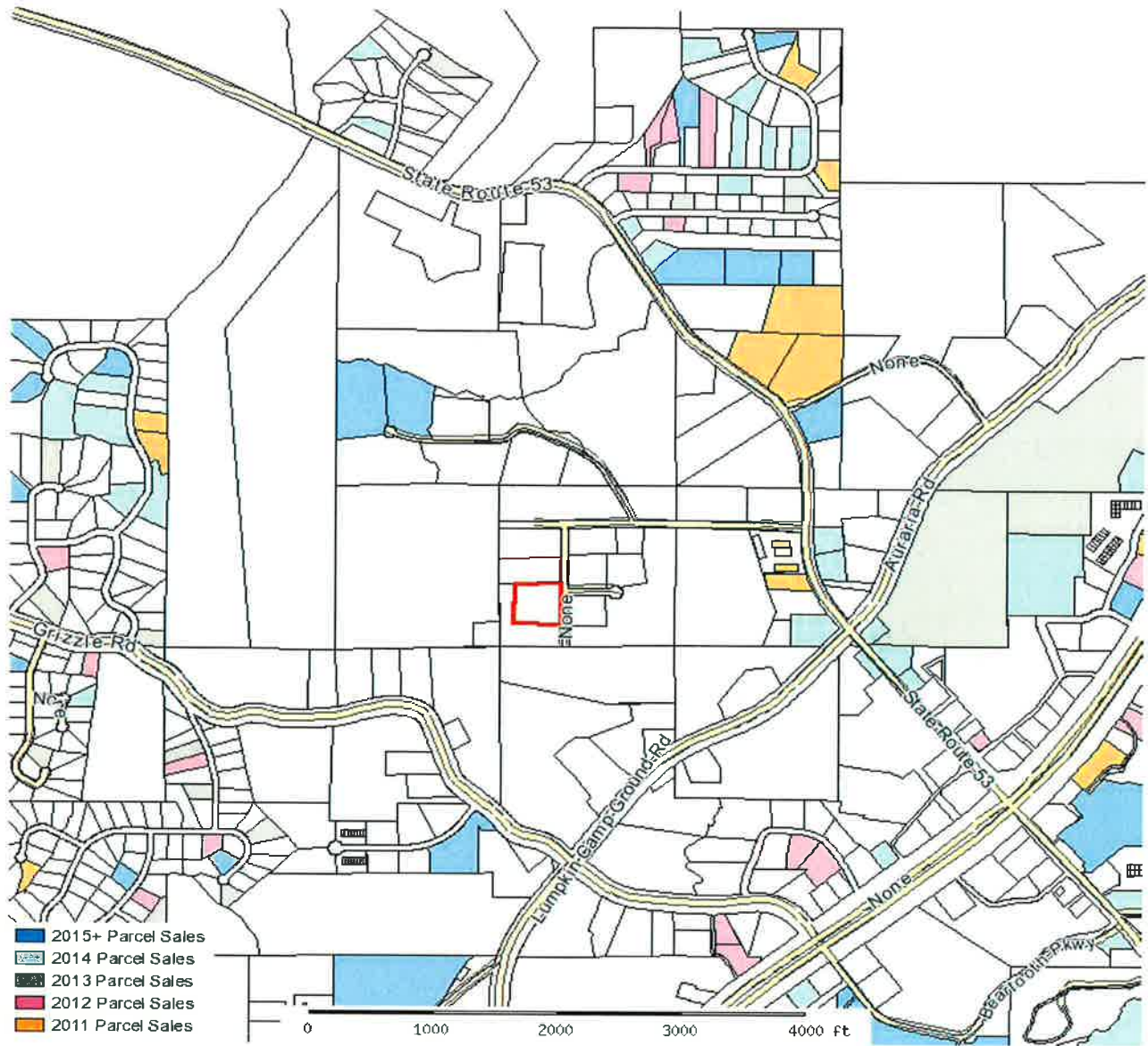
Dawson County Assessor			
Parcel: 113 004 010 Acres: 2.3			
Name:	HIGHTOWER LLC	Land Value	\$126,960.00
Site:	433 HIGHTOWER PKWY	Building Value	\$1,505,186.00
Sale:	\$720,000 on 11-2003 Reason=FM Qual=Q	Misc Value	\$24,760.00
Mail:	7120 MEADOW BROOK CT CUMMING, GA 30040	Total Value:	\$1,656,906.00



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Dawson County Assessor

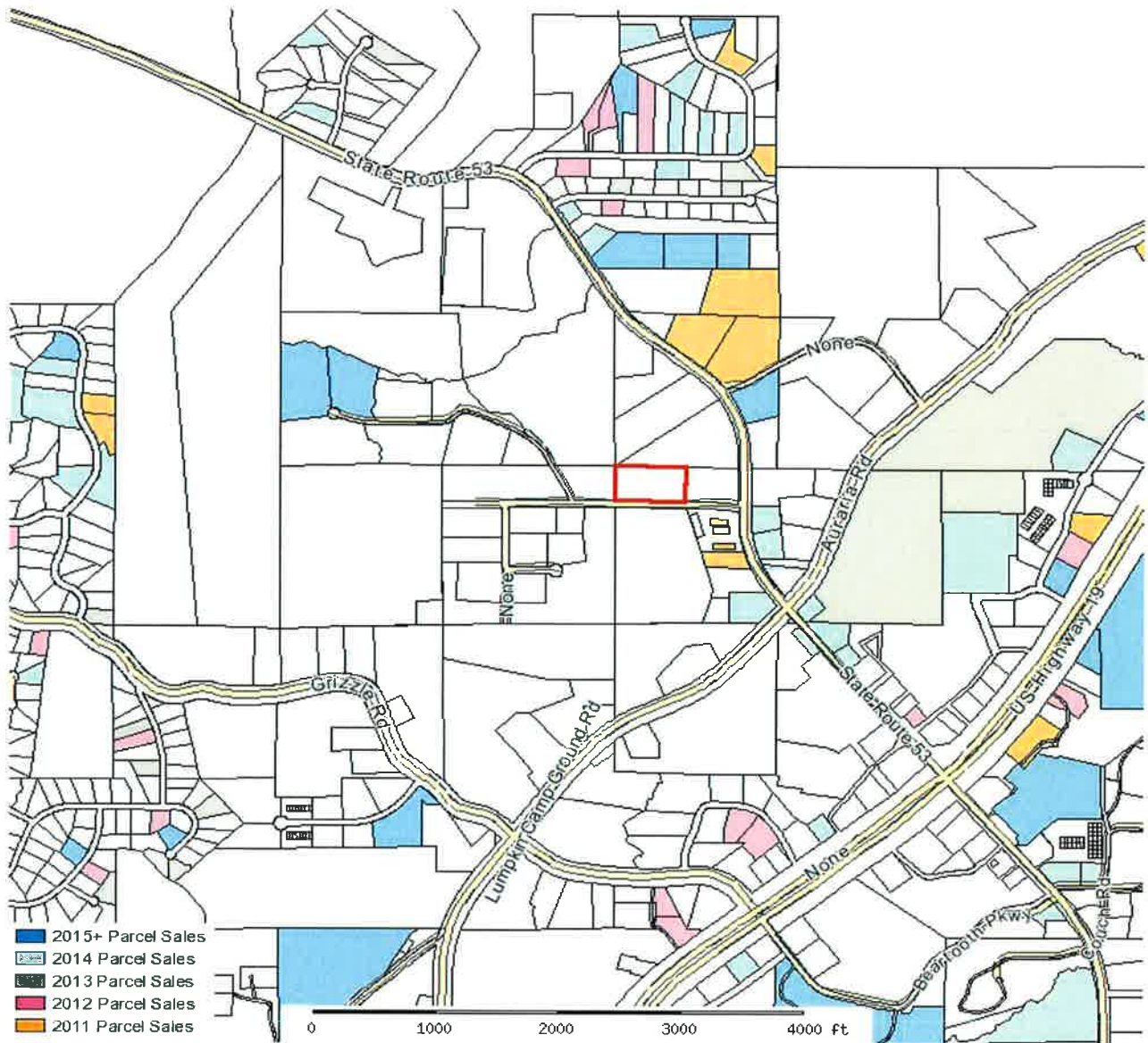
Parcel: 113 004 011 Acres: 3

Name:	SIGNAL MOUNTAIN SALES COMP LLC	Land Value	\$165,600.00
Site:	128 EASY STREET	Building Value	\$24,203.00
Sale:	\$225,000 on 02-2003 Reason=LM Qual=Q	Misc Value	\$28,032.00
Mail:	100 BROADHEAD RD BETHLEHEM, PA 180178989	Total Value:	\$217,835.00



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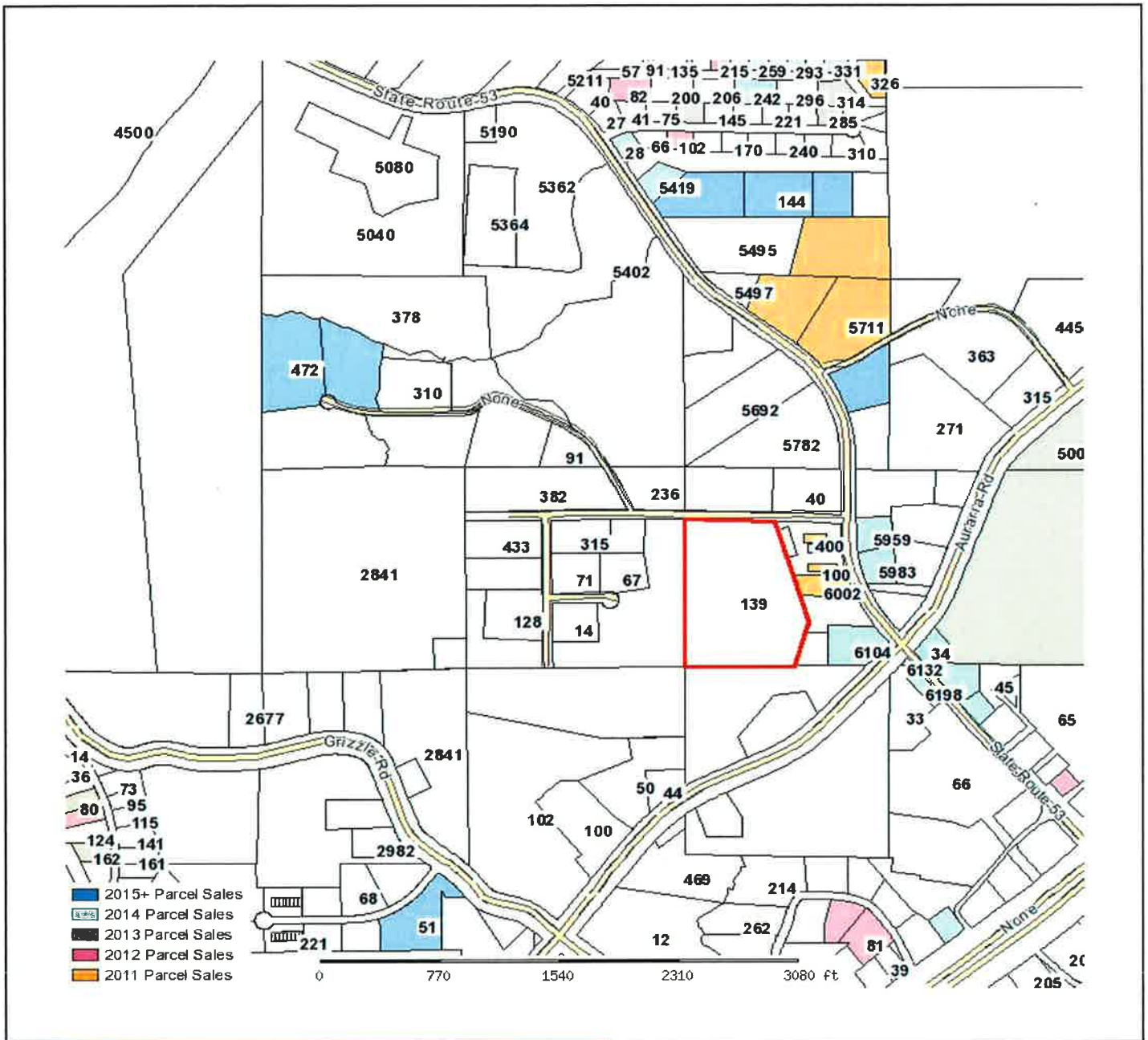


Dawson County Assessor			
Parcel: 113 010 Acres: 3.8			
Name:	JOHNSON FAMILY GROUP LLC	Land Value	\$314,640.00
Site:	0 HWY 53 E	Building Value	\$0.00
Sale:	\$312,500 on 10-1994 Reason=FM Qual=Q	Misc Value	\$0.00
Mail:	103 LUMPKIN CAMPGROUND RD N DAWSONVILLE, GA 30534	Total Value:	\$314,640.00



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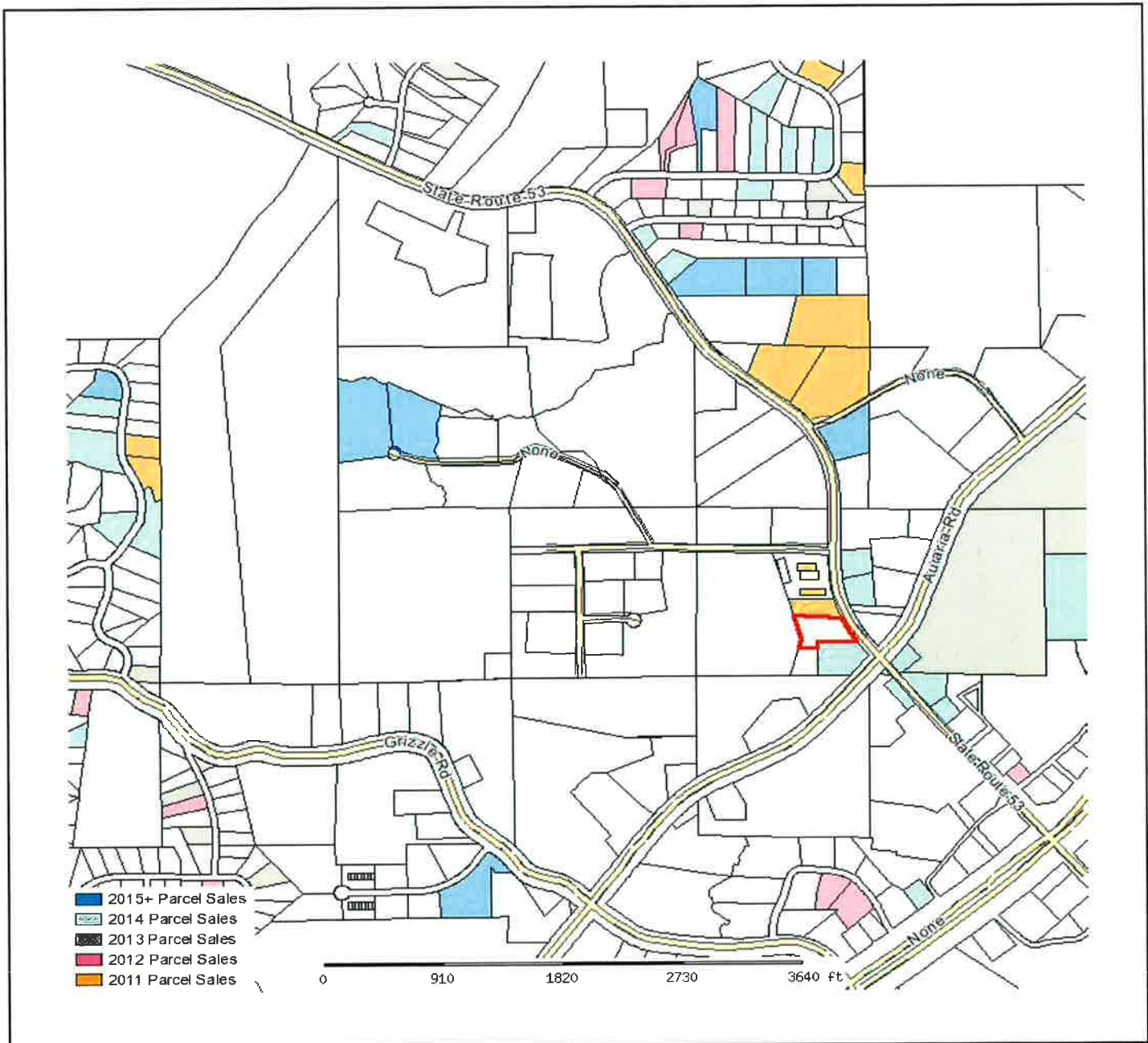


Dawson County Assessor			
Parcel: 113 010 001 Acres: 16.25			
Name:	RIST FELLOWSHIP CHURCH OF DAWSON	Land Value	\$560,625.00
Site:	139 HIGHTOWER PKWY	Building Value	\$5,722,955.00
Sale:	\$650,080 on 12-1998 Reason=LM Qual=Q	Misc Value	\$131,860.00
Mail:	139 HIGHTOWER PKWY DAWSONVILLE, GA 30534	Total Value:	\$6,415,440.00



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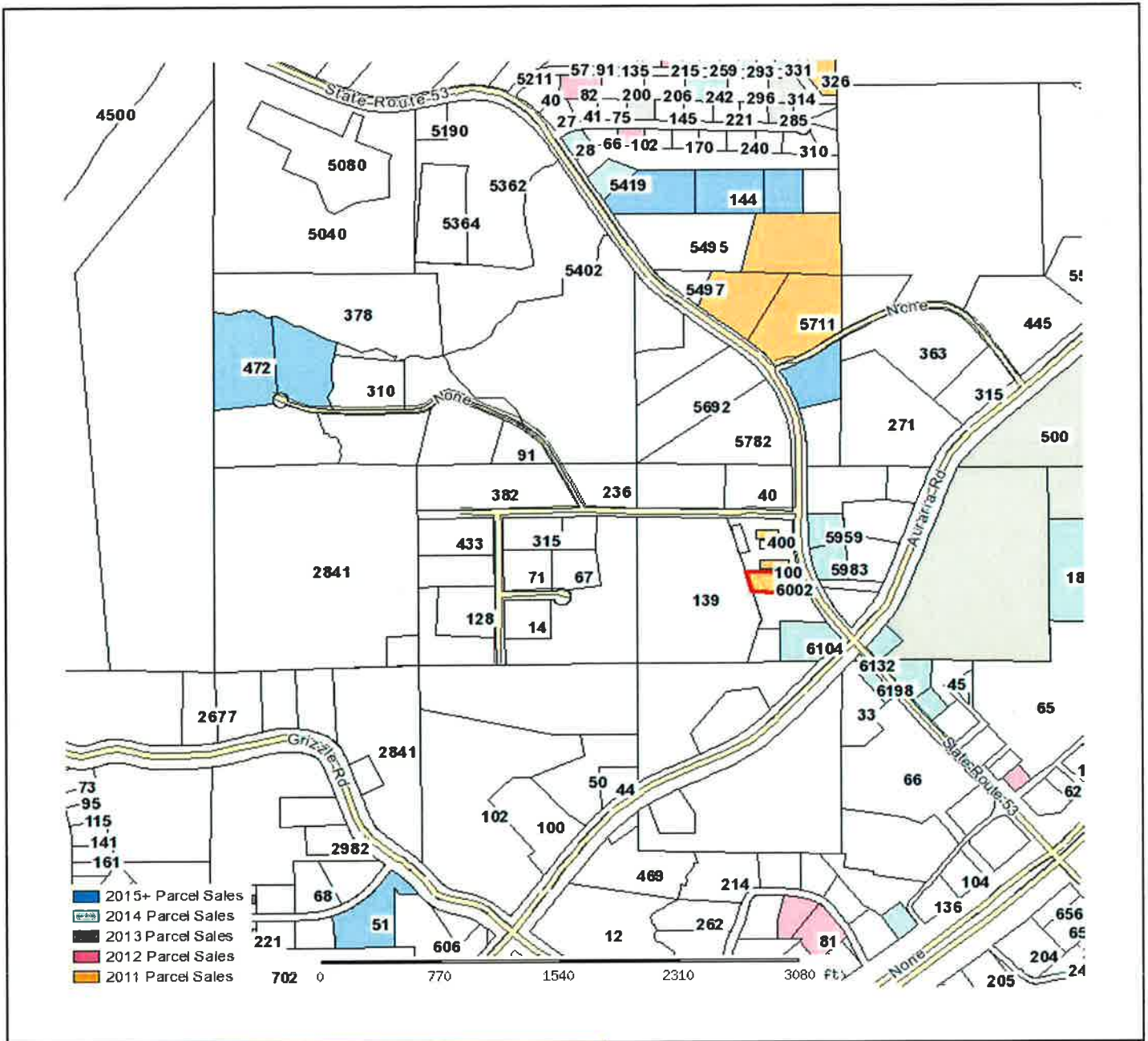
Date printed: 10/13/15 : 11:30:48



Dawson County Assessor			
Parcel: 113 010 002 Acres: 2.11			
Name:	SWEATMAN DOUGLAS	Land Value	\$194,120.00
Site:	0	Building Value	\$0.00
Sale:	\$450,000 on 06-2004 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	5570 BURRUSS RD	Total Value:	\$194,120.00
	CUMMING, GA 30040		



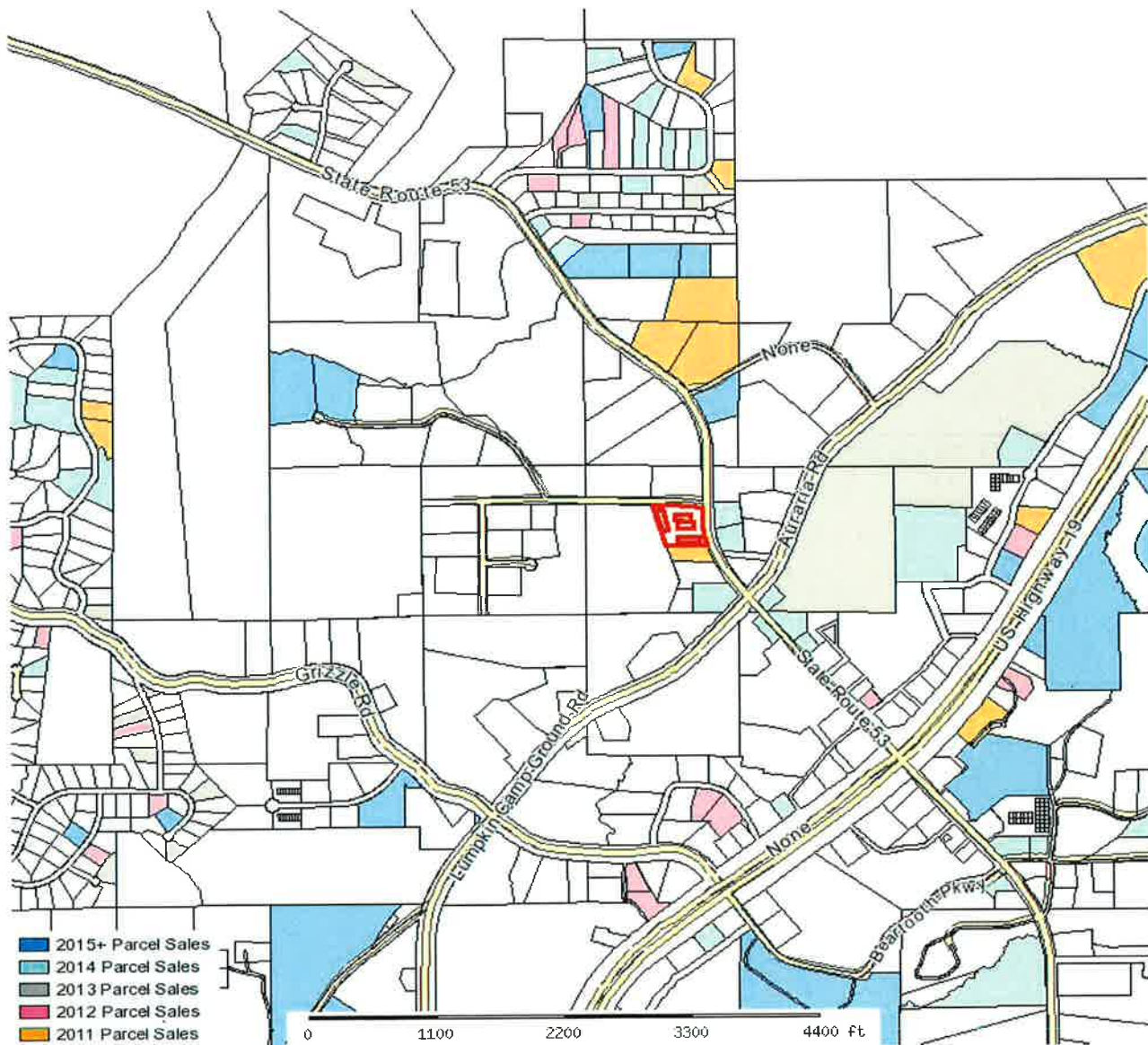
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 Date printed: 10/13/15 : 11:39:59



Dawson County Assessor			
Parcel: 113 010 003 Acres: 1.27			
Name:	ROYAL DAWSON LLC	Land Value	\$116,840.00
Site:	6002 HWY 53 E	Building Value	\$758,358.00
Sale:	\$800,000 on 07-2011 Reason=CS Qual=Q	Misc Value	\$33,692.00
Mail:	2655 HERMITAGE DR	Total Value:	\$908,890.00
	CUMMING, GA 30041		



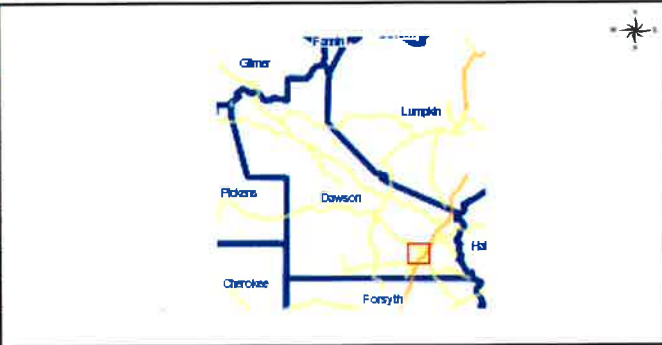
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- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales
- 2011 Parcel Sales

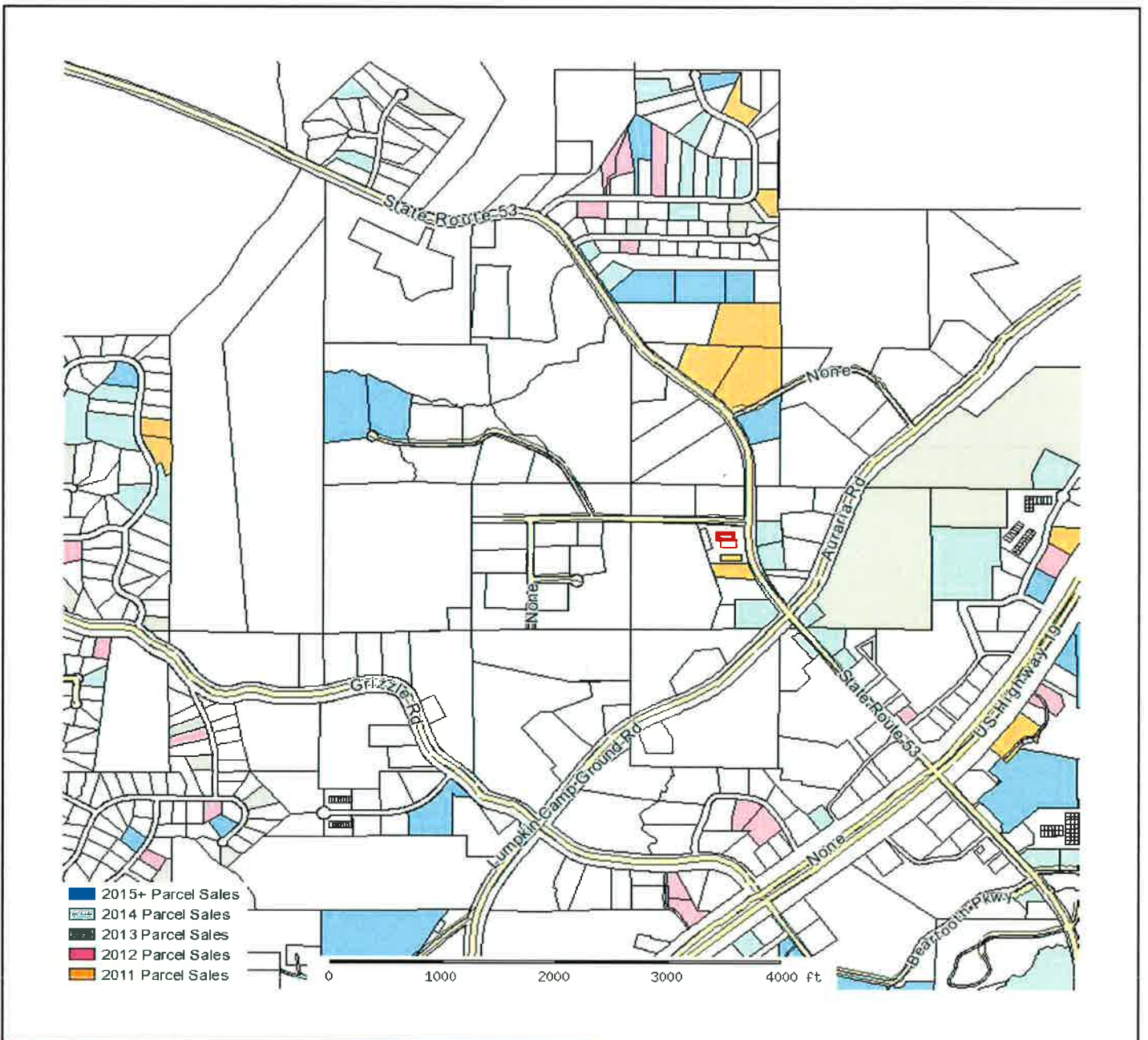
0 1100 2200 3300 4400 ft

Dawson County Assessor			
Parcel: 113 010 006 Acres: 3.37			
Name:	DAWSON COMMONS LLC	Land Value	\$499.00
Site:	0	Building Value	\$0.00
Sale:	\$976,000 on 08-2006 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	3525 DEL MAR HEIGHTS UNIT # 765 SAN DIEGO, CA 92130	Total Value:	\$499.00

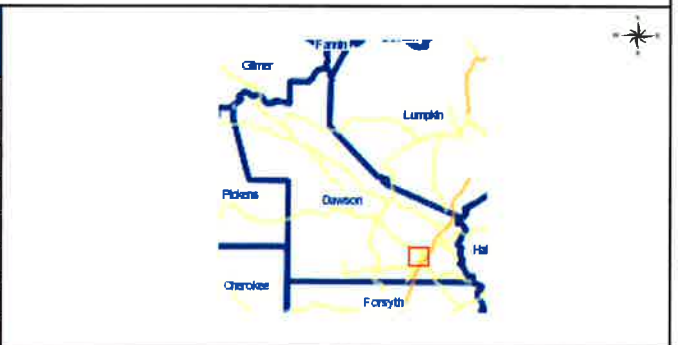


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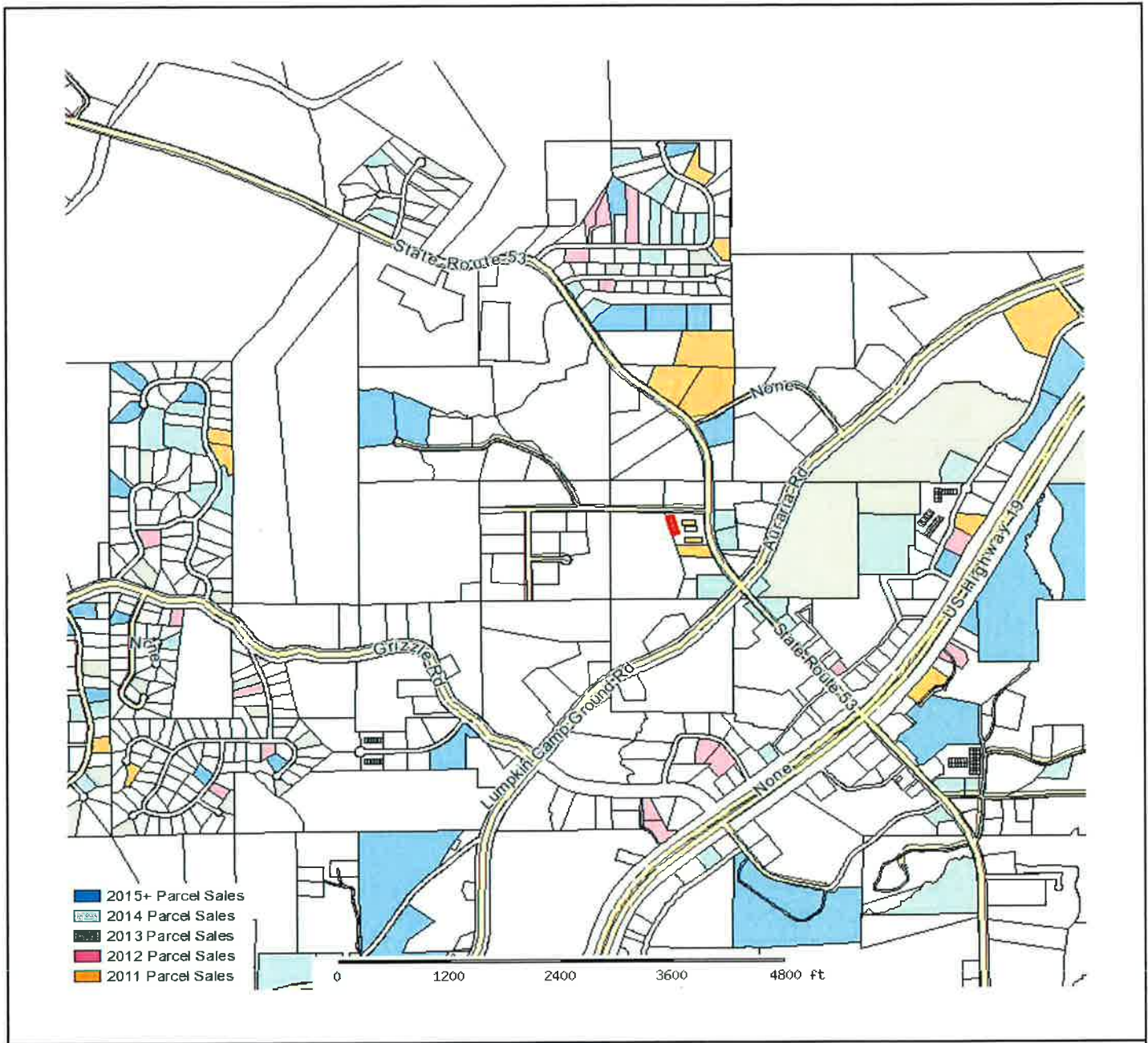


Dawson County Assessor			
Parcel: 113 010 007 Acres: 0			
Name:	400 DAWSON COMMONS PARTNERS L	Land Value	\$184,000.00
Site:	400 DAWSON COMMONS CIR 400	Building Value	\$554,469.00
Sale:	\$3,175,000 on 12-2011 Reason=PT Qual=Q	Misc Value	\$0.00
Mail:	8320 PRESTWICK CIRCLE	Total Value:	\$738,469.00
	DULUTH, GA 30097		



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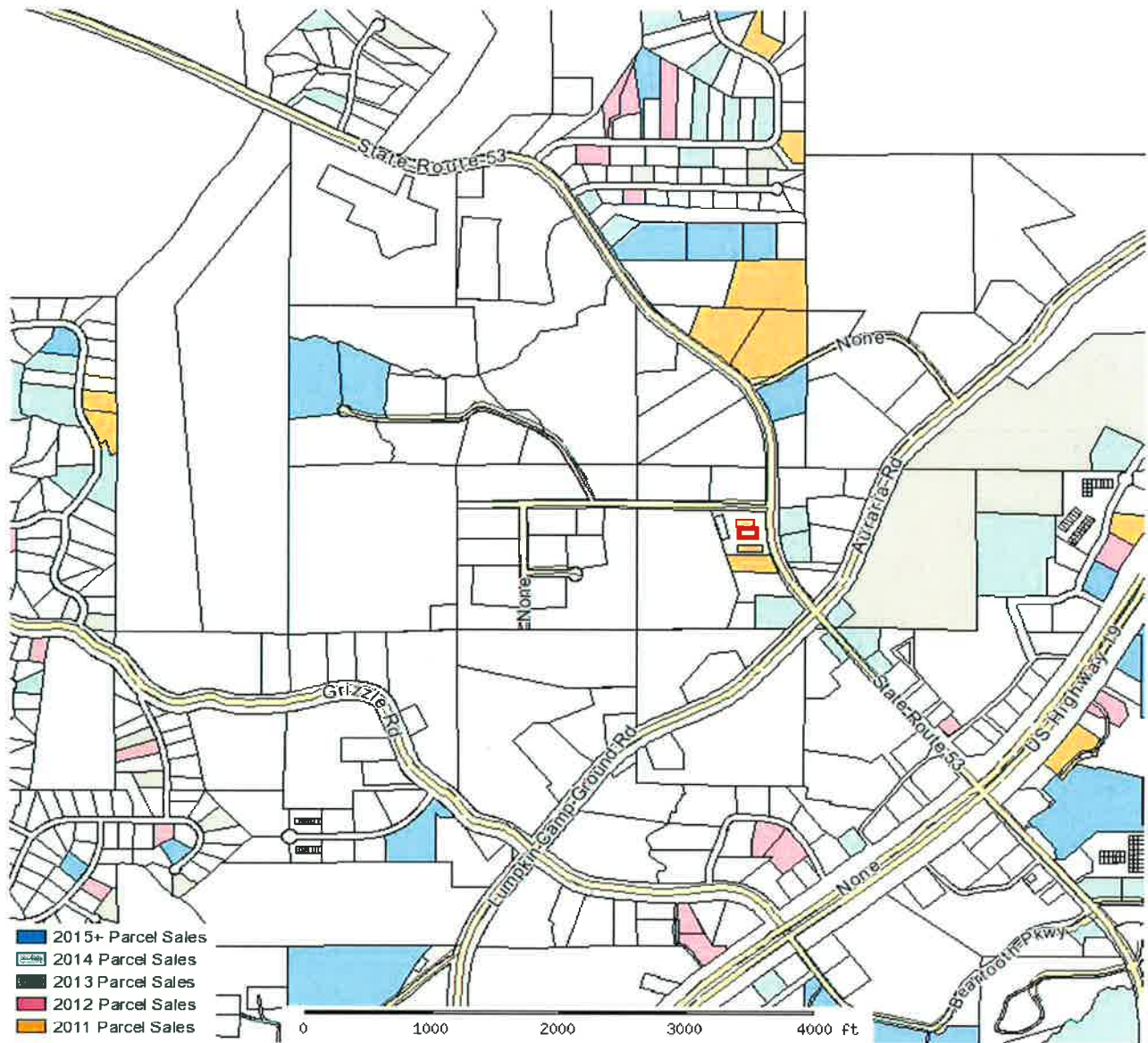
Dawson County Assessor			
Parcel: 113 010 008 Acres: 0			
Name:	RSL DAWSONVILLE LLC	Land Value	\$184,000.00
Site:	200 DAWSON COMMONS CIR 200	Building Value	\$610,822.00
Sale:	\$976,000 on 08-2006 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	3525 DEL MAR HEIGHTS RD # 765 SAN DIEGO, CA 92130	Total Value:	\$794,822.00



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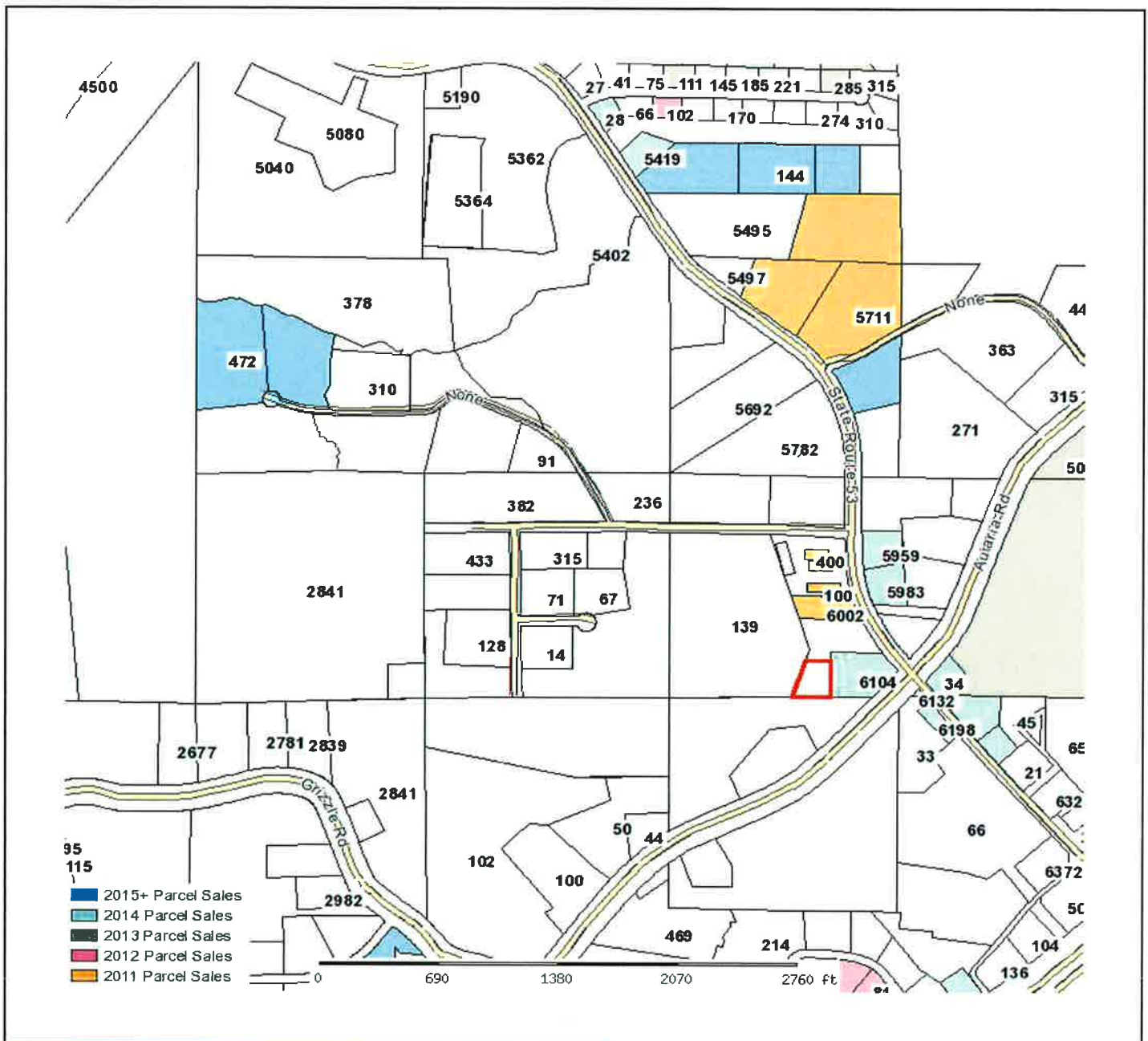




Dawson County Assessor			
Parcel: 113 010 010 Acres: 0			
Name:	RC SUMMIT PROPERTIES	Land Value	\$184,000.00
Site:	300 DAWSON COMMONS CIR 320	Building Value	\$554,469.00
Sale:	\$1,512,000 on 02-2009 Reason=CS Qual=Q	Misc Value	\$0.00
Mail:	300 DAWSON COMMONS CR	Total Value:	\$738,469.00
	STE 320		
	DAWSONVILLE, GA 30534		



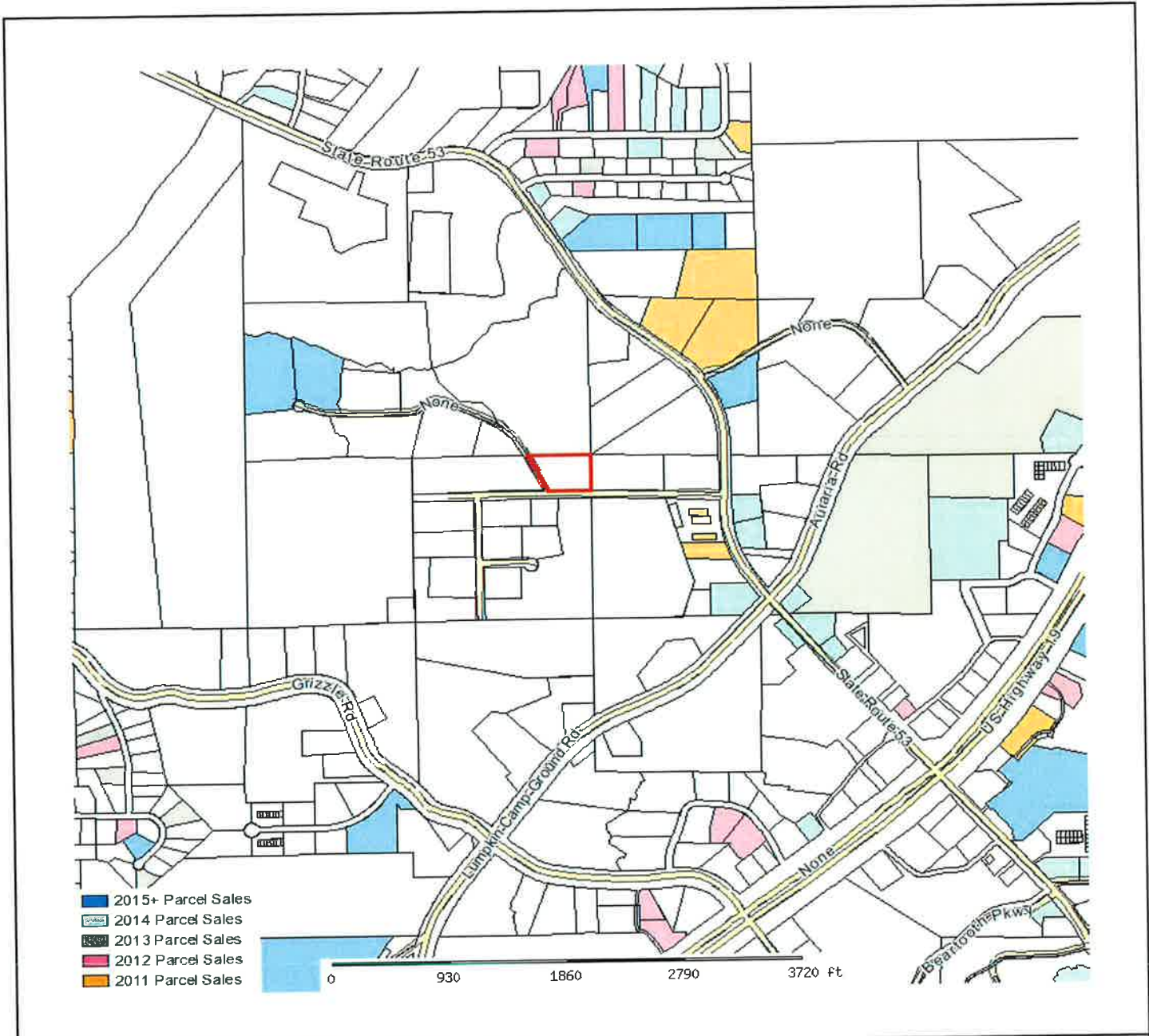
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Dawson County Assessor			
Parcel: 113 010 011 Acres: 1.19			
Name:	EL UNITED METHODIST CHURCH OF DAW	Land Value	\$109,480.00
Site:	0 HWY 53 E	Building Value	\$0.00
Sale:		Misc Value	\$0.00
Mail:	100 LUMPKIN CAMPGROUND ROAD DAWSONVILLE, GA 30534	Total Value:	\$109,480.00



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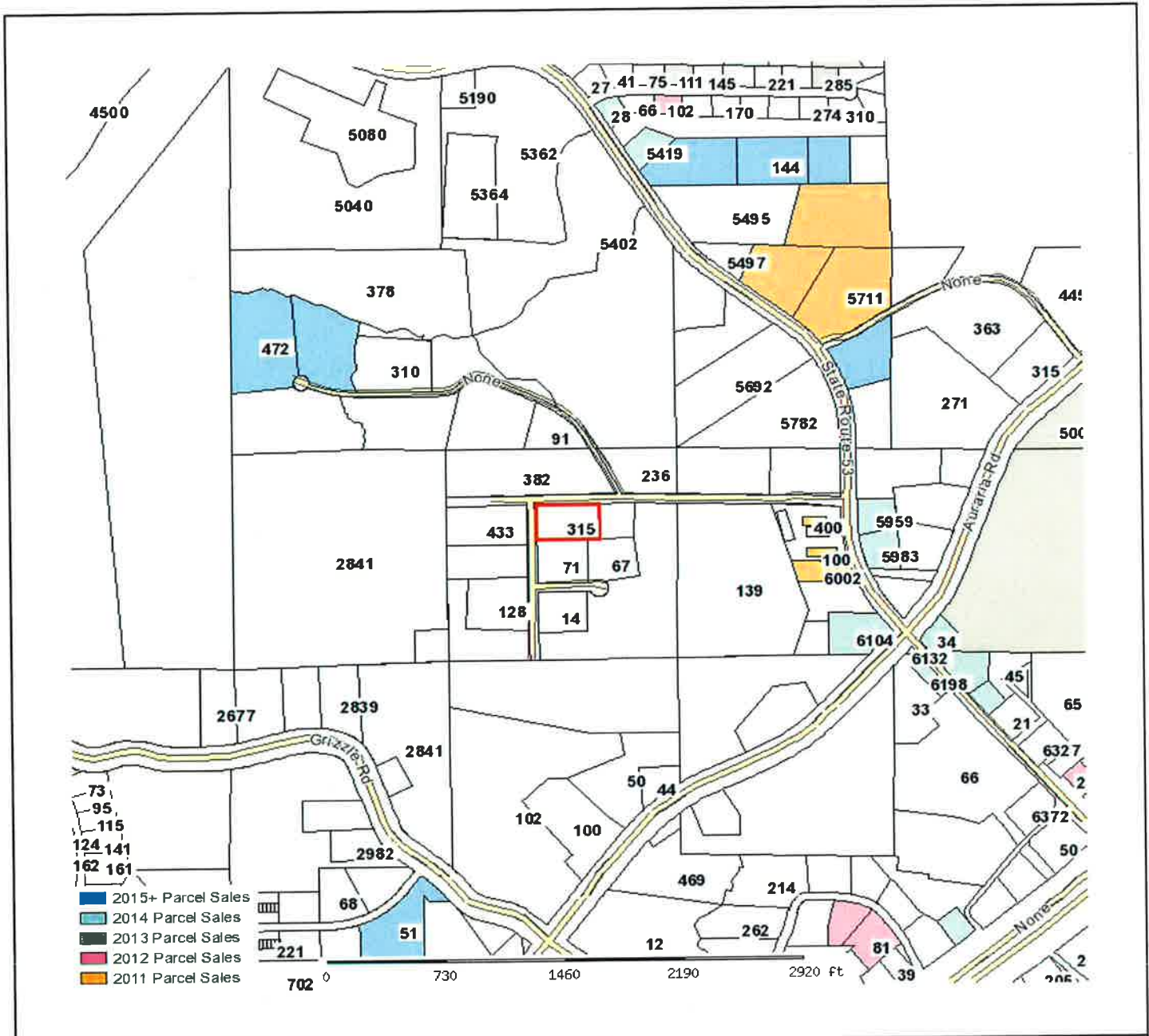
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales
- 2011 Parcel Sales

0 930 1860 2790 3720 Ft

Dawson County Assessor			
Parcel: 113 178 Acres: 2.55			
Name:	NATIVE CUSTOM STONE LLC	Land Value	\$140,760.00
Site:	236 HIGHTOWER PKWY	Building Value	\$1,159,814.00
Sale:	\$265,000 on 12-2006 Reason=LM Qual=Q	Misc Value	\$23,720.00
Mail:	236 HIGHTOWER PKWY DAWSONVILLE, GA 30534	Total Value:	\$1,324,294.00



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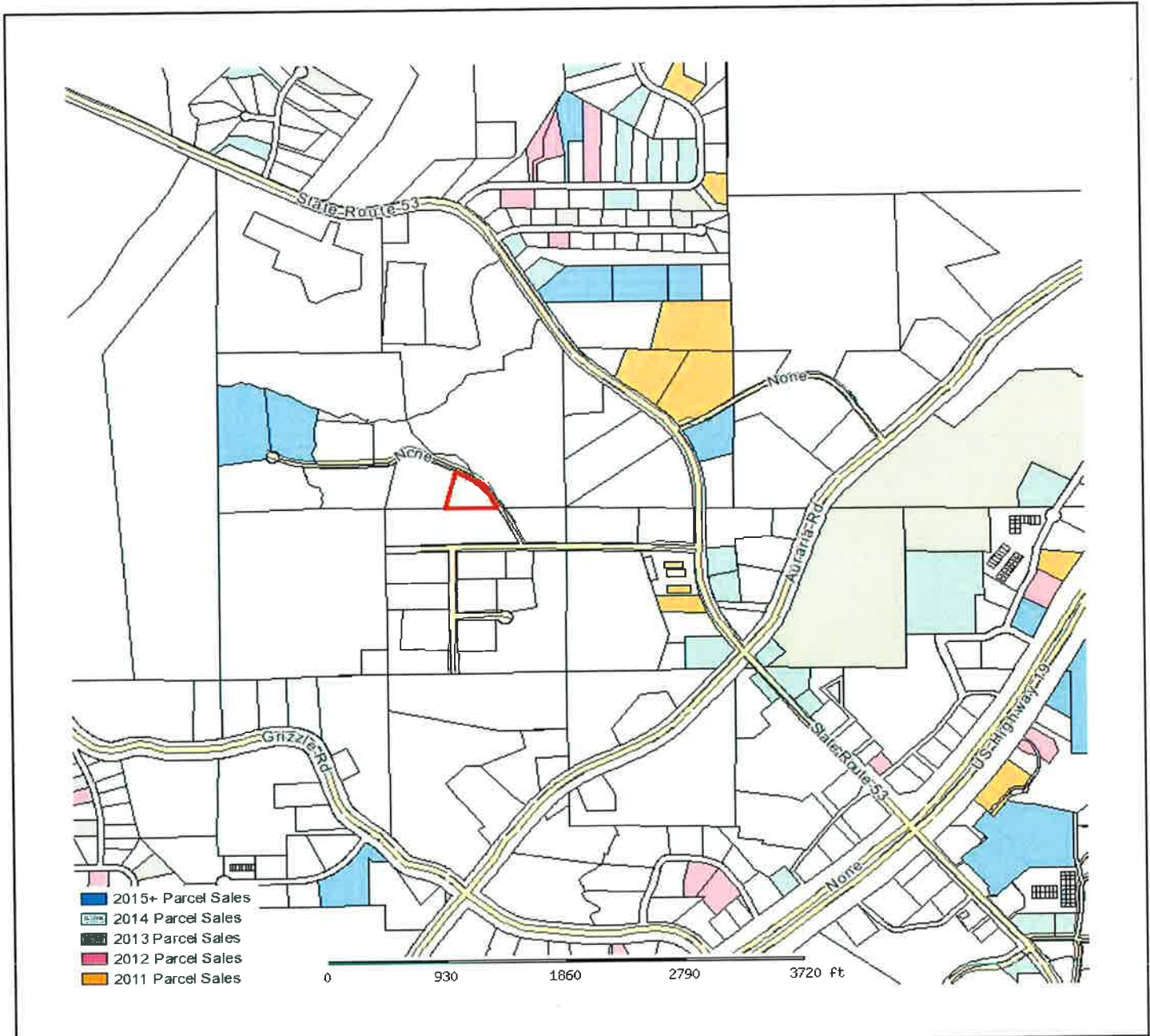


- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- 2012 Parcel Sales
- 2011 Parcel Sales

Dawson County Assessor			
Parcel: 113 181 Acres: 2.26			
Name:	SBS PROPERTIES LLC	Land Value	\$124,752.00
Site:	315 HIGHTOWER PKWY	Building Value	\$523,876.00
Sale:	\$60,000 on 12-1996 Reason=LM Qual=Q	Misc Value	\$21,744.00
Mail:	4350 CROSSCREEK TRAIL CUMMING, GA 30131	Total Value:	\$670,372.00



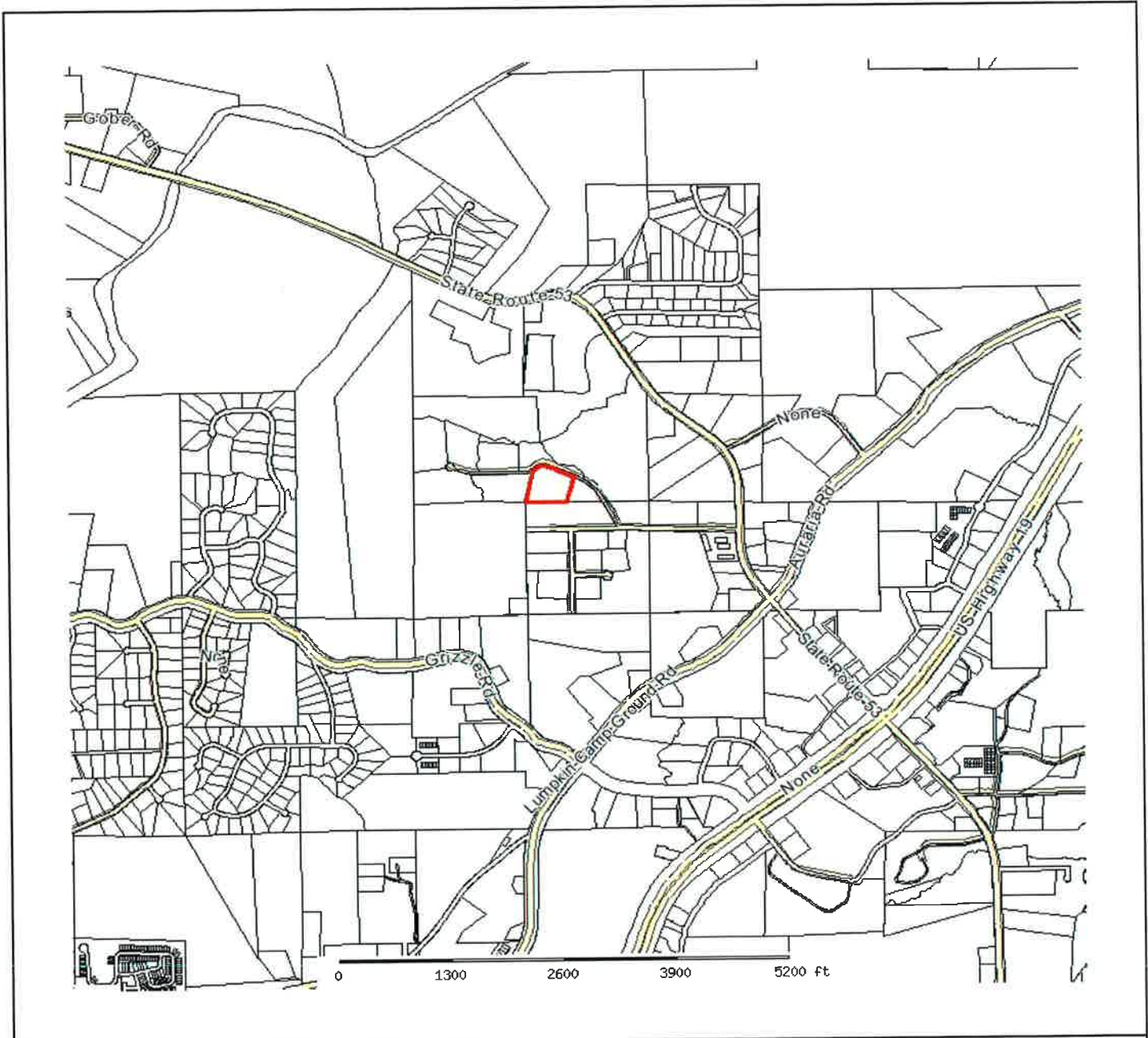
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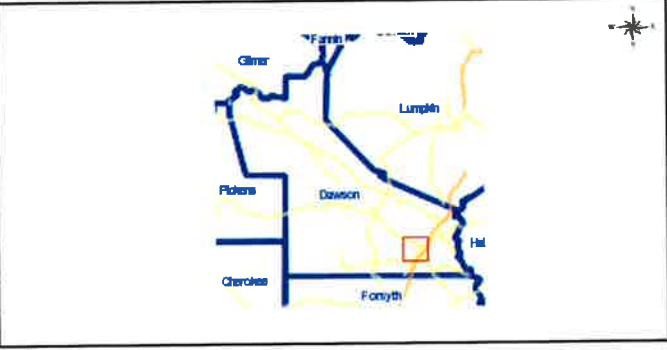
Dawson County Assessor			
Parcel: 113 183 Acres: 2			
Name:	AM PROPERTY GROUP LLC	Land Value	\$110,400.00
Site:	91 HIGHTOWER WEST DR	Building Value	\$413,424.00
Sale:	\$460,000 on 05-2002 Reason=FM Qual=Q	Misc Value	\$21,700.00
Mail:	91 WEST HIGHTOWER DR	Total Value:	\$545,524.00
	DAWSONVILLE, GA 30534		



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Dawson County Assessor			
Parcel: 113 184 Acres: 4			
Name:	NVG LLLP	Land Value	\$77,280.00
Site:	0	Building Value	\$0.00
Sale:	\$95,000 on 09-2006 Reason=LM Qual=Q	Misc Value	\$0.00
Mail:	C/O VICKI WOFFORD	Total Value:	\$77,280.00
	PO BOX 1484		
	FLOWERY BRANCH, GA 30542		



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Date printed: 10/13/15 : 11:11:40



11:20 A M 9/18/97  
Recorded in Deed Book 250 Page 52-67  
this 18 day of September 1997

Becky McConel CLERK

Prepared by:  
Stowers, Hayes, Clark & Roane  
8595 Dunwoody Place  
Atlanta, Georgia 30350

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 15<sup>th</sup> day of August, 1996, by Dawson Company, a Georgia corporation ("Declarant") as follows:

ARTICLE I

FOR Amendment to Deed.

RECITALS

See Deed Book 250 Page 225

1.01 Ownership: Declarant is the owner of real property in the County of Dawson, State of Georgia as described on attached Exhibit "A" (the "Property").

1.02 General Plan: To establish a general plan for the improvement and development of the Property, Declarant hereby subjects the Property to the conditions, covenants and restrictions set out below, upon and subject to which all of the Property shall be hereafter owned, constructed, leased, hypothecated and used.

Now Therefore, Declarant hereby declares that all the Property shall be held, sold, conveyed, constructed, encumbered, leased, rented, occupied and improved subject to the following restrictions, covenants and conditions:

ARTICLE II

GENERAL POWERS

2.01 Establishment of Restrictions: Declarant, hereby declares that the Property is now held, and shall hereafter be owned, constructed, leased, hypothecated and used subject to the restrictions set forth in this Declaration, each and all of which is and are for, and shall inure to the benefit of, and pass with, and be enforceable as equitable servitudes by the Owner of each and every portion of the Property, and shall apply to and bind the heirs, assignees and successors in interest of any Owner of each and every portion of the Property.

2.02 Purpose of Restrictions: The purpose of these restrictions is to insure proper development and use of the Property as a quality office/industrial business subdivision in accordance with a general plan.

2.03 Definitions:

- (a) Site: Site shall mean all contiguous land within the Property under one ownership or one ground lease and a site shall not be less than one (1) acre.
- (b) Improvements: "Improvements" shall mean and include buildings, out-buildings, parking areas, loading areas, fences, walls, landscaping, poles, signs and any structures of any type or kind.
- (c) Declarant: "Declarant" shall mean the undersigned, its successors and assigns.
- (d) Owner: "Owner" shall mean the owner of the fee interest and/or the owner of the leasehold interest, if any, and the owner of all subleasehold interests, if any, of a Site. The responsibilities of each Owner shall be joint and several.



2.04 Prior to Construction: Prior to construction, the Owner of any Site shall maintain the Site in a neat and orderly condition free of debris.

### ARTICLE III

#### REGULATION OF IMPROVEMENTS

##### 3.01 County Requirements:

(a) Nothing herein shall supersede the County of Dawson's present or future requirements and ordinances. All of said requirements and ordinances, shall prevail, and it shall be the responsibility of Owner to conform to them. Owner shall indemnify and hold Declarant harmless with respect to any failure, or alleged failure, of Owner to do so.

(b) General: No structure, of any kind, and no part thereof, shall be placed on any Site closer to the property line than permitted by the County of Dawson.

(c) Yard, Set Back, and Landscaping Requirements: The County of Dawson now has height, front, side, and rear yard, and landscaping requirements which apply to community business commercial districts in a C-CB zone. Each Owner of a Site will be required to comply with those, and with all other County requirements, and with any stricter standards hereafter imposed by the County, or its agencies provided, however, each Site shall have the following minimum setbacks;

Front Yard	50	feet;
Side Yard	20	feet;
Back Yard	20	feet.

3.02 Completion of Construction: After commencement of construction of any Improvement, the Owner shall diligently prosecute the work thereon, to the end that the Improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof, subject to the limitations set forth in Section 4.04.

3.03 Excavation: No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded.

3.04 Landscaping: Landscaping shall be installed prior to occupancy or within sixty (60) days after the completion of the first building on the Site, whichever occurs first. All areas in a Site not used for structures, parking, storage and driveways, shall be planted and maintained with grass and landscaping. All grass shall be watered by an underground sprinkler system.

3.05 Signs: No billboard or advertising sign shall be permitted. No attached or detached signs or displays identifying Owner shall be used unless their design has first been submitted to and approved by Declarant in writing, so as to assure a dignified and basically uniform appearance of all signs and displays within the Property.

3.06 Parking Areas-General: Adequate off-street parking shall be provided to accommodate all parking needs of employees, visitors and company vehicles on the Site, and all parking areas must be paved.

3.07 Storage and Loading Areas-Outside Storage: No materials, supplies, or products shall be stored or permitted to remain on a Site in unscreened areas. Screening of storage, truck and equipment parking areas shall be accomplished by the use of landscaping, walls, buildings, fencing or any combination thereof, to a height sufficient to screen the stored items, except that such height shall not exceed twelve feet. Screen design shall be approved by Declarant. Storage, trucks and equipment shall be confined to the rear two-thirds of each Site.

3.08 Waste Disposal:

(a) No waste material or refuse shall be dumped, placed or allowed to remain on a Site outside a permanent structure unless it is in closed containers of a quality to control odors and behind a visual barrier screening such areas so that they are not visible from neighboring properties or public streets. All such waste and trash materials shall be regularly removed and shall not be allowed to accumulate.

(b) Hazardous Material disposal and removal shall be in accordance with all applicable Federal, State or local laws, statutes, rules, regulations and orders and in the manner prescribed by the rules and regulations of applicable governmental agencies ("Environmental Laws"). No Hazardous Material shall be generated, stored, disposed, treated, released, dumped, placed or allowed to remain in or around the Property except for ordinary cleaning and office products used on the Site in accordance with applicable Environmental Laws.

"Hazardous Material" shall mean any pollutants, contaminants, chemicals, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Laws or the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Clean Water Act, Clean Air Act, Hazardous Materials Transportation Act, or Toxic Substances Control Act.

(c) Each Owner hereby indemnifies and agrees to defend and hold harmless Declarant and all other Owners from and against any fine, cost, damage, expense, liability or claim (including, but not limited to, attorney, engineer and expert fees) ever suffered or incurred by all other Owners as a result of the failure of such Owner to comply with the provisions of 3.08 (a) and (b)

3.09 Off-Street Parking:

(a) The arrangement, access and number of all parking spaces and lots shall be approved under Article IV.

(b) Automobile parking areas shall be provided with entrances, exits and aisles adequate to provide safe movement of vehicles.

(c) The front yard and exterior side yard setback areas may be used for parking and access ways. However, not less than 20 feet of the setback areas, as measured from the property line, shall be landscaped.

3.10 Trucking and Loading

(a) Adequate turn around room area shall be provided for safe operation of trucks in loading areas.

(b) Trucking areas shall be adequately designed and paved for the type of operation intended.

3.11 Building Regulations: Any building erected on a Site shall conform to the following construction practices:

(a) On all structures, all exposed exterior wall sidings shall be composed of the following maximum and minimum percentages of materials on each classification. The percentages apply to each side on each exposed exterior wall of each building when said wall is visible from any current adjacent street right of way.

<u>Material</u>	<u>Maximum %</u>	<u>Minimum %</u>
Type A	100	5
Type B	95	0
Type C	10	0

Materials from the different categories may be mixed as long as Type A materials comprise no less than five percent (5%) of the total. Materials listed as Type B or Type C can not exceed the maximum percentage for their listing.

**Type A Material.** Face, brick, granite, stone, marble terrazzo, architecturally treated concrete slabs either fluted or with exposed aggregate, drivit, stucco, aluminum siding, insulated window wall panels or stainless steel, porcelain treated steel, anodized or other permanently finished aluminum.

**Type B Material.** Metal panels (non-corrugated) with baked-on or acrylic finish which must be expected to retain its appearance without substantial maintenance for a period of ten (10) years, plain reinforced concrete slabs, painted concrete block with sculptured treatment or stack bond with raked joints.

**Type C Material.** Corrugated steel and aluminum without finish described in Type B above.

- (b) Materials not listed may be presented to Declarant for classification.
- (c) All buildings erected shall conform to the applicable building codes and ordinances of the County of Dawson.
- (d) Exterior walls shall be painted or suitably treated in a manner acceptable to Declarant.

**3.12 Care, Maintenance and Repairs:** All structures, landscaping and improvements from time to time placed upon a Site in accordance with the terms hereof or the requirements and ordinances of the County of Dawson shall be maintained in good clean condition and repair at all times. In the event any Owner shall fail to make or cause such maintenance or repairs to be made after written demand from Declarant, Declarant may go upon the Property and make any necessary repairs and perform any maintenance therein at Owner's expense which may be necessary to comply with the terms herein or the requirements and/or ordinances of the County of Dawson, but Declarant shall have no duty to do so.

**3.13 Drainage:** All drainage of water from any Site and Improvements thereon shall drain or flow into adjacent streets or public facilities designed for such purposes and not upon adjoining property, and all slopes and terraces on any Site shall be maintained so as to prevent any erosion thereof upon such streets or adjoining property and in accordance with all federal and state of Georgia laws and ordinances of Dawson County.

**3.14 Use Consistent With Easements:**

Owner shall use the Property consistent with the rights of the owners of all existing easements and the proposed new easements.

#### ARTICLE IV

#### APPROVAL OF PLANS

**4.01 Administrative Review:** No improvements shall be erected on a Site until plans and specifications have been submitted to and approved by the County of Dawson.

**4.02 Submission of Plans:** No improvements shall be erected, placed, altered, maintained or permitted to remain on any Site until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, parking, screens, signs and landscaping shall have been submitted to and approved in writing by Declarant.

4.03 Standards for Approval: Approval by Declarant shall be based, among other things, on conformity and harmony of external design with neighboring sites; relation to topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites; proper design of main exterior elevation with respect to nearby streets; and conformity of plans and specifications to the purpose and general plan and intent of these restrictions. All structures and walls shall be constructed of maintenance free durable material. Declarant shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

4.04 Time for Approval: If Declarant fails to either approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted to and received by Declarant it shall be conclusively presumed that Declarant has disapproved said plans and specifications.

Upon receipt of approval from Declarant pursuant to this section, the Owner to whom the same is given shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all approved construction and alterations. In all cases, work shall be substantially completed within one (1) year from the date of such approval. If there is a failure to comply with this paragraph, then the approval given pursuant to this section shall be deemed revoked unless Declarant, upon written request made to it prior to the expiration of said one (1) year period, grants a written extension of the time for commencing the work.

4.05 Release of Liability: Neither Declarant nor its successors or assigns shall be liable for damages to anyone submitting plans to them for approval or to any Owner affected by this Declaration, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Declarant for approval agrees, by submission of such plans, and every Owner of any said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or Suit against Declarant to recover any such damages.

4.06 Fee: An architectural review fee in the amount of \$ 250.00 shall be paid to Declarant at the time plans are submitted to Declarant for approval.

#### ARTICLE V

#### ENFORCEMENT

5.01 Equitable Servitudes: All of the provisions herein contained shall run with the land and shall be enforceable at law or in equity as equitable servitudes by Declarant, its successors and assigns, and any Owner.

5.02 Deemed to Constitute a Nuisance: The result of every action or omission whereby any restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an Owner, either public or private, may be exercised by Declarant or by any Owner subject to these restrictions (including the right to seek an injunction)

5.03 Attorney's Fees: In any legal or equitable proceeding for the enforcement of this Declaration or to restrain any violation of this Declaration or any provision hereof, the prevailing party shall, in addition to all other costs, be entitled to reasonable attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5.04 Inspection: Declarant may from time to time at any reasonable hour or hours, and after reasonable notice to Owner, enter and inspect any property subject to these restrictions to ascertain compliance therewith.

5.05 Failure to Enforce Not a Waiver of Rights: With the exception of the time limit for action by Declarant contained in Sections 4.04 and 6.02 (a), the failure of Declarant or any Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions.

ARTICLE VI

REGULATION OF OPERATIONS AND USES

6.01 Permitted Operations and Uses:

(a) Unless otherwise specifically prohibited herein or by the County of Dawson requirements and ordinances, any business operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites. All lighting is to be shielded and confined within property lines.

(b) Each Site shall be used only for manufacturing, assembly, warehousing, processing, laboratory, office, repair and testing, professional, or research and development activities. No other uses, including but not limited to, boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth or the refining or processing of same will be permitted that shall be construed by the Declarant as being objectionable in an industrial/business park, or prohibited by the County of Dawson requirements and ordinances. In addition, no livestock, fowl, other animals or reptiles shall be kept or maintained on any site whether for commercial or noncommercial purposes.

6.02 Other Operations and Uses:

(a) Operations and uses which are neither specifically prohibited nor specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to, received by and approved in writing by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to these restrictions or upon the occupants thereof. If Declarant fails either to approve or disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that Declarant has disapproved said plans and specifications.

(b) Neither Declarant, nor its successors or assigns, shall be liable in damages to anyone submitting operational plans and specifications to them for approval, or to any Owner affected by this Declaration by reason of a mistake in judgment, negligence nor nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such operational plans and specifications. Every person who submits operational plans and specification to Declarant for approval agrees by submission of such plans and specifications, and every Owner of any of said property agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant to recover any such damages.

ARTICLE VII

TERM, TERMINATION, MODIFICATION AND  
ASSIGNMENTS OF DECLARANT'S RIGHTS AND  
DUTIES

7.01 Term: This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a term of twenty (20) years from the date hereof. Thereafter, this Declaration shall automatically be renewed for an additional twenty (20) year period unless terminated as provided in Section 7.02.

7.02 Termination and Modification: This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof by the Declarant so long as Declarant owns any right, title or interest in or to any portion of the Property. Thereafter this Declaration may be modified with the written consent of the Owners of fifty-one percent (51%) of the acreage in the Property. No such termination, extension, modification, or amendment shall

be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Superior Court of Dawson County, Georgia. No such termination, extension, modification or amendment shall be in violation of the laws of the state of Georgia or Dawson County requirements and/or ordinances.

7.03 Assignments of Declarant's Rights and Duties: Any or all of the rights, powers and reservations of Declarant herein may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignments, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 7.02 of this Article VII.

## ARTICLE VIII

### COMMON AREAS

8.01 Non-Exclusive Easements: Every Owner shall have a non-exclusive easement of use and enjoyment in and to and throughout all portions of the Property which have been specifically submitted to the Declaration as a common area or right-of-way or which have been offered for dedication to the County of Dawson, and all improvements and all facilities appurtenant thereto, provided that such easements shall be subject to and subordinate to such offer of dedication. Such non-exclusive easement and the obligation of maintenance set forth herein shall pass with the title to every Site.

8.02 Rights Reserved to Declarant: Easements over the Property for the installation and maintenance of electric, telephone, cable television, water, gas, sanitary and storm sewer lines, drainage facilities, hydrants and street lights as are needed to service the Property and each of the Sites therein, are hereby reserved to Declarant together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Owners of the improvements constructed on their respective Sites. Upon the request of Declarant, the Owners shall promptly join in the execution of such utility easements in favor of the appropriate utility authority.

8.03 Maintenance of Common Areas: Each Owner shall be responsible for all items of repair, replacement and maintenance ("Common Area Expenses") of all portions of the Property which have been specifically submitted to the Declaration as a common area or right-of-way. The portion of the Common Area Expenses applicable to each Owner shall be in the ratio of the acreage of such Owner's Site(s) in relation to the acreage of all other Sites (excluding common areas and right-of-ways). All unpaid Common Area Expenses shall be a lien upon such Owner's Site. The decision to incur (and the right to levy and collect) Common Area Expenses shall be determined by Declarant (in its reasonable discretion) so long as Declarant owns any portion of the Property. Thereafter, any decisions regarding Common Area Expenses shall require the approval of the majority of the Owners. For purposes of determining a majority, each separate purchase of a Site shall constitute a separate vote.

8.04 Dedication: Declarant shall have the right to offer for dedication to Dawson County any of the common areas or right-of-ways subject to the Declaration. In the event that such dedication is accepted, the Declarant and Owners shall be automatically released from any and all liability and Common Area Expenses with respect to such accepted common area or right-of-way to the greatest extent possible under the terms of acceptance of the dedication by Dawson County. All Owners shall promptly deliver to Dawson County any and all documents reasonably required to effect such dedication. In the event that any Owner fails to pay any Common Area Expenses for common area or right-of-ways which are subsequently dedicated to Dawson County, such Common Area Expenses shall continue to be a lien upon such Owner's Site notwithstanding the dedication.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.01 **Constructive Notice and Acceptance:** Every person who now owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

9.02 **Rights of Mortgagees:** All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said Property is acquired by the lender or other party under foreclosure, a trustee's sale, a deed in lieu, or any other means, the acquirer and its successor and assigns, shall hold any and all Property so acquired subject to all of the restrictions and other provisions of this Declaration.

9.03 **Sale or lease of Sites by Declarant:** Notwithstanding the provisions of Articles 3.02 and 3.03 above, Declarant may excavate and/or construct concrete pads or any other improvements on a Site in anticipation of the sale or lease of a portion of the Property. In such case, Declarant shall not be required to substantially complete such improvements.

9.04 **Mutuality, Reciprocity, Runs with Land:** All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels their heirs, successors and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, and equitable servitudes for the benefit of all other parcels.

9.05 **Paragraph Headings:** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer. Whenever the term Dawson County is used herein as a government authority, such reference shall also refer to any other appropriate government authority.

9.06 **Effect of Invalidation:** If any provision of this Declaration is held to be invalid by any final judgment in a contested judicial proceeding the invalidity of such provision shall not affect the validity of the remaining provisions hereof and the same shall remain in full force and effect.

9.07 **Additional Property:** Declarant may at any time and from time to time add additional property to the Property. Upon such addition, the Owners of Sites therein shall have all the rights and duties of an Owner of a Site now subject to the terms of this Declaration, except as otherwise provided for in the document adding such additional property.

9.08 **Repurchase Right:** In the event that any Owner of a Site has not commenced construction on a Site within one year from the date such Site was purchased from Declarant, Declarant shall have the right to repurchase said Site from such Owner. The purchase price for any such Site will be the price per acre paid by Owner in the original transaction. Once an Owner commenced construction of a Site, such Owner shall diligently pursue completion of construction.

In Witness Whereof, the undersigned has executed this Declaration this 15<sup>th</sup> day of August, 1996

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Witness  
Lee Hancock  
Notary Public



Declarant

Dawson Company  
a Georgia corporation

By: [Signature]  
President

Tas/Dawson/Covenants.res



EXHIBIT "A"

All that tract or parcel of land being in Land Lots 225 and 226 in the South Half of the 13th District, Dawson County, Georgia, and more particularly described on the survey recorded in Plat Book 31, Page 239, Dawson County, Georgia, which survey is incorporated by this reference.

This being the same tract described in that Warranty Deed of October 11, 1995 and recorded in Deed Book 206, Pages 494-496, Dawson County, Georgia.



LINE NUMBER	BEARING	DISTANCE
1	71°03'	75.56
2	S66°36'54" W	6.97
3	S23°05'04" W	79.86
4	S14°38'04" W	52.24
5	S54°53'04" W	48.74
6	S89°45'42" W	164.88
7	S52°31'06" W	48.03
8	N82°10'11" E	38.14
9	S64°30'11" E	89.31
10	S16°36'11" E	39.11
11	S80°06'11" E	120.21
12	S10°14'11" E	38.91
13	N79°31'11" E	54.51
14	S85°45'11" E	119.51
15	S31°10'45" E	31.46
16	S51°32'06" E	47.91
17	S67°14'14" E	50.61



N/F STEPHENS & BYRD

N/F BYRD

51.146 ACRES

N/F BYRD

N/F BROWN

N/F WALLACE

N/F HENDRIX ESTATE

N/F ETTA BRUCE ESTATE

- LEGEND**
- IRP IRON PIN FOUND
  - IRB IRON PIN SET IN BRASS
  - R/W RIGHT OF WAY
  - CM CONCRETE MENT
  - PL PROPERTY LINE
  - L.L. LAND LOT LINE
  - L.L.L. LAND LOT LINE
  - CL CENTER LINE
  - EMB EMBANKMENT
  - CH. CHAIN
  - BL BUILDING LINE
  - F- FENCE
  - P.P. POWER POLE
  - P&T POWER AND TELEPHONE
  - M.H. MAN HOLE
  - CB. CATCH BASIN
  - S.I. DRAIN INLET
  - F.H. FIRE HYDRANT
  - D.E. DRAINAGE EMBANKMENT
  - S.E. SEWER EMBANKMENT
  - R. RADIUS
  - EP EDGE OF PAVEMENT
  - MF MARKED FIRE FENCE
  - MF MARKED FIRE FENCE

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 323,377 FEET. TOPCON GTS-7 USED FOR ANGULAR AND LINEAR MEASUREMENTS.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,824 FEET AND AN ANGULAR ERROR OF 08" PER ANGLE. A.C. WAS ADJUSTED USING THE COMPASS RULE.

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

9-4-95 10-12-95  
REGISTERED PLAT BOOK 37 PAGE 237  
FILED BY A. Walker 10-19-95  
Buck McNeil  
CLERK



SHEET 1 OF 1  
DATE 10-19-95  
SCALE 1" = 200'  
JOB NO. 8925-13M  
FILE NO. BARNES



NO.	REVISIONS
1	140-90 EXTENDED DIRT ROAD TO GEORGIA 53

SURVEY FOR  
**MRS. DON T. BARNES**  
LOCATED IN  
LAND LOTS 225 & 228  
SOUTH HALF OF 13th DISTRICT 1st SECTION  
DAWSON COUNTY, GEORGIA



GEORGIA, DAWSON COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD

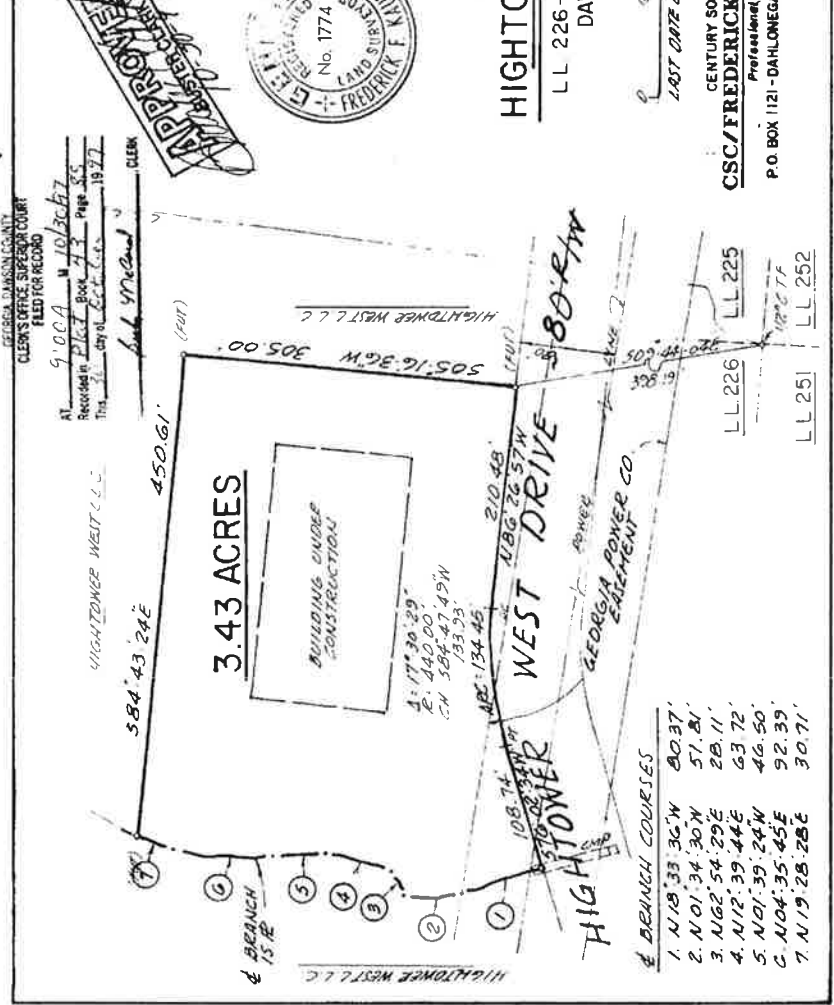
At 9:00 A.M. 10/16/97  
 Recorded in Book 477 Page 55  
 This day of October 1997  
 Clerk

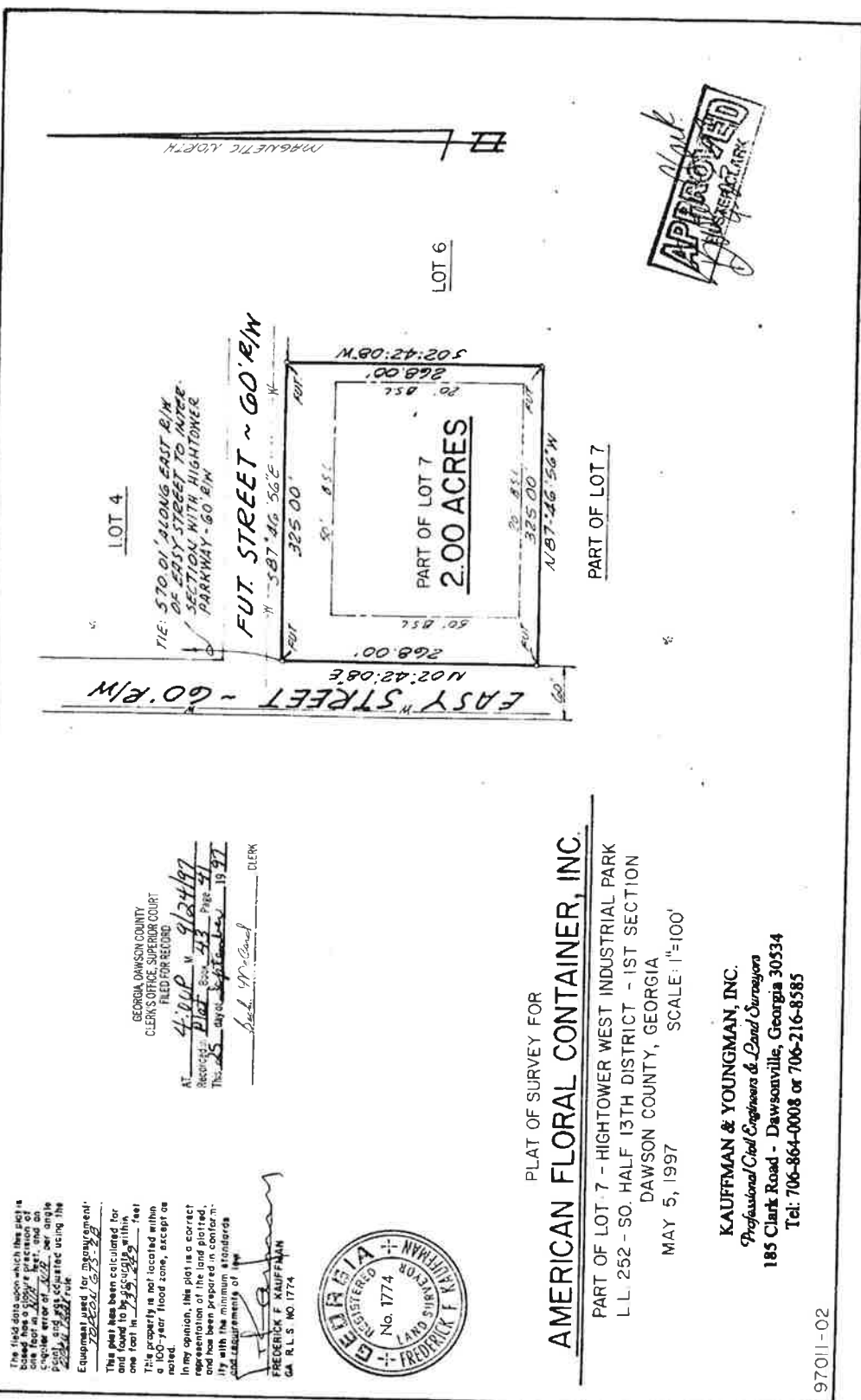
The field station which this plat is based has a known precision of one foot in 2,000,000 feet, and all measurements were reduced to the datum of 1985 using the equipment used for measurements.  
 This plat has been calculated for one foot in 2,000,000 feet. This property is not located within a 100-year flood zone, except as noted.  
 In my opinion, this plat is a correct representation of the land parceled, shown, and described hereon in accordance with the requirements of the FREDERICK F. KAUFFMAN  
 GA. R.L.S. NO. 1774

PLAT OF SURVEY FOR  
**HIGHTOWER WEST L.L.C.**  
 L.L. 226 - SOUTH HALF 13TH DIST. - 1ST SECT.  
 DAWSON COUNTY, GEORGIA  
 OCTOBER 16, 1997  
 SCALE: 1" = 100'  
 LAST DATE OF SURVEY 09-30-97, IN PROGRESS.



CENTURY SOUTHEASTERN CORPORATION d/b/a  
**CSC/FREDERICK F. KAUFFMAN & ASSOCIATES**  
 Professional Civil Engineers & Land Surveyors  
 P.O. BOX 1121 - DAHLONEGA, GEORGIA 30533 — TEL. 706-864-4122  
 70701.9110





*Clark*  
**APPROVED**  
 REGISTERED SURVEYOR

LOT 4

PART OF LOT 7  
**2.00 ACRES**

PART OF LOT 7

TIE: 570.01' ALONG EAST R/W  
 OF EAST STREET TO INTER-  
 SECTION WITH HIGHTOWER  
 PARKWAY - 60' R/W

FUT. STREET ~ 60' R/W

EAST STREET - 60' R/W

GEORGIA, DAWSON COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD

AT 4:00 P.M. 9/24/97  
 Received Plat No. 43 Page 4  
 This day 24 September 1997

*Clark*  
 CLERK

The field data upon which this plat is based has a 50% precision of accuracy and a circular error of 1:200 or one inch in 200 feet, and was obtained using the **Trimble 4600** Total Station.  
 Equipment used for measurement: **Trimble 4600**  
 This plat has been calculated for one foot in **125,000** feet within one foot in **125,000** feet.  
 The property is not located within a 100-year flood zone, except as noted.  
 In my opinion, this plat is a correct representation of the land depicted, and has been prepared in conformity with the minimum standards and requirements of the

*F. Kauffman*  
 FREDERICK F KAUFFMAN  
 GA R.L.S. NO 1774

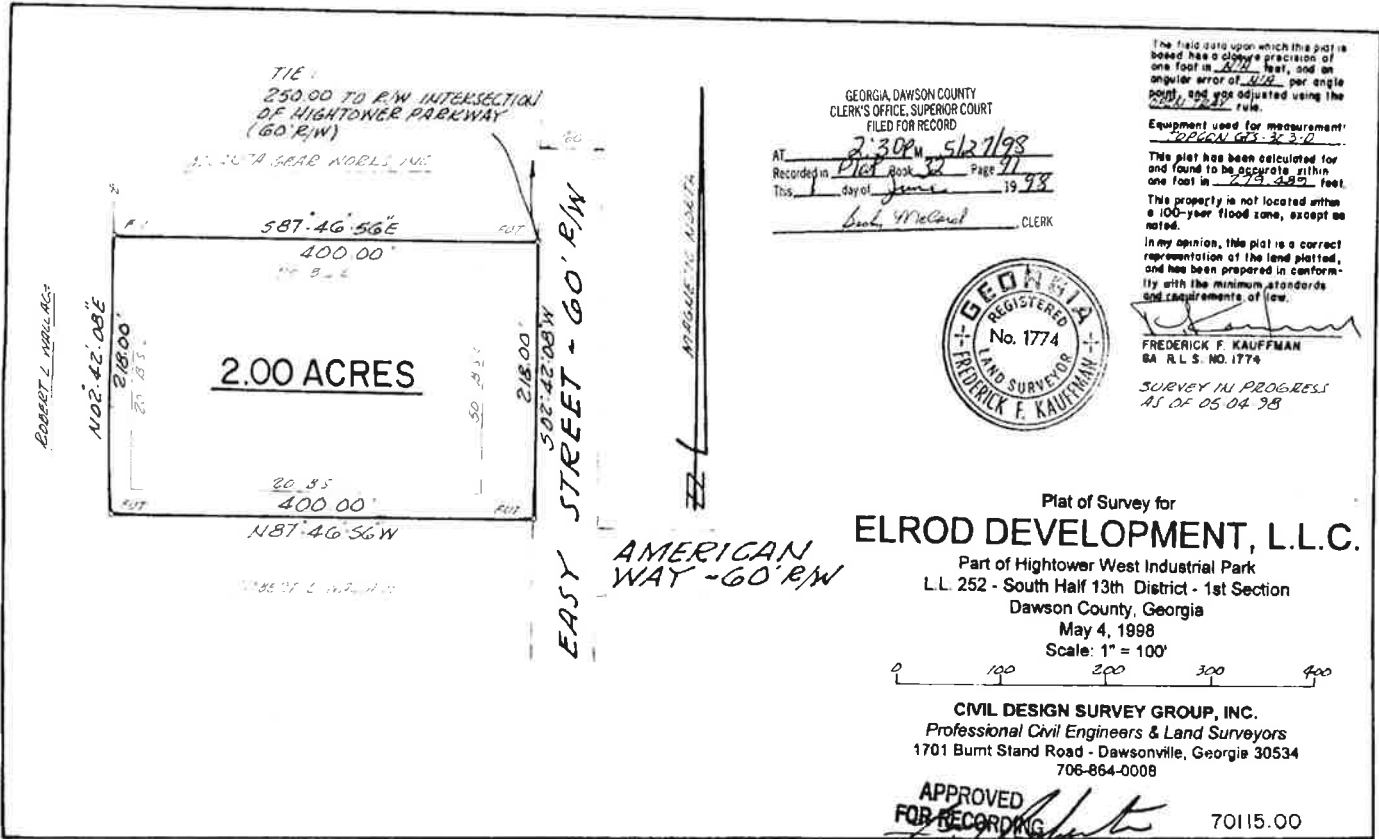


PLAT OF SURVEY FOR  
**AMERICAN FLORAL CONTAINER, INC.**

PART OF LOT 7 - HIGHTOWER WEST INDUSTRIAL PARK  
 L.L. 252 - SO. HALF 13TH DISTRICT - 1ST SECTION  
 DAWSON COUNTY, GEORGIA  
 MAY 5, 1997 SCALE: 1"=100'

**KAUFFMAN & YOUNGMAN, INC.**  
 Professional Civil Engineers & Land Surveyors  
 185 Clark Road - Dawsonville, Georgia 30334  
 Tel: 706-864-0008 or 706-216-8585

97011-02



GEORGIA, DAWSON COUNTY  
 CLERK'S OFFICE, SUPERIOR COURT  
 FILED FOR RECORD  
 At 2:30 P.M. 5/14/98  
 Recorded in Plat Book 32 Page 87  
 This 15 day of May 1998  
 Book 472 Page 101 CLERK

The field data upon which this plat is based has a closure precision of one foot in 411.4 feet, and an angular error of 1/1000 per angle point, and was adjusted using the CROWN TABLE rule.

Equipment used for measurement: TOTAL STATION

This plat has been calculated for and found to be accurate within one foot in 411.4 feet.

This property is not located within a 100-year flood zone, as reported.

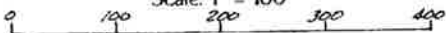
In my opinion, this plat is a correct representation of the land plotted, and has been prepared in conformity with the minimum standards and requirements of law.

FREDERICK F. KAUFFMAN  
 BA R.L.S. NO 1774

LAST DATE OF SURVEY:  
 12-16-97



Plat of Survey for  
**ATLANTA GEAR WORKS, INC.**  
 Part of Hightower West Industrial Park  
 LL 252 - South Half 13th District - 1st Section  
 Dawson County, Georgia  
 February 12, 1998  
 Scale: 1" = 100'

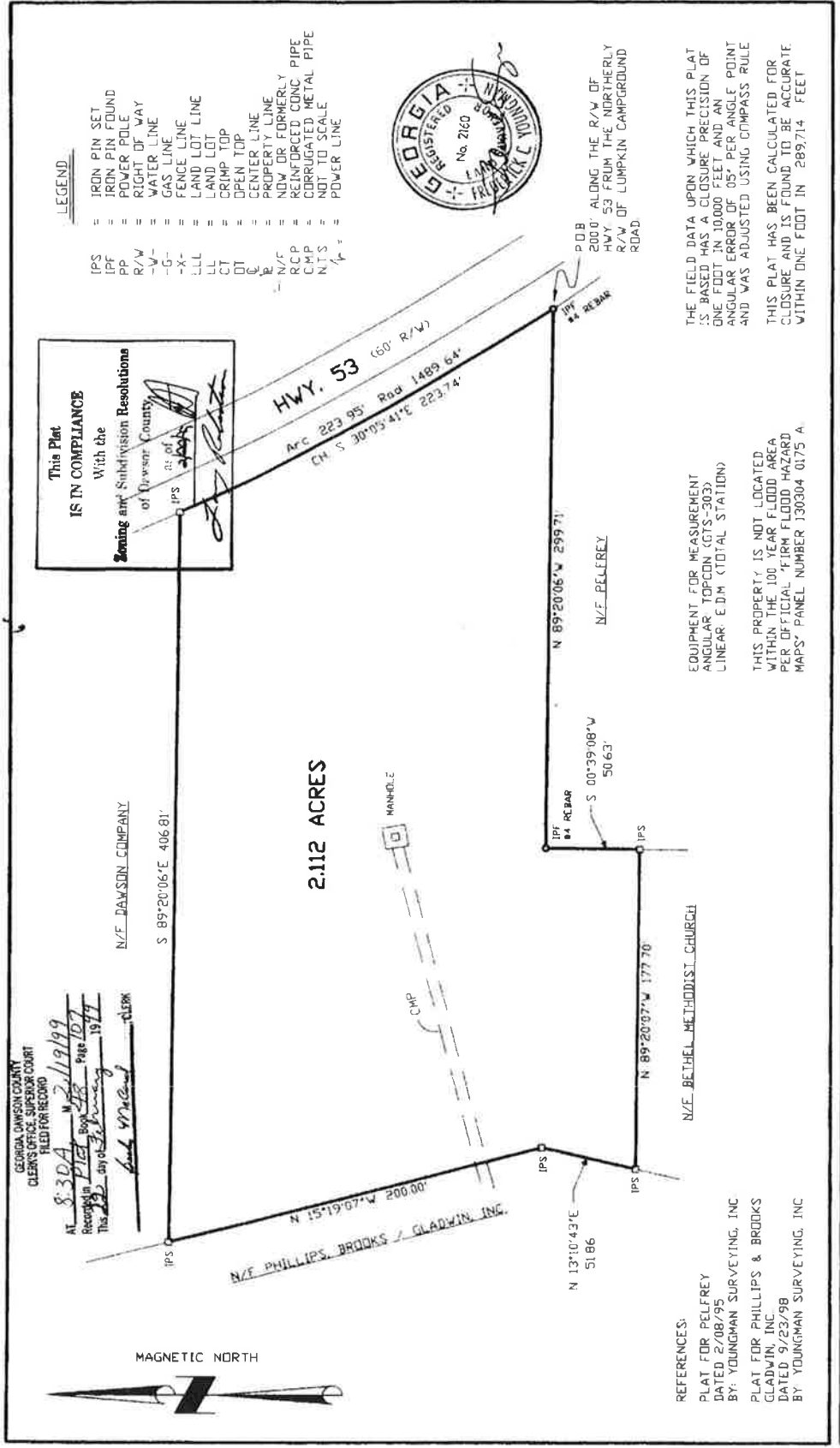


APPROVED  
 FOR RECORDING

Civil Design Survey Group, Inc.  
 Professional Civil Engineers & Land Surveyors  
 1701 Burnt Stand Road  
 Dawsonville, Georgia 30534  
 Tel: 706-864-0008

80180.

BCF 70110,  
 70112.



**Yongman Surveying, Inc.**  
 185 Clark Road  
 Danville, Georgia 30534  
 (706) 216-8585

**SURVEY FOR**  
**SOUTHERN HEALTH CORPORATION OF DAHLONEGA**

LAND LOT: 253  
 DISTRICT: SOUTH HALF 13TH SECTION  
 COUNTY: DAWSON STATE: GEORGIA  
 DATE: 10/07/98 FILE NO: 98091



**NOTES**

- 1) THIS PLAN HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT REFERRED AND CONTRACTED WITH. HOWEVER, OTHER PARTIES ARE SUBSEQUENTLY THAT BY NOTICE AS TO THE LIMITED SCOPE OF LIABILITY UNDER THIS PLAN BY THE PARTIES.
- 2) THE PLAT REFERENCES REFERENCED ON THIS PLAN ARE ONLY THOSE USED SPECIFICALLY NECESSARY TO THE BOUNDARY OF THIS PARCEL. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SURVEY.
- 3) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON BEVELON REFERENCED PLATS.
- 4) DIMENSIONS ARE BASED ON THE SPAN BEING USED FOR THE OPTIC SCOPES (NAD83).
- 5) UNDERGROUND UTILITIES SHOWN HEREON ARE FROM PUBLIC RECORDS LOCATED BY FIELD OPERATIONS BY MORELAND ASSOCIATES, INC. THESE UTILITIES WHICH WERE NOT REVEALED AND MARKED BY THIS SURVEY. THE LOCATION OF UNDERGROUND UTILITIES BY MORELAND ASSOCIATES, INC.

**PLAT REFERENCES**

- 1) PLAT FOR DAWSON COMMONS BY J. PAGE JR., DATED 11-20-03
- 2) PLAT FOR SOUTHERN HEALTH CORPORATION OF CALIFORNIA BY MORELAND ASSOCIATES, INC. DATED 10-11-03, RECORDED IN PG 48 PG 137.

**DEED REFERENCES**

- 1) 20 561 PG 147
- 2) 20 491 PG 145
- 3) 20 412 PG 86
- 4) 20 190 PG 236
- 5) 20 724 PG 116

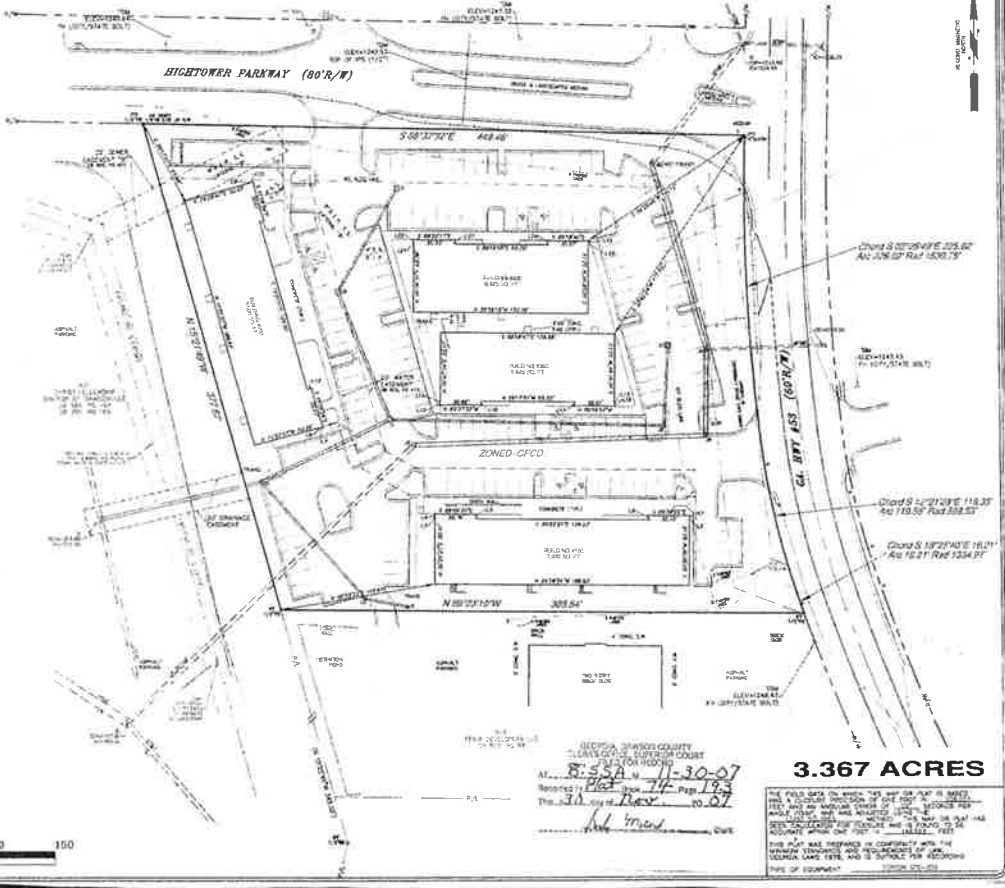
THE LOCATION OF CONDOMINIUM FOR DAWSON COMMONS CONDOMINIUM ASSOCIATION, INC. IS RECORDED IN PG 2002 PG 142. IS ONE OF RECORDS OF THE CLERK OF SUPERIOR COURT OF DAWSON COUNTY, GEORGIA.

APPROVED  
 11-30-07  
 FOR RECORDING  
*[Signature]*



**LEGEND**

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89	As Shown
90	As Shown
91	As Shown
92	As Shown
93	As Shown
94	As Shown
95	As Shown
96	As Shown
97	As Shown
98	As Shown
99	As Shown
100	As Shown



**Moreland Aitobelli Associates, Inc.**  
 Engineering Planning & Surveying  
 115 Peachtree Ridge Drive, Suite 101  
 Marietta, Georgia 30067  
 Phone: 770.273.8888 Fax: 770.273.8888

**DAWSON COMMONS CONDOMINIUM ASSOCIATION, INC.**  
 LAND LOT 250 - SOUTH HALF 13TH DISTRICT - 1ST SECTION  
 DAWSON COUNTY, GEORGIA

SHEET 7 of 7 SHEETS

REVISIONS

NO.	DATE	DESCRIPTION
1	11-30-07	ISSUED FOR RECORDING



MAGNETIC NORTH

The field data upon which this plat is based was obtained by means of a Leica total station, and an angle error of 1/1000 per angle point, and side adjusted using the method of least squares.

Equipment used for requirements:

The plat has been computed for one foot in 100,000 feet.

This property is not located within a 100-year flood zone, except as noted.

In my opinion, this plat is a correct representation of the land and the boundaries thereon, and the same are in accordance with the requirements of law.

FREDERICK F. KAUFMAN  
DA. R.L.S. NO. 1774

FULLY  
CORRECT



DELL CONNER

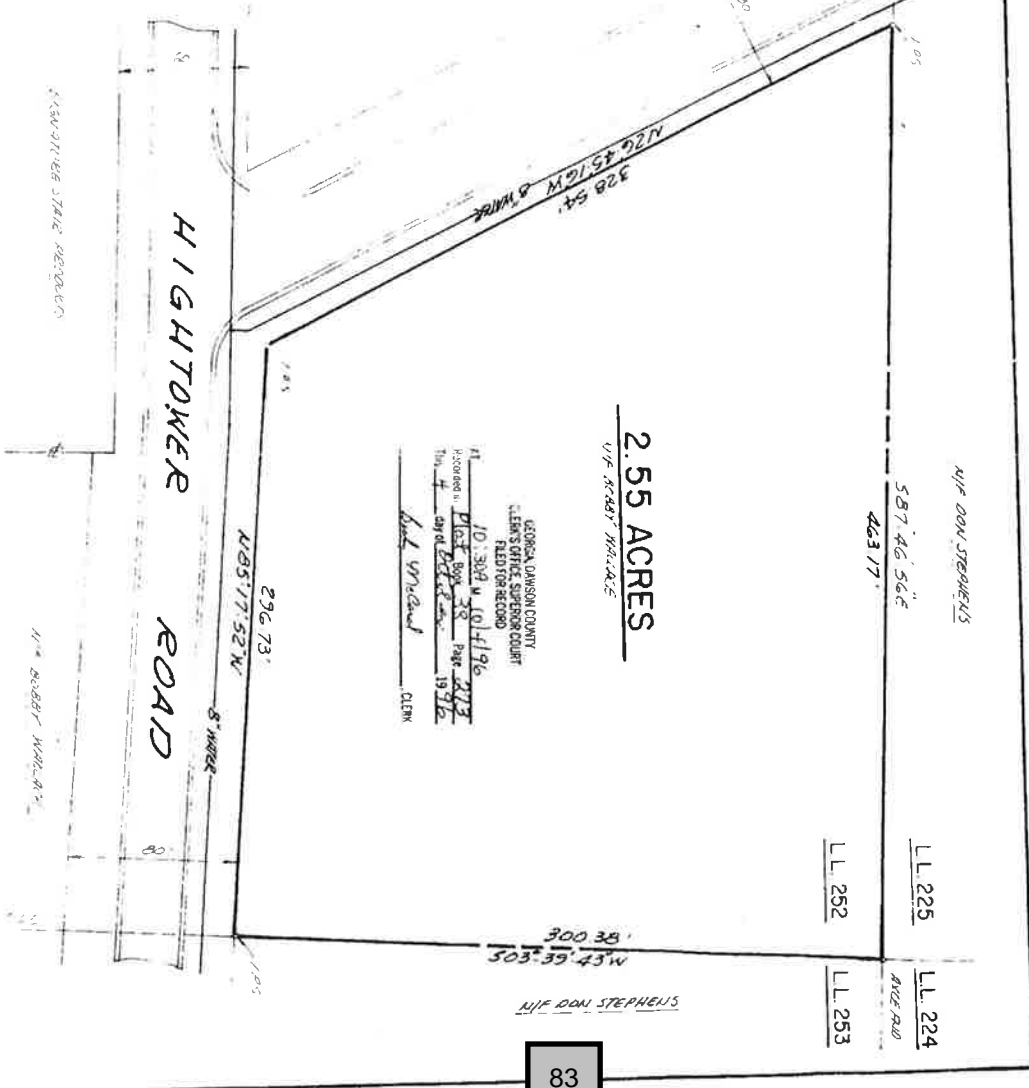
### Plat of Survey for HARRISON WELDING AND FORM SUPPLY, INC.

Hightower West Industrial Park  
LL 252 - South Half 13th District - 1st Section  
Dawson County, Georgia  
July 26, 1996  
Scale: 1" = 50'

KAUFMAN & YOUNGMAN, INC.  
Professional Civil Engineers & Land Surveyors  
185 Clark Road - Dawsonville, Georgia 30534  
Tel: 706-864-0008 or 706-216-8585

96130

1/25/96 (140)



**2.55 ACRES**

V.P. 16337 MARLACE

GEORGIA DAWSON COUNTY  
CLERK'S OFFICE, SECTION COURT  
FIELD RECORD

PLAT 10, 304 W. 1011196  
RECORDED IN DIST. 808, 38, PAGE 217  
THIS 4 DAY OF JULY 1996  
Dell Conner  
CLERK

MAGNETIC NORTH

The field observations which this plat is based upon were made with a distance of one foot in  $\frac{1}{1000}$  feet, and an angular error of  $\frac{1}{1000}$  per angle point, any one adjusted using the  $\frac{1}{1000}$  rule.

Equipment used for measurement:  $\frac{1}{1000}$  rule,  $\frac{1}{1000}$  level,  $\frac{1}{1000}$  tape.

This plat has been calculated for a bearing of  $55^{\circ} 01' 14''$  N and a distance of one foot in  $\frac{1}{1000}$  feet. This property is not located within a 100-year flood zone, except as noted.

In my opinion, this plat is a correct representation of the land plotted, and has been prepared in conformity with the minimum standards and requirements of law.

FREDERICK F. KAUFFMAN  
SA R.L.S. NO. 1774



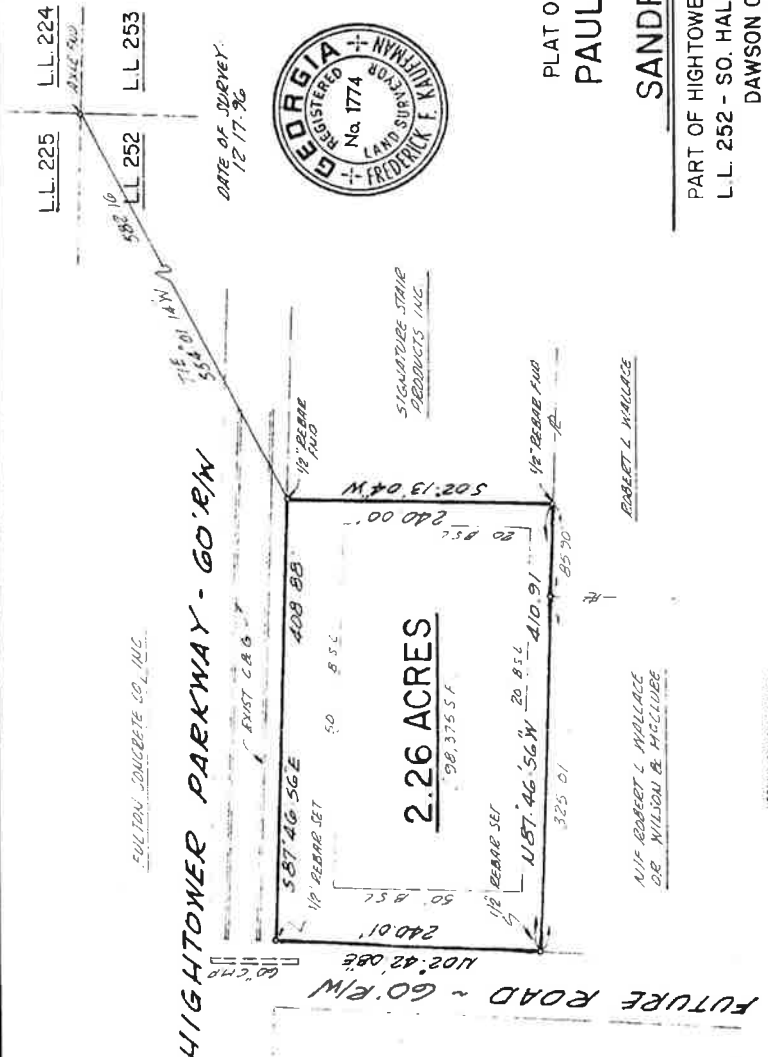
DELL CONNER

PLAT OF SURVEY FOR  
**PAUL J. ROSS**  
AND  
**SANDRA J. ROSS**

PART OF HIGHTOWER WEST INDUSTRIAL PARK  
L.L. 252 - SO. HALF 13TH DIST. - 1ST SECTION  
DAWSON COUNTY, GEORGIA  
DECEMBER 18, 1996  
SCALE: 1" = 100'

CENTURY SOUTHEASTERN CORPORATION: 6/66  
**CSC/FREDERICK F. KAUFFMAN & ASSOCIATES**  
Professional Civil Engineers & Land Surveyors  
P.O. BOX 1121 - DAHLONEGA, GEORGIA 30533 — TEL. 706-864-4122

8119



GEORGIA DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

1140A M 12/26/96  
Recorded in Plat Book 39 Page 67  
This day of December 1996

Book 41 of 1996  
CLERK

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**DAWSON COUNTY PLANNING COMMISSION MEMORANDUM**

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**DATE:** NOVEMBER 9, 2015

**TO:** DAWSON COUNTY PLANNING COMMISSION

**FROM:** RACHEL BURTON, PLANNING AND DEVELOPMENT DIRECTOR

**MEETING:** NOVEMBER 17, 2015 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303

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**CASE #:** ZA 15-08

**APPLICANT:** Rachel Burton

**STATUS OF APPLICANT:** Authorized Representative

**SITE LOCATION:** Hightower West Drive/Hightower Parkway/Easy Street/GA 53 (TMPs 105-032, 105-032-001-005, 113-004, 113-004-001-003, 113-004-009-011, 113-110, 113-010-001-003, 113-010-006-008, 113-010-010-011, 113-178, 113-181, 113-183, and 113-184)

**COMMISSION POST:** 4

**REQUESTED ACTION:** to rezone 116.43 acres from C-PCD (Comprehensive Planned Commercial District) to C-IR (Commercial Industrial Restricted) & C-HB (Commercial Highway Business).

**PROPOSED USES:** Commercial Businesses (specifics unknown)

**SURROUNDING ZONING DISTRICTS:**  
North – C-HB (Commercial Highway Business) & CPCD (Commercial Planned Comprehensive Development)  
South – RA (Residential Agriculture)  
East – RA (Residential Agriculture) & C-CB (Commercial Community Business)  
West - RSRMM (Residential Sub-Rural Manufactured/Moved) & RA (Residential Agriculture)

**SURROUNDING LAND USES:**  
North – Commercial Business  
South – Residential Property  
East – Residential Property  
West – Residential Property & Proposed Commercial Business

**FLUP CLASSIFICATION:** Commercial-Highway & Light Industrial

**SUBJECT PROPERTY HISTORY:**  
ZA 97-06 RA, CIR, CCB & CHB to CPCD (TMP 105-032, 113-010)  
ZA 96-01 RA to CPCD (TMP 113-004, 113-178, 113-181)  
ZA 95-05 RA to CIR (TMP 105-032, 105-032-001)  
ZA 95-02 RA to CIR (TMP 113-010)  
ZA 87-03 RA to CHB (TMP 113-010)

**ACCESS:** Highway 53 East

**ANALYSIS AND COMMENTS:**

The subject property consists of approximately 116.43 acres (TMPs 105-032, 105-032-001-005, 113-004, 113-004-001-003, 113-004-009-011, 113-110, 113-010-001-003, 113-010-006-008, 113-010-010-011, 113-178, 113-181, 113-183, and 113-184). The subject property is currently zoned CPCD. Adjacent properties are zoned residential sub-rural manufactured/moved and residential agriculture. The 2033 Comprehensive Plan Future Land Use Map recommends the property be Commercial Highway and Light Industrial.

The subject property was rezoned to CPCD in 1996 and 1997 (ZA 96-01 & ZA 97-06) for a proposed planned commercial/industrial development. The Land Use Resolution was amended in 1994 to include the CPCD zoning district which permitted all C-IR uses. In 2005, the CPCD zoning district was amended excluding uses allowed in C-IR from the permitted uses. The intent of the 1996/1997 rezoning cases was for industrial uses, however the current Land Use Resolution does not allow for such uses within the CPCD zoning district. The rezoning request to C-IR and C-HB will allow for the industrial uses currently and proposed future uses.

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

**A. The existing uses and classification of nearby property.**

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

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

The Future Land Use Plan (FLUP) currently recognizes Commercial-Highway and Light Industrial for the subject property. The proposed rezoning does align with the FLUP.

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

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

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

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

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

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

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

The subject property currently has commercial and industrial businesses.

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

The subject property was rezoned to C-PCD in 1996 and 1997 for a proposed planned commercial/industrial development. The Land Use Resolution was amended in 1994 to include the C-PCD zoning district which permitted all C-IR uses. In 2005, the C-PCD zoning district was amended excluding uses allowed in C-IR from the permitted uses. The intent of the 1996/1997 rezoning cases was for industrial uses; however, the current Land Use Resolution does not allow for such uses within the C-PCD zoning district. The rezoning request to C-IR will allow for the industrial uses currently being used and proposed future uses.

**Photographs:**



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

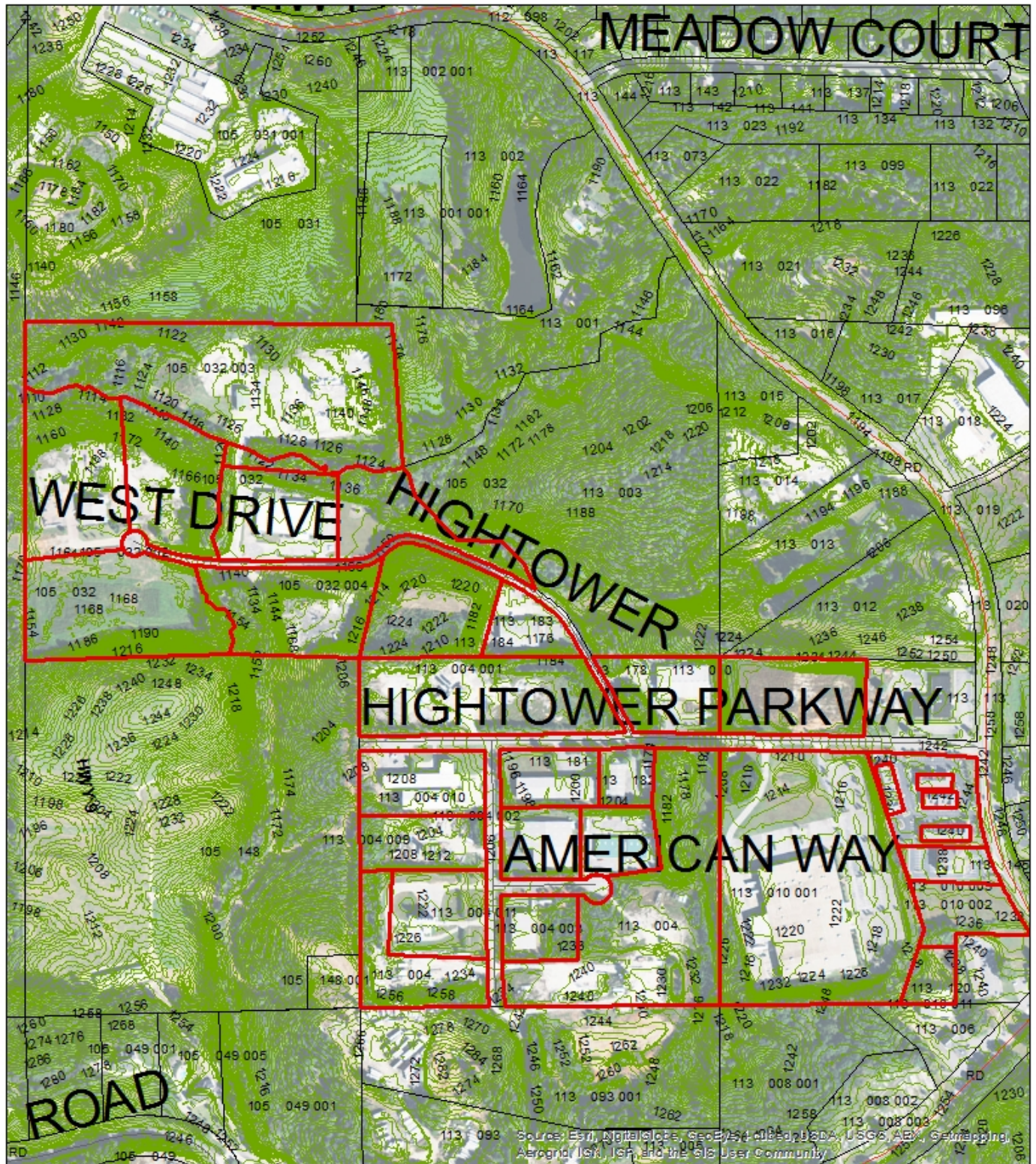
- a) **Engineering Department** – No comments necessary.
- b) **Environmental Health Department** – No comments at this time.
- c) **Emergency Services** – Fire Station 2 would service this location with a distance of 2 miles. Response time would be 5-10 minutes by both paid and volunteer firefighters. The fire rating for the area is 5. Occupancy class is B-I, with a medium degree of hazard. Number of approved fire apparatus access roads is one. Zoning will not have an impact on Emergency Services’ response time, manpower, apparatus and work load.
- d) **Etowah Water & Sewer Authority** – An 8” domestic water line is available at the site. Sewer availability stops in front of the church building on Hightower. The only properties with access to gravity sewer are on the corner of Hightower and Hwy 53, the rest are on septic.
- e) **Dawson County Sheriff’s Office** – Police protection is adequate and no additional manpower, equipment, or construction would be necessary.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – GDOT recommends adding a right turn lane from SR 53 Eastbound into Hightower Parkway. GDOT recommends closing the first interior driveway on the right when entering Hightower Parkway, because it does not meet the 100ft minimum spacing.

**Recommendation**

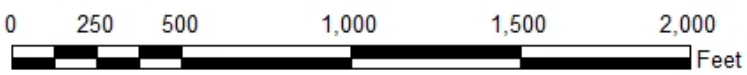
Staff has reviewed the application for rezoning from C-PCD to C-IR and C-HB for the subject property. Based on the information provided and the surrounding uses staff recommends **APPROVAL** of the rezoning request. The current Future Land Use Plan does align with the proposed C-IR and C-HB zoning request.

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

Attachments: Maps

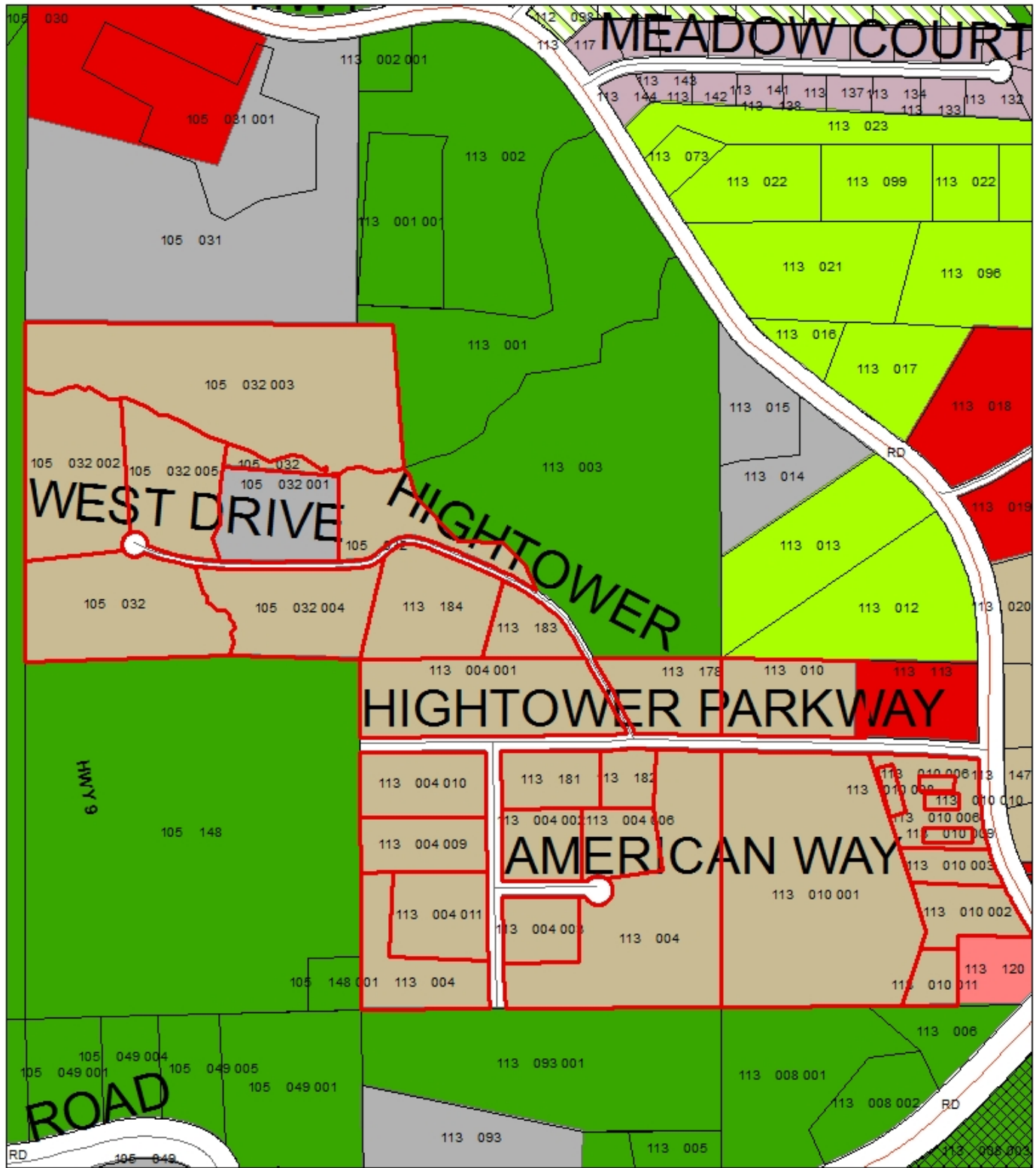


- Legend**
- Parcel
  - County Line
  - Road Type
  - County RD
  - State Hwy
  - US Hwy
  - Dawsonville
  - 2 Contours - south

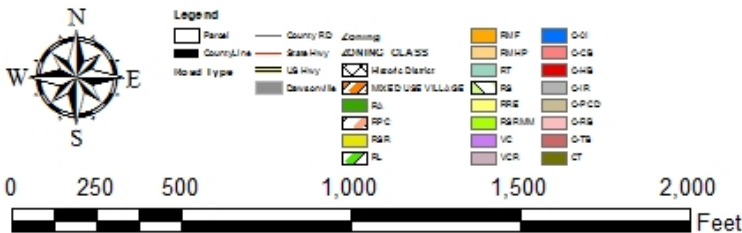


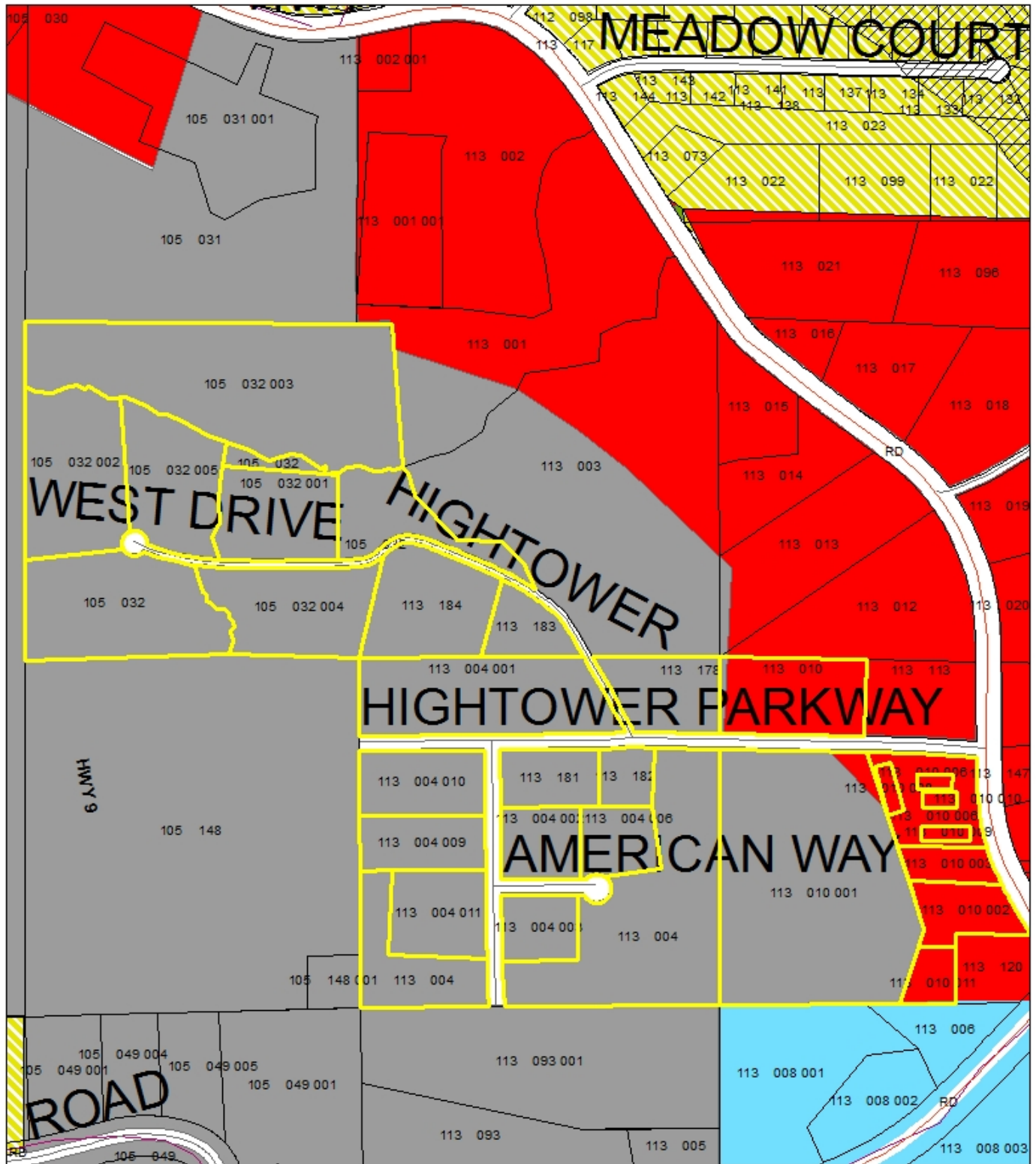
**ZA 15-08**  
**Aerial w/topo**



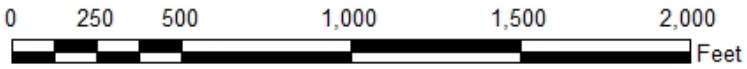


## ZA 15-08 Current Zoning





- |               |           |                               |                            |  |
|---------------|-----------|-------------------------------|----------------------------|--|
| <b>Legend</b> | County RD | Future Land Use               | Lakefront Residential      | Transportation/Communication/Utilities |
| Parcel        | State Hwy | Future Land Use               | Commercial - Highway       | Agriculture                            |
| County Line   | US Hwy    | Suburban Residential          | Crossroads Commercial      | Park/Recreation/Conservation           |
| Road Type     | County RD | Rural Residential             | Campus/Style Business Park | Forestry                               |
|               | State Hwy | Sub-Rural Residential         | Office/Professional        | Water                                  |
|               | US Hwy    | Planned Residential Community | Mixed Use Village          | Water Supply Protection Line           |
|               | County RD | Town Residential              | Public/Institutional       |  |
|               | State Hwy | Multiple-Family Residential   | Light Industrial           |  |



## ZA 15-08 Future Land Use

**Backup material for agenda item:**

1. Consideration of request for additional funds to cover parent and child representation as required by law and related court reporter costs



# 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: Juvenile Court

Presenter: Judge Lindsay Burton

Submitted By: Judge Lindsay Burton

Date Submitted: 12/2/2015

Item of Business/Agenda Title: Increase budget for court reporters and parent and child representation in Juvenile Court Dependency and Termination of Parental Rights cases

**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: Yes – ASAP; funds unavailable to pay invoices through the end of FY 2015

Purpose of Request: To request additional funds to cover parent and child representation as required by law and related court reporter costs

Department Recommendation: Increase the amount appropriated for Indigent Defense – Parent and Indigent Defense – Children and Technical – Court Reporter for FY 2015

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: Original 2015 budget for Indigent Defense - Child was \$17,376; YTD expenditures are \$22,000+; original 2015 budget for Indigent Defense – Parent was \$10,539; YTD expenditures are \$8,900+; original 2015 budget for Technical – Court Reporter was \$200; YTD invoices are \$800

Amount Requested: Technical – Court Reporter	\$600	Amount Budgeted:	\$200
Indigent Defense – Child	\$6,750		\$17,376
Indigent Defense – Parent	\$9,750		\$10,539
Total Request:	\$17,100		

Fund Name and Account Number: Indigent Defense – Child 100-00-2600-521201-000; Indigent Defense – Parent 100-00-2600-521202; Technical – Court Reporter 100-00-2600-521303-000

Administration Staff Authorization

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

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

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

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

\_\_\_\_\_

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



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

**SUBJECT:** Juvenile Court Budget Adjustment

**DATE:** 12/1/2015

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** December 17, 2015

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**PURPOSE:** To request additional funds to be budgeted for payment of attorneys who represent parents and children in Juvenile Court dependency and termination of parental rights cases and increased costs for court reporters

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**HISTORY:** These expenses are related to a State unfunded mandate effective in 2014.

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**FACTS AND ISSUES:** The number and length of cases varies and is very unpredictable.

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**OPTIONS:** Request increase in budget for these expenses

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**RECOMMENDED SAMPLE MOTION:** Move to increase the Juvenile Court budget for Indigent Defense – Child by \$6,750, Indigent Defense – Parent by \$9,750 and Technical – Court Reporter by \$600

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**DEPARTMENT:**

Prepared by: Judge Lindsay Burton

Director Judge Lindsay Burton

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**Backup material for agenda item:**

2. Consideration of Family Connection Fiscal Agent Request



# 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: Family Connection

Presenter: Nancy Stites

Submitted By: Clark MacAllister, Board Chair

Date Submitted: 11/10/2015

Item of Business/Agenda Title: Family Connection Fiscal Agent Request

**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: January 1, 2016

Purpose of Request: Approval for Dawson County Government to contract for all fiscal activities relative to the operation of Dawson County Community Partnership, Inc./Family Connection for 2016

Department Recommendation: Approve request as submitted.

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

Yes Explanation/ Additional Information: Fiscal Agent Designation Acceptance Agreement and Memorandum of Understanding attached 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: Grants and contributions are budgeted in separate fund during annual budget process  
 No

Amount Requested: N/A

Amount Budgeted: Total operating budget for FY 2015-2016 attached

Fund Name and Account Number: 207-00-XXXX-XXXXXXX-XXX

#### Administration Staff Authorization

Dept. Head Authorization: Clark MacAllister Date: 11/10/2015

Finance Dept. Authorization: Dena Bosten Date: 11/10/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12/10/2015

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

Attachments: 1)Memorandum of Understanding 2) Family Connection 2015-2016 Budget 3) Fiscal Agent Agreement







**DAWSON COUNTY BOARD OF COMMISSIONERS**

**EXECUTIVE SUMMARY**

**SUBJECT:** Fiscal Agent for Dawson County Community Partnership, Inc.

**DATE:** December 10, 2015

- ( ) RECOMMENDATION
- ( ) POLICY DISCUSSION
- ( ) STATUS REPORT
- ( ) OTHER

**BUDGET INFORMATION:**

ANNUAL- \$220,883  
 CAPITAL-

**COMMISSION ACTION REQUESTED ON:**

- a. Approval for Dawson County Government to contract for all fiscal activities relative to the operation of Dawson County Community Partnership, Inc./Family Connection for 2016
- b. Approval/Authorization for application submittal and acceptance of FY2017 Family Connection Grant. DHS operating budget will be approximately \$46,000 with no match for July 1, 2016-June 30, 2017 subject to state budget cuts.
  - United Way donations requesting approximately \$8,000 for 2016
  - Northside Hospital in support of Lead Nurse for school-based clinics - \$15,000 for school year 2016-2017
  - Department of Behavioral Health and Development Disabilities grant for approximately \$122,000 with no county match for October 2016-September 2017
- c. Request approval/authorization for application submittal and the Chairman’s signature upon acceptance of additional grant award contracts and donations received throughout 2016 as approved by Family Connection board. If matching funds are required, a separate request will be brought before Dawson County Government for approval.

**PURPOSE:**

Dawson County Family Connection’s mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. Having another entity serve as their fiscal agent makes it possible to accept state and federal funds that are reimbursable contracts that support a Coordinator and the work of the collaborative.

**HISTORY:**

Dawson County Family Connection was created in 1991 and became a non-profit in 1998. Dawson County Government has served as their fiscal agent since July 1, 1999.

**FACTS AND ISSUES:**

Contract funding received and managed by the fiscal agent has allowed programs to be envisioned at the Family Connection table and come to fruition such as Mentoring, School-based Health Clinics, Stewards of Children and many other projects and activities with a focus on school success and strengthening families and children.

**OPTIONS:**

- 1. Approve as submitted
- 2. Do not approve
- 3. Recommend other action

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**RECOMMENDED SAMPLE MOTION:**

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**DEPARTMENT: Dawson County Family Connection**

Prepared by: Nancy F. Stites

Director Nancy F. Stites

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**Family Connection Budget - 2015-2016**

Expense Type	Total	DHS Family Connection	Office Prevention Serv.	County Supplement	Wal-Mart	Big Canoe Women's	United Way	Northside Hospital	Misc. Donations	Total
<b>General Operating</b>										
Board Ins	1,250	1,250								0
Subscriptions/dues/fees*	605	400	205							0
Postage	3,120	100	3,020							0
Supplies	3,453	800	2,653							0
Printing	8,750	0	8,750							0
Training & Conferences	2,120	600	1,520							0
Meeting Expense	900	900								0
Tax Preparation	800	800								0
Audit	1,400	600	800							0
Advertising - billboard, ads	18,914		18,914							0
sub total	41,312	5,450	35,862	0	0	0	0	0	0	0
<b>Telecommunications</b>										
Telephone & internet charges	2,400	1,000	1,400							0
includes Doodle & Constant Contact										
<b>Travel</b>	6,025	700	5,325							0
<b>Per Diem Fee &amp; Contracts</b>										
FC Coordinator- salary	45,072	27,049	17,000				1,023			0
Fringe (total \$58,786)	13,714	11,801	1,300				613			0
FC Admin Assistant-salary	21,417		850	20,567						0
fringe	1,638		65	1,573						0
OPS Project Coord.-salary	37,800		37,800							0
Fringe	3,405		3,405							0
OPS Evaluator	10,000		10,000							0
Copier lease	103			103						0
Website maintenance	700		700							0
Social media	900		900							0
Positive Social Norm Consultant	200		200							0
Marketing Design	6,700		6,700							0
sub total	141,649	38,850	78,920	22,243	0	0	1,636	0	0	0
<b>Total</b>	191,386	46,000	121,507	22,243	0	0	1,636	0	0	0
<b>Initiatives &amp; Special Projects</b>		0	0							
School Youth health services	17,800						2,800	15,000		0
CAPA	0									0
Stewards of Children	500						500			0
Bookbag supplies donation	3,000				500				2,500	0
Support for homeless students	3,500				1,500		2,000			0
Early Learning Strategy	4,000					2,000	2,000			0
										0
										0
										0
<b>Total</b>	30,436	0	100	0	2,000	2,000	8,936	15,000	2,500	0
<b>TOTAL</b>	220,186	46,000	121,507	22,243	2,000	2,000	8,936	15,000	2,500	0

**Fiscal Agent Designation and Acceptance Agreement**

**County: DAWSON**

The Commissioner of Roads and Revenue-Dawson County agrees to serve  
(official name of agency or board)

as the fiscal agent for the Dawson County Community Partnership, Inc.  
(name of Family Connection collaborative)

For the period of July 1, 2016 through June 30, 2017.

The fiscal agent certifies they 1) understand this is a 12 month commitment 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the grant, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made under this contract, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Mail signed agreement with signed W-9 to:

FY16 Fiscal Agent Information  
Georgia Family Connection Partnership  
235 Peachtree Street, Suite 1600  
Atlanta, GA 30303-1422

Deadline: February 16, 2016

**Family Connection Collaborative Chair:**

\_\_\_\_\_  
(Signature in blue ink)

Clark MacAllister  
(Print Name in Block Letters)

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

~~~~~  
**Family Connection Coordinator:**

\_\_\_\_\_  
(Signature in blue ink)

Nancy Stites  
(Print Name in Block Letters)

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

**Fiscal Agent:**

\_\_\_\_\_  
(Signature of agency representative legally responsible to enter into contract.  
Signature in blue ink)

Mike Berg  
(Print Name in Block Letters)

Title: Chair- Board of Commissioners  
(Print Title in Block Letters)

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

Attach completed W-9 form and mail to address given above.

Note: Information entered into CIMS system by collaborative will be source for contract preparation.

(09/11)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Dawson County Community Partnership, Inc./Family Connection, hereinafter referenced as “Agency”, and the Board of Commissioners of Dawson County, hereinafter referenced as “Dawson County”.

1. Fiscal Agent/Financial Accounting.

Dawson County shall act as fiscal agent and provide financial accounting support to the Agency for programs supported by donations to the Agency and by the grants received by the Agency referenced in “Exhibit A”, which is attached hereto and incorporated herein by reference. The grants referenced in Exhibit A may be amended during the term of this Memorandum of Understanding upon approval by Dawson County.

2. Agency Services.

The Agency shall furnish the following services, data and information to the Dawson County:

1) act as the liaison between the Agency and all vested community organizations, and 2) to provide appropriate administrative duties including, but not limited to, program development and contract deliverables implementation, resource development, coordinating public information, and 3) provide all grant applications, agreements or contracts and corresponding data required by the fiscal agent to fulfill the grant requirements and

3. Term.

The parties hereto agree that the term of this Memorandum of Understanding shall be as follows: January 1, 2016 – December 31, 2016.

4. Records.

Dawson County shall maintain such records and accounts regarding property, personnel and financial records deemed necessary by the Agency and any grant or contract funding source to assure a proper accounting for all project funds for both federal and non-federal shares. Any such records shall be made available for audit purposes to the Agency, the grant or contract funding source, or the Controller General of the United States or any authorized representative and shall be retained for three years after the expiration of this Memorandum of Understanding unless permission to destroy such records is granted by both the Agency and the grant or contract funding source.

5. Mutual Cooperation.

Dawson County agrees to assist the Agency in complying with all of the conditions governing grants or contracts under current laws and regulations.

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

ATTEST:

DAWSON COUNTY  
BOARD OF COMISSIONERS

\_\_\_\_\_  
Danielle Yarbrough, Clerk  
Dawson County Commissioners

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

ATTEST:

DAWSON COUNTY COMMUNITY  
PARTNERSHIP, INC.

\_\_\_\_\_  
Nancy Stites  
Title: Coordinator, Family Connection

\_\_\_\_\_  
Clark MacAllister  
Title: Chairman, Family Connection Board

Exhibit A

Department of Human Services

- Grant for approximately \$46,000 July 1, 2015 - June 30, 2016 with no match requirement
- Grant for approximately \$46,000 July 1, 2016 – June 30, 2017 with no match requirement

Department of Behavioral Health & Developmental Disabilities – Office of Prevention Services

- Grant for approximately \$122,000 October 1, 2015 – September 30, 2016 with no match requirement
- Grant for approximately \$122,000 October 1, 2016 – September 30, 2017 with no match requirement





**Backup material for agenda item:**

3. Consideration of Request for Change Order to Narrowbanding Contract with Motorola to include the E911 Control Station Consoles



# 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 Sheriff's Office

Presenter: Sheriff Carlisle & LTC Greg Rowan

Submitted By: Purchasing Director Davida Simpson

Date Submitted: December 14, 2015

Item of Business/Agenda Title: Request for Change Order to Narrowbanding Contract with Motorola to include the E911 Control Station Consoles

**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: None

Purpose of Request: Execute a change order to allow for an upgrade to the E911 radio station consoles.

Department Recommendation: Approve change order as submitted

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

Yes Explanation/ Additional Information: Action comes in the form of a change order to the original purchase order to Motorola  
 No

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

Yes Explanation/ Additional Information: Project will be funded from SPLOST V as part of the original narrowbanding project.  
 No

Amount Requested: \$200,121

Amount Budgeted: \$100,000 as approved during FY 2016 budget process

Fund Name and Account Number: 315-00-3300-XXXXXX-000

### Administration Staff Authorization

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

Finance Dept. Authorization: Dena Bosten Date: 12/15/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

Comments: Original contract with Motorola approved May 2013, PO2385, Quote for MCC7100 Console and specifications sheet



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

**SUBJECT:** Request for Change Order to Narrowbanding Contract with Motorola to include the E911 Control Station Consoles

**DATE:** December 14, 2015

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

**BUDGET INFORMATION:**

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

**COMMISSION ACTION REQUESTED ON:** Approve as submitted.

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**PURPOSE:** Change order is to allow for the purchase of E911 consoles upgrade.

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**HISTORY:** E911 Consoles are needed in order to perform E911 dispatch duties, to allow Sheriff deputies, fire and dispatchers to communicate. Without this system in working condition, communications are not possible.

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**FACTS AND ISSUES:** E911 Consoles were identified as a need in 2012 and were reprogrammed in the 2012 Narrowbanding bid due to budget constraints. Current equipment is obsolete and in critical disrepair. This change order will fix the current system and allow for future growth to include Phases 2 & 3 of the Narrowbanding bid if needed. This solution will also allow for additional channels to be used. Warranty is included in the first year.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Motion to approve change order to the Motorola contract as a result of bid #185-12 RFP Public Safety VHF Radio Communication Systems in the amount \$200,121.00.

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**DEPARTMENT:**

Prepared by: \_\_\_\_\_

Director \_\_\_\_\_

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Motorola is pleased to provide the following equipment and services to Dawson County, GA for a 3 Position MCC7100 Operator Dispatch Console.

| Description         | Price               |
|---------------------|---------------------|
| • Total Equipment   | <b>\$146,479.00</b> |
| • Total SI/ Service | <b>\$53,642.00</b>  |

**Total Equipment and SI/ Service** **\$200,121.00**

**Optional: Additional Warranty and Maintenance Service for Years 2-5**

| Description                   | Price              |
|-------------------------------|--------------------|
| • Warranty / Maintenance Yr 2 | <b>\$10,427.00</b> |
| • Warranty / Maintenance Yr 3 | <b>\$10,924.00</b> |
| • Warranty / Maintenance Yr 4 | <b>\$11,420.00</b> |
| • Warranty / Maintenance Yr 5 | <b>\$11,915.00</b> |

**Total Warranty/Maintenance** **\$44,686.00**



**MOBILE, FLEXIBLE, MISSION CRITICAL VoIP DISPATCH CONSOLE**

# ASTRO® 25 MCC 7100 IP DISPATCH CONSOLE

Today's dynamic command and control environments demand communication capabilities that can be deployed at a moment's notice, anytime, anywhere. As a fixed or mobile solution, the MCC 7100 IP Dispatch Console eliminates traditional technology barriers to deliver the flexible, interoperable communications you demand.

Take command of situations from virtually anywhere. The MCC 7100 Console uses wired or wireless networks to establish Project 25 (P25) encrypted voice communications with trunked and conventional radios, when and where you need them most.

Use the portable MCC 7100 Console to quickly expand your mobile work force communications for on the spot coordination during special events, for disaster management, in back-up facilities and to increase temporary dispatch capacity. Equip senior staff with the ability to easily monitor and initiate communications from their office, on the road or in remote locations.

With this new flexibility and mobility, dispatchers in the field no longer have to juggle multiple portable radios for communications. Instead, a laptop PC equipped with the MCC 7100 Console provides full dispatch control with firewall secured protection into the ASTRO® 25 network.

## EASY TO USE, FLEXIBLE, AND CUSTOMIZABLE USER INTERFACE

To help reduce training needs, increase adoption rates and keep dispatch practices consistent, the MCC 7100 IP Dispatch Console uses the familiar MCC 7500 IP Dispatch Console graphical user interface (GUI) with easily recognized icons and graphics based on Microsoft Windows®.

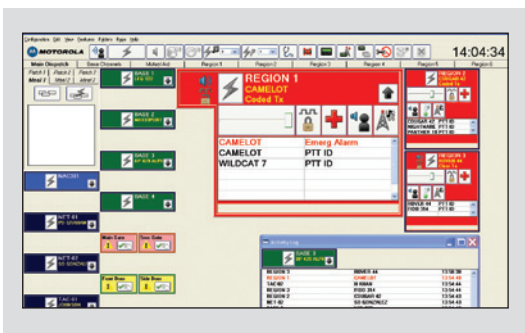
The customizable GUI allows you to layout screen resources with color, size and placement choices organized by agency, shift or other criteria in order to build the user interface according to your individual or organization specifications.

Trunked and conventional radio channels are customizable with various controls, such as; patch setup and tear down, frequency select, coded/clear select and individual volume control, based on user preferences. Per-channel controls can be fully or partially shown, or hidden to save space on the screen.

Because mission critical voice is dependent on the state of the network in use, the MCC 7100 Console includes a Network Status Indicator to provide the user with constant real time feedback about network conditions affecting communication performance.

Busy users quickly respond to missed calls by simply clicking on an entry in the Activity Log and selecting transmit. The display information such as the number of calls and date and time specifics are customizable to fit the needs of the individual user.

To support full customization of the GUI or integration with 3rd party applications, an available Software Development Kit (SDK) provides access to all console functionality.



Tailor the MCC 7100 Console to your needs with the customizable user interface

## KEY INTEROPERABILITY FEATURES

### Works in Parallel with MCC 7500 IP Dispatch Consoles

The ASTRO® 25 console system may consist exclusively of MCC 7100 Consoles or operate in parallel with MCC 7500 Consoles. Both share the same GUI and can have the same selected resources with cross muting supported between the two.

### Agency Partitioning Delivers Sharing and Cost Savings

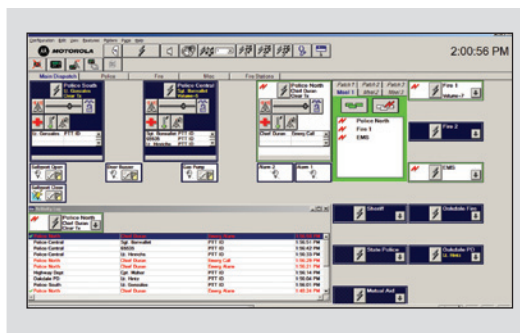
With Agency Partitioning, multiple agencies can share a system to gain interoperability and cost savings benefits, and still maintain control of their own channels, encryption keys, configuration and more.

### Console Alias Manager Gives Local Control

The MKM 7000 Console Alias Manager is an available option on the MCC 7100 Console that allows agencies to locally manage their radio unit IDs. Different agencies sharing the system can manage their radio Unit ID aliases independently and autonomously. Users easily differentiate between "their" radio users and "other" radio users by using more generic aliases for the "other" users.

### Ensure Emergency Transmissions Get Priority

Transmit Priority Levels provide an orderly and consistent method for ensuring that higher priority transmissions are able to takeover resources from lower priority transmissions.



### **Create Communications Interoperability**

MCC 7100 Console users patch communications between trunked and/or conventional radios that are normally unable to communicate with each other. Patched radio users see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the user to intervene in the call. Patches are automatically re-established if interrupted so that users stay focused on continuing operations.

### **Protect Sensitive Communications**

Encryption and decryption services within each position enable users to fully participate in secure communications while keeping sensitive, vital information completely encrypted between the MCC 7100 Console dispatcher and radio users.

Users can connect with agencies that have different encryption configurations without any manual intervention or delay. Up to twenty calls using up to three different algorithms and multiple secure keys can be supported simultaneously.

To help reduce stress and potential errors when managing encrypted audio situations, indicators and alerts are provided when the console mode does not match that of a received call, as well as when a patch or multi-select group is being set up between a mix of clear and secure channels. Both Software and Hardware Encryption is available for AES, DES-OFB and ADP encryption algorithms.

The added security of tamper resistant FIPs 140-2 approved key storage is exclusively supported for laptop users with Hardware Key Management. The Hardware Key Management system is fully compliant with KVL keyloading and Over the Ethernet Keying (OTEK).

## **SOLUTION COMPONENTS**

### **MCC 7100 Console Positions**

The MCC 7100 Console connects directly to the radio system's IP transport network without gateways or interface boxes. Vocoding and encryption are performed within each software-based operator position. MCC 7100 Consoles function as integrated components of the total radio system without additional centralized electronics.

The MCC 7100 Console position can be comprised of a laptop computer with just a headset, or operate with a traditional desktop computer and monitor with a keyboard, mouse / trackball / touchscreen, up to 8 assignable speakers, and audio accessories.

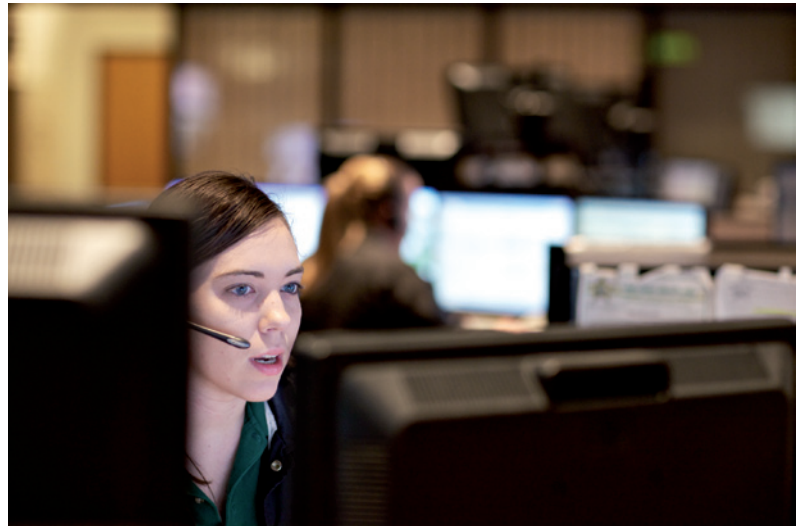
### **Audio Accessories**

Commercially available USB connected accessories that have been tested for optimal audio quality are supported.

### **Compatibility**

The MCC 7100 IP Dispatch Console software requires Microsoft Windows® 7 operating system. For users who need to conduct dispatch activity and business on a single computer, Microsoft Office is also approved for installation.

MCC 7100 Console is also compatible with Motorola FSA 4000 Fire Station Alerting and ASTRO 25 Advanced Messaging Solution.



### **Channel Capacity Licenses**

Channel capacity licenses are available for 5, 10, 15 or 20 encrypted or unencrypted voice streams (channels). The MCC 7100 Console supports up to 60 monitored resources. The console can be configured to shed active channels and substitute monitored channels depending on customer criteria.

Capacity licenses are issued for the life of the product and continue in force when the system is upgraded.

### **Remote Operation**

Full dispatch capability is provided when operating outside of the ASTRO 25 Network. The MCC 7100 Console supports firewall controlled access for up to 10 channels into the secure ASTRO 25 network from the Customer Enterprise Network (CEN). For remote access with additional security, virtual private network (VPN) access is also supported through the CEN.



**PRODUCT SPEC SHEET**  
MCC 7100 IP DISPATCH CONSOLE

**SPECIFICATIONS**

|                                                                        |                                                                       |                                                           |
|------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------|
| System Compatibility                                                   | ASTRO® 25 7.11 and 7.13                                               |                                                           |
| Vocoder Algorithms Supported                                           | AMBE, (IMBE is compatible with AMBE), G.728 (for Analog Conventional) |                                                           |
| Encryption Algorithms Supported                                        | AES (256bit), DES-OFB, ADP (Advanced Digital Privacy)                 |                                                           |
| MCC 7100 IP Dispatch Console Capacities                                | Console Resides on the ASTRO 25 network                               | Console Resides outside the ASTRO 25 network              |
| Simultaneous Audio Sessions per Console                                | 5, 10,15 or 20 license options                                        | 5 or 10 license options                                   |
| Bandwidth Requirement per Channel                                      | 35 kbps                                                               | 35 kbps                                                   |
| Simultaneous Encryption/Decryption Sessions per Secure Capable Console | 5, 10,15 or 20                                                        | 5 or 10                                                   |
| Multi-Select Groups per Dispatch Console                               | Up to 3<br>(with up to 20 Members per Multi-Select group)             | Up to 3<br>(with up to 10 Members per Multi-Select group) |
| Patch Groups per Dispatch Console                                      | Up to 4 (with 8 members per patch group)                              | Up to 2 (with 4 members per patch group)                  |
| Monitored Resources per Dispatch Console                               | Up to 60                                                              | Up to 30                                                  |

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. [motorola.com/dispatch](http://motorola.com/dispatch)

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## Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and Dawson County, GA ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

|           |                                                                                 |
|-----------|---------------------------------------------------------------------------------|
| Exhibit A | Motorola "Software License Agreement"                                           |
| Exhibit B | "Payment Schedule"                                                              |
| Exhibit C | Motorola's Proposal dated November 26, 2012, as amended                         |
| Exhibit D | Service Statement(s) of Work and "Service Terms and Conditions" (if applicable) |
| Exhibit E | "System Acceptance Certificate"                                                 |

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan, located in Section 5 of Exhibit C of this Agreement.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means all information consistent with the fulfillment of this Agreement not otherwise subject to disclosure under applicable law. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.

- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** This Agreement shall terminate absolutely and without further obligation on the part of Dawson County at the close of 2013, and at the close of each succeeding calendar year for which this Agreement may be renewed; provided, however, this Agreement shall be automatically renewed unless positive action is taken by Dawson County to terminate this contract by providing thirty (30) days notice to Motorola of the intent not to renew the terms hereof. The total obligation of Dawson County for calendar year 2013 shall be the payment due in accord with the terms hereof in 2013. The total obligation that will be incurred in each calendar year renewal term if the terms hereof are renewed shall be payment in accord with the terms of this Agreement. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Dawson County under this Agreement. The County will provide Motorola will prompt notice in the event funds are not available for subsequent years.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this

Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

#### **Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$654,435.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **TITLE, AND RISK OF LOSS.** Title to the Equipment will pass to Customer upon delivery to Customer designated facilities. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: Dawson County Government Center, Attn: Bob Ivey, Project Manager, Dawson County Government Center, 25Justice Way, Suite 2240, Dawsonville, GA 30534. The address which is the ultimate destination where the Equipment will be delivered to Customer is: Gainesville. The Equipment will be shipped to the Customer at the following address (insert if this information is known): Dawson Co PS Radio System, c/o Mobile Communications, 526 Oak Street, Gainesville, Georgia 30501, phone no. 770-536-2066. Customer may change this information by giving written notice to Motorola.

#### **Section 6 SITES AND SITE CONDITIONS**

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 7 TRAINING**

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 8 SYSTEM ACCEPTANCE**

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 9 REPRESENTATIONS AND WARRANTIES**

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product; or as a last resort, refund the price of the defective Equipment or Motorola Software with the Customer's approval. That action will be the full extent of Motorola's liability for the warranty claim. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the

Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11      DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that the Chief Judge of the Northeastern Judicial Circuit of the State of Georgia appoint a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to the Superior Court of Dawson County, Georgia. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 12      DEFAULT AND TERMINATION**

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates



this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

### **Section 13 INDEMNIFICATION**

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

#### **13.3. PATENT AND COPYRIGHT INFRINGEMENT.**

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the

Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

#### **Section 14      LIMITATION OF LIABILITY**

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

#### **Section 15      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

15.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

15.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

15.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

15.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of

discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 16 GENERAL**

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre, Law Dept.  
1303 E. Algonquin Road, IL01, 8<sup>th</sup> Floor  
Schaumburg, IL 60196

Dawson County Government Center  
Attn: Bob Ivey, Project Manager  
Dawson County Government Center,  
25 Justice Way, Suite 2240  
Dawsonville, GA 30534

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: Marshall Wright  
Name: MARSHALL WRIGHT  
Title: MSSEI VP & DIRECTOR SALES  
Date: 4-11-13

By: Mike Berg  
Name: Mike Berg  
Title: Chairman  
Date: 05/02/13

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Dawson County, GA ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. During the Warranty Period in the Primary Agreement, and if Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.



## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10     CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11     LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12     NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## **Exhibit B**

### **Payment Schedule**

The total Contract Price in U. S. Dollars is \_\_\_\_\_, Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 20% of Contract Price upon Customer Design Review
- 2) 25% of Contract Price upon Shipment of Fixed Network Equipment (FNE)
- 3) 10% of Contract Price upon Acceptance of FNE Installation
- 4) 20% of Contract Price upon Subscriber Shipment
- 5) 15% of Contract Price upon Acceptance Test Plan (ATP) Completion
- 6) 10% of Contract Price upon System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

**Exhibit C**

**MOTOROLA PROPOSAL DOCUMENTS**

## **Exhibit D Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

#### **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to

provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including

any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, and with the Customer's written approval, Motorola may adjust the price of the Services to reflect its current rates.



17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

**Exhibit E**  
**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

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**Backup material for agenda item:**

4. Presentation of Historic Courthouse Restoration Projects: Bid #259-15 RFP Window Replacement and Bid #260-15 RFP Painting & Caulking

To view solicitation documents click the links below

[Window Replacement](#)

[Painting & Caulking](#)



# 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 Administration

Presenter: David McKee, Public Works Director/SPLOST

Submitted By: Purchasing Director Davida Simpson

Date Submitted: December 1, 2015

Item of Business/Agenda Title: Presentation of Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement & Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking

**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: January 5, 2016 is the 60\* deadline for BOC to take action (Public Works laws\*)

Purpose of Request: Execute a contract with the most qualified vendors to provide services listed in RFP for historic courthouse project, specifically the window replacement and painting and caulking

Department Recommendation: Approve contracts as submitted

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

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

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

Yes      Explanation/ Additional Information:

No

Amount Requested: \$125,187.70

Amount Budgeted: \$130,000

Fund Name and Account Number: 315-00-1565-541200-000

Administration Staff Authorization

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

Finance Dept. Authorization: Dena Bosten Date: 12/1/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12/10/2015

Comments: Bid documents can be found at [www.dawsoncounty.org](http://www.dawsoncounty.org) >Bids & RFPs>Bid under evaluation. Exhibit B is vendor's price proposal. Contracts and bid bond included.



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

**SUBJECT:** Presentation of Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement and Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking

**DATE:** December 2, 2015

**BUDGET INFORMATION:**

**ANNUAL-** \_\_\_\_\_  
**CAPITAL-** \_\_\_\_\_

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

**COMMISSION ACTION REQUESTED ON:** December 17, 2015

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**PURPOSE:** To execute a contract with the most responsible, responsive bidders to complete the necessary upgrades to the Dawson County Historic Courthouse, specifically window replacement and painting and caulking.

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**HISTORY:** The exterior of the Historic Courthouse is deteriorating and is beyond repair. The windows must be replaced due to an energy deficiency which has become a problem in the winter and summer months, therefore needing replacement. Additionally, the building has moisture problems and needs to be sealed with an elastomeric sealant similar (same product as Fire Station #2).

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**FACTS AND ISSUES:** Architectural Visions, Inc. (AVI) is the most responsive, responsible bidder for the window replacement and Metro Waterproofing is the most responsive, responsible bidder for the painting and caulking project. Both vendors have experience with scope of work and their methodology will meet the needs of the County.

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**OPTIONS:** Approve as submitted (recommended).

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**RECOMMENDED SAMPLE MOTION:** Motion to approve Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement to the most responsible, responsive bidder, Architectural Visions, Inc. (AVI) out of Alpharetta, GA, and to approve Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking to the most responsive, responsible bidder, Metro Waterproofing out of Scottdale, GA, approve both contracts as submitted.

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**DEPARTMENT:**

Prepared by: David Simpson

Director David McKee

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# Historic Courthouse Restoration: Window Replacement and Painting & Caulking Bids #259-15 RFP & #260-15 RFP

WORK SESSION DECEMBER 10, 2015



# Project Background

- ▶ Historic Courthouse built in 1870 & is the oldest working courthouse in Georgia
- ▶ The exterior of the building is deteriorating and was determined restoration efforts were needed
  - ▶ Two separate bids released
    - ▶ Window Replacement
    - ▶ Painting & Caulking
- ▶ SPLOST V Project
- ▶ Public Works laws are in effect
  - ▶ Bonds are required on this project
- ▶ Bid was released on October 7, 2015
  - ▶ Mandatory pre-proposal meeting held October 22, 2015
  - ▶ 16 vendors attended



# Background & Scope of Work: Window Replacement

- ▶ Windows are beyond repair
  - ▶ Energy deficiency has become problematic in summer and winter months
- ▶ Contractor to provide all labor, materials and equipment
- ▶ 36 windows to be replaced
  - ▶ Wood clad or equivalent (wood inside/metal outside)
  - ▶ Fenestrations to be an energy efficient solution
  - ▶ Sashes and milling was included in scope
  - ▶ Building to remain secure during project
  - ▶ All materials, craftsmanship and installation to meet or exceed International Building Code (IBC)

# Background & Scope of Work: Painting & Caulking

- ▶ Moisture issues
  - ▶ Building to be painted with elastomeric sealant to waterproof building (Same product used on Fire Station #2)
- ▶ Bricks were hand painted and peeling
  - ▶ Brick pattern to be painted with mortar lines
  - ▶ Building to remain secure during project
  - ▶ Contractor to provide all labor, materials and equipment
  - ▶ All materials, craftsmanship and installation to meet or exceed International Building Code (IBC)

# Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous bidders
- ▶ 4 window & 8 painting bids receive

# Evaluation Committee

- ▶ David McKee, Public Works Director/SPLOST
- ▶ James Tolbert, Facilities Director
- ▶ Davida Simpson, Purchasing Director (facilitator)

# Scoring Criteria: Window Replacement

| Criteria                                          | Scoring Weight |
|---------------------------------------------------|----------------|
| Company background and staff                      | 15             |
| Approach to scope of work/methodology             | 20             |
| Similar work experience (with historic buildings) | 20             |
| Start date                                        | 15             |
| Warranty                                          | 15             |
| Price proposal                                    | 20             |
| <b>TOTAL</b>                                      | <b>100</b>     |

# Scoring: Window Replacement

| Company                         | Average Score | Price        | Warranty                                              |
|---------------------------------|---------------|--------------|-------------------------------------------------------|
| Architectural Visions Inc.      | 86            | \$69,073.70  | 10 - 20 years on materials<br>1 year craftsmanship    |
| KC Paint Company                | 68            | \$95,9000.00 | 20 years on materials<br>10 years on craftsmanship    |
| Midwest Maintenance Inc.        | 76.5          | \$106,800.00 | 5 - 20 years on materials<br>2 years on craftsmanship |
| Peachtree Construction Services | 72.5          | \$103,780.00 | 1 year on materials<br>1 year craftsmanship           |

# Scoring Criteria: Painting & Caulking

| Criteria                                            | Scoring Weight |
|-----------------------------------------------------|----------------|
| Company background and staff                        | 15             |
| Approach to scope of work/methodology               | 20             |
| Similar work experience (with elastomeric sealants) | 20             |
| Start date                                          | 15             |
| Warranty                                            | 15             |
| Price proposal                                      | 20             |
| <b>TOTAL</b>                                        | <b>100</b>     |

# Scoring: Painting & Caulking

| Company                         | Average Score | Price        | Warranty                                  |
|---------------------------------|---------------|--------------|-------------------------------------------|
| KC Paint Company                | 64.5          | \$16,665.00  | 10 year limited materials & 10 year labor |
| ICS, Inc                        | 70.5          | \$36,150.00  | 1 year materials & labor                  |
| A&D Painting                    | 67            | \$39,890.00  | 10 year material & 1 year labor           |
| Metro Waterproofing Inc         | 83.5          | \$56,114.00  | 10 & 20 year materials & 5 years labor    |
| Peachtree Construction Services | 63.5          | \$58,280.00  | 1 year materials & labor                  |
| Waterproofing Contractors       | 78.5          | \$58,960.00  | 10 & 20 year materials & 2 years labor    |
| Southeast Restoration           | 61            | \$95,000.00  | 10 years materials & 2 years labor        |
| Midwest Maintenance Inc         | 66            | \$116,000.00 | 10 year materials & 2 year labor          |



## Recommendation

Staff respectfully requests the Board to award **Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement** to the most responsive, responsible bidder, **Architectural Visions, Inc.** out of Alpharetta, GA in the amount of **\$69,073.70**; and

to award **Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking** to the most responsive, responsible bidder, **Metro Waterproofing** out of Scottdale, GA in the amount of **\$56,114.00** and approve both contracts as submitted.



**BID #259-15 RFP HISTORIC COURTHOUSE RESTORATION:  
WINDOW REPLACEMENT  
VENDOR'S PRICE PROPOSAL FORM**

Company Name: Architectural Visions, Inc.

|                                                                                                                            |                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Lump Sum Total Price: Supply all labor, supervision, repairs, materials, and equipment for the repairs listed in this RFP: | \$ <u>69,073.70</u>                                                                            |
| Warranty on materials:                                                                                                     | <sup>Ten</sup> <u>(10) years on unit (20 year seal on glass failure)</u>                       |
| Warranty on labor and craftsmanship:                                                                                       | <u>one (1) year</u>                                                                            |
| Lead Time:                                                                                                                 | <u>7 weeks</u>                                                                                 |
| Project timeline (Days to complete):                                                                                       | <u>10 days</u>                                                                                 |
| Draw Schedule:                                                                                                             | <u>50% Down - Balance on Material on delivery</u><br><u>Balance - Installation of windows.</u> |

  
Authorized Signature  
Peter Morrison  
Print Name

President  
Title  
10.30.15  
Date

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

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Architectural Visions, Inc.

1873 McFarland Pkwy, Alpharetta, GA 30005

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

1200 MacArthur Blvd, Mahwah, NJ 07430

a corporation duly organized under the laws of the State of New Hampshire

as Surety, hereinafter called the Surety, are held and firmly bound unto Dawson County, GA

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% of amount bid ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Window Replacement, Project# 259-15

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of November, 2015

Walt Stokes  
(Witness)

Architectural Visions, Inc.

By: [Signature] (Principal) (Seal)  
(Title)

R. Guarnie  
(Witness)

The Ohio Casualty Insurance Company

(Surety) (Seal)  
By: Thomas M. Niland  
Attorney-in-Fact Thomas M. Niland (Title)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7104294

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gaye E. Conklin; John E. Hardy; Leonard Scioscia; Thomas G. McMahon; Thomas M. Niland

all of the city of East Hampton, state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 3rd day of September, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5<sup>th</sup> day of November, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE OHIO CASUALTY INSURANCE COMPANY  
 FINANCIAL STATEMENT — DECEMBER 31, 2013

| Assets                                        |                        | Liabilities                                 |                        |
|-----------------------------------------------|------------------------|---------------------------------------------|------------------------|
| Cash and Bank Deposits.....                   | \$46,964,847           | Unearned Premiums.....                      | \$950,468,970          |
| *Bonds — U.S Government.....                  | 540,744,808            | Reserve for Claims and Claims Expense.....  | 2,768,804,762          |
| *Other Bonds.....                             | 3,007,256,906          | Funds Held Under Reinsurance Treaties.....  | 0                      |
| *Stocks.....                                  | 483,417,169            | Reserve for Dividends to Policyholders..... | 196,198                |
| Real Estate.....                              | 26,823,784             | Additional Statutory Reserve.....           | 0                      |
| Agents' Balances or Uncollected Premiums..... | 763,252,695            | Reserve for Commissions, Taxes and          |                        |
| Accrued Interest and Rents.....               | 33,017,928             | Other Liabilities.....                      | <u>536,009,637</u>     |
| Other Admitted Assets.....                    | <u>738,119,911</u>     | Total.....                                  | \$4,255,479,567        |
|                                               |                        | Special Surplus Funds.....                  | \$ 8,909,896           |
|                                               |                        | Capital Stock.....                          | 4,500,000              |
|                                               |                        | Paid in Surplus.....                        | 738,183,897            |
|                                               |                        | Unassigned Surplus.....                     | 632,524,688            |
|                                               |                        | Surplus to Policyholders.....               | <u>1,384,118,481</u>   |
| Total Admitted Assets.....                    | <u>\$5,639,598,048</u> | Total Liabilities and Surplus.....          | <u>\$5,639,598,048</u> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2013, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2013.

*T Mikolajewski*

Assistant Secretary

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

## **BID #259-15 RFP HISTORIC COURTHOUSE RESTORATION: WINDOW REPLACEMENT**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Architectural Visions, Inc. a Georgia Corporation, (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

### **ARTICLE 1**

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

##### **1.1 The Contract**

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

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

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

##### **1.3 Entire Agreement**

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

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

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

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

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

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

## **1.6 Ownership of Contract Documents**

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

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #259-15 RFP Historic Courthouse Restoration: Window Replacement.

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

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the historic courthouse restoration project. The purpose of this project is to replace all existing fenestrations that meet or exceed the International Building Code.

## **ARTICLE III**

### **CONTRACT TIME**

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

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

3.1.2 The Contractor shall pay the Owner the sum of zero dollars (\$00.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has



withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

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

### **3.3 Time is of the Essence**

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

## **ARTICLE IV**

### **CONTRACT PRICE**

#### **4.1 The Contract Price**

**4.1.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$69,073.70, (Sixty-nine thousand, seventy-three dollars and seventy cents) for furnishing materials, labor, and equipment necessary for the completion of Project #259-15. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

## **ARTICLE V**

### **PAYMENT OF THE CONTRACT PRICE**

#### **5.1 Payment Procedure**

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

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

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

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

## **5.2 Withheld Payment**

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

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

## **5.3 Completion and Final Payment**

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

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

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

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

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

- (a) There are no exceptions.

## **ARTICLE VI**

### **THE OWNER**

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

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

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

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

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

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

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

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

## ARTICLE VII

### THE CONTRACTOR

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

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

#### **7.3 Warranty**

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

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

#### **7.5 Supervision**

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

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

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

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

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

#### **7.8 Indemnity**

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

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

## **ARTICLE VIII**

### **CONTRACT ADMINISTRATION**

#### **8.1 Administration**

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

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

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

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

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

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

#### **8.2 Claims by the Contractor**

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

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

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

the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

#### **8.2.4 *Claims for Additional Costs***

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

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

#### **8.2.5 *Claims for Additional Time***

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

#### **8.2.6 *Claims for Weather Delays***

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

### **ARTICLE IX**

#### **CHANGES IN THE WORK**

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

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

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

## **9.2 Change Order Defined**

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

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

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

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

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

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

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

# **ARTICLE X**

## **CONTRACT TERMINATION**

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

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

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

## **10.2 Termination by the Owner**

### **10.2.1 *For Convenience***

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

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

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

#### 10.2.1.4

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



- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

### **10.2.2 For Cause**

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

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

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

## **ARTICLE XI**

### **INSURANCE**

#### **11.1 Contractor's Insurance Requirements**

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

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

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

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

**ARTICLE XII**

**MISCELLANEOUS**

**12.1 Governing Law**

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

**12.2 Successors and Assigns**

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

**12.3 Surety Bonds**

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

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

**OWNER:  
DAWSON COUNTY, GEORGIA**

**CONTRACTOR:**

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

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

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

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

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

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

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

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

**Attest:**

**Attest:**

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

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

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

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

**Title: County Clerk**

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



**BID #260-15 RFP HISTORIC COURTHOUSE RESTORATION:  
PAINTING & CAULKING  
VENDOR'S PRICE PROPOSAL FORM**

---

Company Name: Metro Waterproofing, Inc.

|                                                                                                                            |                                         |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Lump Sum Total Price: Supply all labor, supervision, repairs, materials, and equipment for the repairs listed in this RFP: | \$ 56,114.00                            |
| Warranty on materials:                                                                                                     | Sealants - 20 Years, Coating - 10 Years |
| Warranty on labor and craftsmanship:                                                                                       | 5 Years                                 |
| Lead Time:                                                                                                                 | 5 Days                                  |
| Project timeline (Days to complete):                                                                                       | 60 Days                                 |
| Draw Schedule:                                                                                                             | Day 30, Day 60                          |

  
Authorized Signature

Myron E. Bullock, Jr.  
Print Name

Vice President  
Title

November 06, 2015  
Date

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

---

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Metro Waterproofing, Inc.  
2935 Alcove Drive  
Scottsdale, GA 30079

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
333 S. Wabash Ave.  
Chicago, IL 60604

### Mailing Address for Notices

PO Box 71429  
Newnan, GA 30271

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Dawson County Board of Commissioners  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Dawson County Historic Courthouse Restoration: Painting & Caulking (Dawsonville, GA)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November, 2015.

James M. Bullock  
(Witness)

Metro Waterproofing, Inc.

(Principal)

(Seal)

By: Myron E. Bullock

(Title)

MYRON E. BULLOCK VICE PRESIDENT

Western Surety Company

(Surety)

(Seal)

By: J. Erik McMichael

(Title)

J. Erik McMichael, Attorney-in-Fact

Michelle Deligne  
(Witness) Michelle Deligne



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Suzanne Yeatman, Jennifer Freeman, J Erik McMichael, Casie M Hall, Individually**

of Newnan, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of May, 2015.



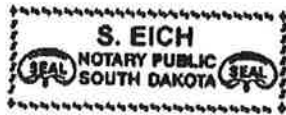
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of May, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



S. Eich  
S. Eich, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

## ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

## **BID #260-15 RFP HISTORIC COURTHOUSE RESTORATION: PAINTING & CAULKING**

This Agreement is made by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and Metro Waterproofing a Georgia Corporation (hereinafter referred to as the "Contractor") under seal for all work called for in the Dawson County **Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking** for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Contractor.

### **ARTICLE 1**

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

##### **1.1 The Contract**

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

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

1.2.1 The Contract Documents consist of this Document, the Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking and all addenda, the Contractor's Bid Schedule, all Change Orders and Field Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

##### **1.3 Entire Agreement**

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

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

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

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

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

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

## **1.6 Ownership of Contract Documents**

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

## **ARTICLE II**

### **THE WORK**

**2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with plans, specifications and drawings of the Project and in accordance with the bid and specifications as outlined in Request for Proposal Bid #260-15 RFP Historic Courthouse Restoration: Painting & Caulking.

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

Contractor shall provide all required labor, materials, tools, and equipment, supervision, insurance, bonds, etc. to perform the scope of work listed in the RFP and any addenda issued for the historic courthouse restoration project. The purpose of this project is to assure the building's exterior walls are watertight and maintain the current look of the façade at the end of the project.

## **ARTICLE III**

### **CONTRACT TIME**

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

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

3.1.2 The Contractor shall pay the Owner the sum of zero dollars (\$00.00) per day for each and every calendar day of delay not excused by Section 8.2.5.1 in achieving completion beyond the time set forth herein for completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part there, for which the Owner has



withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **3.2 Substantial Completion**

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

### **3.3 Time is of the Essence**

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

## **ARTICLE IV CONTRACT PRICE**

### **4.1 The Contract Price**

**4.1.1** The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the work required in the Bid Documents, the fixed sum of \$58,960.00. (Fifty-eight thousand, nine hundred and sixty dollar and zero cents) for furnishing materials, labor, and equipment necessary for the completion of Project #260-15. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract. Actual quantities used for the subject work will be verified and paid using unit pricing as detailed in Request for Proposal Document, unless stipulated as "lump sum".

## **ARTICLE V PAYMENT OF THE CONTRACT PRICE**

### **5.1 Payment Procedure**

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

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

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

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

## **5.2 Withheld Payment**

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

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

## **5.3 Completion and Final Payment**

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

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

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

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

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

- (a) There are no exceptions.

## **ARTICLE VI**

### **THE OWNER**

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

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

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

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

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

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

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

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

## ARTICLE VII

### THE CONTRACTOR

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

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

#### **7.3 Warranty**

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

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

#### **7.5 Supervision**

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

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

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

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

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

#### **7.8 Indemnity**

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

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

## ARTICLE VIII

### CONTRACT ADMINISTRATION

#### 8.1 Administration

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

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

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

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

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

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

#### 8.2 Claims by the Contractor

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

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

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

the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

#### **8.2.4 *Claims for Additional Costs***

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

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

#### **8.2.5 *Claims for Additional Time***

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

#### **8.2.6 *Claims for Weather Delays***

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

### **ARTICLE IX**

#### **CHANGES IN THE WORK**

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

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

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

## **9.2 Change Order Defined**

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

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

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

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

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

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

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

# **ARTICLE X**

## **CONTRACT TERMINATION**

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

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

10.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, then the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 10.2.1.

## **10.2 Termination by the Owner**

### **10.2.1 For Convenience**

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

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

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

#### 10.2.1.4

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



- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 10.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Contractor under this Subparagraph 10.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

## **10.2.2 For Cause**

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

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

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

## **ARTICLE XI**

### **INSURANCE**

#### **11.1 Contractor's Insurance Requirements**

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

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

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

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

**ARTICLE XII**

**MISCELLANEOUS**

**12.1 Governing Law**

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

**12.2 Successors and Assigns**

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

**12.3 Surety Bonds**

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

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

**OWNER:  
DAWSON COUNTY, GEORGIA**

**CONTRACTOR:**

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

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

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

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

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

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

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

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

**Attest:**

**Attest:**

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

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

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

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

**Title: County Clerk**

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

**Backup material for agenda item:**

5. Presentation of 2016 GDOT Local Maintenance Improvement Grant (LMIG) Application



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department Public Works

Presenter: David McKee

Submitted By: David McKee

Date Submitted: 11-30-2015

Item of Business/Agenda Title: 2016 LMIG Application

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

### THE ITEM IS FOR:

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

OR  **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: Application must be submitted to GDOT prior to January 1 2016

Purpose of Request: Approval to submit the LMIG Application to GDOT for approval

Department Recommendation: Approve the application 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

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

Yes Explanation/ Additional Information: 282027.44 from GDOT with a 30% local match

No

Amount Requested: \$122,000 Amount Budgeted: \$122,000

Fund Name and Account Number: 250-00-4226-xxxxxx-016

Administration Staff Authorization

Dept. Head Authorization: David McKee

Date: 11-30-2015

Finance Dept. Authorization: Dena Bosten

Date: 12/4/2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

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

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

## 2016 LMG PROJECT REPORT

COUNTY / CITY Dawson County, GA

| ROAD NAME                                                               | BEGINNING                                                                          | ENDING                                                                              | LENGTH (MILES)                              | DESCRIPTION OF WORK                                                                                                                                                                 | PROJECT COST         | PROJECT LET DATE |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|
| Nix Bridge Point Road<br>Blowing Rock<br>Chalet Circle<br>Dogwood Court | Nix Bridge Road<br>Nix Bridge Point Road<br>Nix Bridge Point Road<br>Chalet Circle | Blowing Rock and Chalet Circle<br>Cul-de-sac<br>Nix Bridge Point Road<br>Cul-de-sac | 0.23<br>0.05<br>0.25<br>0.07<br><b>0.60</b> | Work will consist of resurfacing roads with a 1-1/2" (9.5 mm) overlay of asphalt.                                                                                                   | <b>\$ 40,722.00</b>  |                  |
| Chestatee Circle                                                        | Nix Bridge Road                                                                    | Chestatee Circle (Road loops)                                                       | <b>0.93</b>                                 | Work will consist of resurfacing roads with a 1-1/2" (9.5 mm) overlay of asphalt.                                                                                                   | <b>\$ 53,279.50</b>  |                  |
| Regan Road                                                              | Juno Road                                                                          | Regan Road (Road loops)                                                             | <b>0.93</b>                                 | Work will consist of resurfacing roads with a 1-1/2" (12.5 mm) overlay of asphalt.                                                                                                  | <b>\$ 59,079.50</b>  |                  |
| Athens Boat Club Road                                                   | War Hill Park Road                                                                 | Intersection of Brice Road & Charles Drive                                          | <b>0.49</b>                                 | Work will consist of milling .30 miles having 3" depth and deep patching where required, replace ment of aggregate binder (19mm) to 3" depth, and applying 1/1/2" (9.5 mm) overlay. | <b>\$ 109,483.20</b> |                  |
| East View Drive                                                         | Nix Bridge Road                                                                    | Dead end                                                                            | <b>0.37</b>                                 | Work will consist of milling 2" depth and deep patching where required, replacement of aggregate binder (19mm) to 2" depth, and applying 1-1/2" (9.5mm) overlay.                    | <b>\$ 37,437.90</b>  |                  |

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2016  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: \_\_\_\_\_

Name of local government: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

Contact Person's Fax Number: \_\_\_\_\_

Contact Person's Email: \_\_\_\_\_

Is the Priority List attached?

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Title), on behalf of \_\_\_\_\_ (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 2016**

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (current edition), Supplemental Specifications (current edition), and Special Provisions.

Local Government:

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_(Signature)

Sworn to and subscribed before me,

\_\_\_\_\_(Print)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor / Commission Chairperson

In the presence of:

\_\_\_\_\_(Date)

NOTARY PUBLIC

SEAL:

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

**FOR GDOT USE ONLY**

The local government's Application is hereby granted and the amount allocated to the local government is \_\_\_\_\_ . Such allocation must be spent on any or all of those projects listed in the Project List.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Terry L Gable  
Local Grants Administrator

**Backup material for agenda item:**

6. Consideration of Purchasing Card Resolution





# 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: Finance on behalf of County Attorney

Presenter: County Attorney Joey Homans

Submitted By: Dena Bosten on behalf of Joey Homans

Date Submitted: 11/25/2015

Item of Business/Agenda Title: Presentation of Purchasing Card Resolution, Ordinance, and Agreement

**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: Must be approved by January 1, 2016

Purpose of Request: Board approval of Purchasing Card Resolution, Ordinance and Agreement to comply with state law

Department Recommendation: Approve 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

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

Yes Explanation/ Additional Information: N/A

No

Amount Requested: N/A Amount Budgeted: N/A

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

### Administration Staff Authorization

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

Finance Dept. Authorization: Dena Bosten Date: 11-25-2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12-10-2015

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

Attachments: Resolution, Ordinance, and Agreement



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

**SUBJECT:** Presentation of Purchasing Card Resolution, Ordinance, and Agreement

**DATE:** 11/25/2015

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 12/17/2015

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**PURPOSE:** Board approval of Purchasing Card Resolution, Ordinance, and Agreement as required by HB192. This new law relates to County issued purchasing and/or credit cards for County Elected Officials.

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**HISTORY:** During the 2015 legislative session, the General Assembly adopted HB 192, which changes how county elected officials may use County issued purchasing cards and/or credit cards.

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**FACTS AND ISSUES:** Effective January 1, 2016, no county elected official may use a county purchasing or credit card unless:

- (1) The board of commissioners has publicly voted to authorize the elected official to use a county purchasing or credit card;
  - (2) The county has adopted a policy regarding the use of the county purchasing or credit card; and
  - (3) The county and the elected official enter into a contract regarding the use of the county purchasing or credit card.
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**OPTIONS:** Approve items as submitted.

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**RECOMMENDED SAMPLE MOTION:**

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**DEPARTMENT:**

Prepared by: \_\_\_\_\_

Director \_\_\_\_\_

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**DAWSON COUNTY, GEORGIA  
PURCHASING CARD RESOLUTION**

**RESOLUTION ESTABLISHING A POLICY STATEMENT FOR COUNTY  
ISSUED PURCHASING AND/OR CREDIT CARDS**

**WHEREAS**, Georgia law prohibits counties from issuing purchasing cards and credit cards to elected officials unless the governing authority of the county has authorized such issuance and promulgated policies regarding use of purchasing and/or credit cards as provided by law; and

**WHEREAS**, such purchasing cards and credit cards shall only be issued to elected officials designated by the governing authority; and

**WHEREAS**, in order to comply with O.C.G.A. § 36-80-24, the Board of Commissioners desires to authorize certain elected officials to be issued a County purchasing and/or credit card, to adopt the attached resolution containing the County’s policy on purchasing cards and credit cards and to adopt the attached user agreement.

**NOW, THEREFORE**, the Board of Commissioners adopts the attached Purchasing Card and Credit Card Resolution for Dawson County Elected Officials.

**FURTHER**, the Board of Commissioners, by public vote, designates the following Dawson County Elected Officials and designees authorized by County Elected Officials to receive a County issued purchasing and/or credit card and approves the attached user agreement for the following Elected Officials and designees authorized by County Elected Officials:

- Chairman
- Commissioners
- Magistrate Judge
- Probate Judge
- Sheriff
- Superior Court Clerk
- Tax Commissioner

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

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

Attest: \_\_\_\_\_  
Danielle Yarbrough, County Clerk  
Dawson County Board of Commissioners

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

**A RESOLUTION OF THE DAWSON COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING ELECTED OFFICIALS TO UTILIZE PURCHASING AND/OR  
CREDIT CARDS; TO PROVIDE A POLICY FOR THE PURCHASING CARD  
PROGRAM; AND TO PROVIDE A USER AGREEMENT BETWEEN DAWSON  
COUNTY AND DAWSON COUNTY ELECTED OFFICIALS**

**WHEREAS**, effective January 1, 2016, O.C.G.A. § 36-80-24 prohibits county elected officials from using government purchasing cards and government credit cards unless the County governing authority authorizes the issuance of such cards by public vote and promulgates specific policies regarding the use of such cards; and

**WHEREAS**, the Board of Commissioners promulgates this resolution as the official policy of Dawson County.

**NOW, THEREFORE**, the Board of Commissioners adopts this Resolution to be effective January 1, 2016.

**I. Intent and Scope**

This ordinance is intended to comply with the policy requirements of O.C.G.A. § 36-80-24 regarding the use of County issued government purchasing cards and credit cards.

**II. Definitions**

A. “Authorized elected official” means an elected official designated by public vote of the Board of Commissioners to receive a County issued government purchasing card or credit card.

B. “Card Administrator” means the purchasing card and credit card administrator designated by the Board of Commissioners.

C. “County” means Dawson County and/or the Board of Commissioners

D. “County purchase card,” “county p-card” or “county credit card” means a financial transaction card issued by any business organization, financial institution, or any duly authorized agent of such organization or institution, used by a County official to purchase goods, services and other things of value on behalf of the County.

E. “Financial transaction card” means an instrument or device as the term is defined in O.C.G.A. § 16-9-30(5).

F. “User agreement” means the required agreement between the Board of Commissioners and the authorized elected officials that restricts the use of a County purchasing card or credit card.

### **III. Designated Elected Officials**

The Board of Commissioners (“County”), in its discretion, may authorize specific County elected officials to use a county purchasing card or credit card by adoption of a resolution in a public meeting.

No authorized elected official may use a County purchasing card or credit card until and unless he or she has executed the County’s purchasing card and credit card user agreement.

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution for amounts charged by an elected official to any purchasing cards or credit cards that are not issued pursuant to this resolution or for any purchases that are not authorized by this resolution.

### **IV. Card Administrator**

The Board of Commissioners shall designate a County purchasing card and credit card administrator. The responsibilities of the Card Administrator include as follows:

- a. Manage County issued purchasing cards and credit cards.
- b. Serve as the main point of contact for all County purchasing card and credit card issues.
- c. Serve as liaison to the elected officials authorized to use a purchasing card or credit card and their staff, as well as to the issuer of the purchasing card or credit card.
- d. Provide training on card policies and procedures to the elected officials authorized to use a purchasing card or credit card and their staff.
- e. Develop internal procedures to ensure timely payment of cards.
- f. Assist authorized elected officials to dispute transactions when necessary.
- g. Establish internal procedures to ensure compliance with this resolution, County procurement ordinances and policies, County purchasing card and credit card user agreements, applicable agreements with the business organization, financial institution, or any duly authorized agent of such organization or institution, issuing card, and state law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.
- h. Document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards.
- i. Audit and reconcile transactions monthly.
- j. Maintain records for at least five years or as otherwise provided by the County’s record retention policy.

### **V. Use of Cards**

- A. **Authorized Purchases.** County purchase cards and credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this resolution, the County purchasing card and credit card user agreement, County procurement policies and ordinances, and the adopted budget.

Only authorized elected officials may use a County purchase card or credit card for purchases or payments. The cards, and use of the cards, are not transferrable to

employees. The authorized elected official shall use care to ensure that others do not have access to the card account number, expiration date and security code.

Unless otherwise approved by the governing authority or established in the County purchasing card and credit card user agreement, the transaction limits are as follows:

Per Transaction: \$1,000

Per Month: \$5,000

- B. **Unauthorized Purchases.** County purchasing cards and credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official, cash advances, gift card purchases, alcohol and tobacco purchases, entertainment, recurring services, or gasoline purchases (unless specifically authorized). Additionally, cards shall not be used to avoid compliance with the County's purchasing ordinances and procedures or travel policies, to purchase goods and services that are not approved in the County's budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the County purchasing card and credit card user agreement.
- C. **Receipts and Documentation.** Receipts, invoices and other supporting documentation of all purchases made with a County purchasing card or credit card shall be obtained and maintained by the authorized County elected official for five years or as otherwise provided by the County's record retention policy. If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official County duties.
- D. **Public Records.** All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 *et seq.*

VI. **Review of Purchases and Audit.** Proper documentation of purchases, internal controls and other measures prevent and allow detection of misuse or abuse of County issued purchase cards and credit cards. Authorized elected officials and staff that process payments under this program shall cooperate and comply with the procedures established by the County.

- A. **Review of Purchases.** All purchases shall be reviewed according to the following procedure: When an authorized transaction occurs, the cardholder or appropriate department personnel codes and approves the transaction in the online banking system. The cardholder's supervisor or Department Head approves the transaction in the online banking system. The Card Administrator then reviews and approves all transactions in the online banking system before recording the transactions in the County's financial software. Cardholders submit monthly statements signed by the cardholder and cardholder's supervisor with all appropriate documentation by the 10<sup>th</sup> of the following month. The Card Administrator reviews each statement and documentation for accuracy and completeness by the end of the following month.

- B. **Audits.** The Card Administrator shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

**VII. Violations.**

- a. An elected official shall reimburse the County for any purchases made with a County issued purchase card or credit card in violation of this resolution or the user agreement.
- b. In the discretion of the County governing authority, failure to comply with the procedures outlined in this ordinance may result in:
- i. a warning;
  - ii. suspension of the elected official's authority to use a County purchase card or credit card; or
  - iii. revocation of the elected official's authority to use a County purchase card or credit card.
- c. Nothing in this resolution shall preclude the County governing authority from referring misuse of a purchase card or credit card for prosecution to the appropriate authorities.

This \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

ATTEST:

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

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



## **Purchasing Card and/or Credit Card User Agreement between Dawson County and Dawson County Elected Officials**

This Purchasing Card and/or Credit Card User Agreement is between the Board of Commissioners (hereinafter “County”) and \_\_\_\_\_ (hereinafter “Elected Official”), an elected official of Dawson County for use of County Purchasing and/or Credit Card (hereinafter “card”), issued by a bank approved by the Board of Commissioners (hereinafter “Bank”), in accordance with O.C.G.A. § 36-80-24(c)(2).

In exchange for the privilege of being issued a card for the purpose of purchasing goods and services directly related to the public duties of the authorized elected official of the County, Elected Official agrees as follows:

### **I. Authorized and Unauthorized Use.**

- a. Elected Official agrees to use the card for goods and services directly related to Elected Official’s public duties and shall not use the card to purchase the following:
  - i. Cash advances
  - ii. Alcohol or tobacco
  - iii. Entertainment
  - iv. Gift cards
  - v. Recurring services
  - vi. Gasoline (unless specifically authorized)
- b. Elected Official agrees to use the card for the purchase of goods and services authorized by the budget adopted by the Board of Commissioners.
- c. Elected Official shall not use the card for personal use or any use other than goods and service directly related to the official responsibilities of Elected Official.
- d. Elected Official shall not exceed the following transaction limit for the card: \$1,000 transaction limit and \$5,000 monthly limit.
- e. Elected Official shall not subdivide a purchase in an effort to circumvent the transaction limit for the card.
- f. Elected Official shall not request or receive cash from suppliers or vendors as a result of exchanges or returns. All refunds or exchanges must be credited to the card account.

**II. Obligations of Elected Official.** Elected Official agrees to use the card in accordance with the terms and conditions of this Agreement, the Purchasing Card and Credit Card Resolution for Dawson County Elected Officials (“Resolution”), incorporated herein by reference, as amended from time to time, and any procedures developed in relation to the use of the card.

- a. Elected Official agrees to cooperate with the Card Administrator in relation to the use of the card, including participation in training, submission of receipts and documentation, notification of lost or stolen cards.
- b. Elected Official shall comply with the County's budget, purchasing policies and procedures when making purchases with the card.
- c. Elected Official shall notify the Card Administrator if Elected Official's name or contact information changes within thirty days of such change
- d. Elected Official shall protect the card at all times to prevent unauthorized use.
- e. Elected official shall immediately notify the Bank and Card Administrator if the card is lost or stolen.
- f. Elected Official shall surrender the card immediately upon request, expiration, resignation or removal from office.
- g. Elected Officials acknowledges that he or she is the only individual authorized to use the card.
- h. Elected Officials acknowledges that purchases by the County are exempt from Georgia sales tax. Elected Official shall provide any supplier or vendor with the County's tax exempt number (\_\_\_\_ - \_\_\_\_\_).

**III. Receipts and Documentation.** Receipts are required for all Card transactions. Elected Official shall provide original itemized receipts, invoices and other supporting documentation of all purchases made with the card as required by the Card Administrator. Substantiating documentation shall include the supplier or merchant information, quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to demonstrate that the expense was in the performance of official County duties.

**IV. Violations.** The failure to comply with the terms of this agreement or the resolution may result in one or more of the following sanctions based upon the severity of the violation:

- a. warning;
- b. suspension of card privileges;
- c. termination of card privileges;
- d. collection of an amount equal to the total of any improper purchases including, but not limited to, declaring such purchases as an advance on salary to the extent allowed by law; and/or
- e. prosecution. Official understands and acknowledges that misuse of the card may be considered a crime.

V. **Term.** This agreement shall be effective for a period of one calendar year effective the 1<sup>st</sup> day of January, 201\_. Either party may terminate the agreement with 30 days notice. The card shall be promptly returned to the Card Administrator in the event of termination. The Elected Official's obligations shall survive the termination of this agreement.

DAWSON COUNTY:

DAWSON ELECTED OFFICIAL:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Title

DATE:

DATE:

**Backup material for agenda item:**

7. Consideration of FY 2016 Chamber of Commerce Contract



# 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 Administration

Presenter: Chairman Mike Berg

Submitted By: Dena Bosten on behalf of Administration

Date Submitted: 11/25/2015

Item of Business/Agenda Title: Presentation of FY 2016 Chamber of Commerce Contract

**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: Current contract expires 12/31/2015

Purpose of Request: Execute a contract with the Chamber of Commerce for the purposes of promoting Dawson County through various media and tourism outlets as stipulated in the agreement.

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

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

Yes Explanation/ Additional Information: Actual payment is based on hotel/motel tax collections. For FY 2016, an additional \$30,000 of unrestricted funds were approved to be used for building improvements. This is a one-time payment only.

No

Amount Requested: based on collections Amount Budgeted: \$201,875 (local-62.5% of estimated collections + \$30,000 of unrestricted portion) + \$55,000 (state – 50% of estimated collections = \$256,875 total budget)

Fund Name and Account Number: 275-00-7520-XXXXXX-000

Administration Staff Authorization

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

Finance Dept. Authorization: Dena Bosten Date: 11-17-2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: 12-10-2015

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

Attachments: FY 2016 Chamber of Commerce Agreement



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

**SUBJECT:** Presentation of FY 2016 Chamber of Commerce Contract

**DATE:** 11/25/2015

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

**BUDGET INFORMATION:**  
ANNUAL-  
CAPITAL-

**COMMISSION ACTION REQUESTED ON:** 12/17/2015

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**PURPOSE:** To execute a contract with the Chamber of Commerce for the purposes of promoting Dawson County through various media and tourism outlets as stipulated in the agreement.

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**HISTORY:** This is a standard, annual service agreement between Dawson County and the Chamber of Commerce.

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**FACTS AND ISSUES:** Contract is the same as previous years but includes a one-time payment of \$30,000 of unrestricted funds to be used for building improvements. Budget has been approved in the FY 2016 budget.

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**OPTIONS:** Approve as submitted.

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**RECOMMENDED SAMPLE MOTION:** Motion to approve the contract between Dawson County and the Dawson County Chamber of Commerce for promoting tourism in Dawson County beginning January 1, 2016, for 62.5% of restricted hotel/motel tax collections and \$30,000 one-time payment of unrestricted funds.

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**DEPARTMENT:**

Prepared by: Dena Bosten on behalf of County Administration

Director \_\_\_\_\_

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**MANAGEMENT AGREEMENT AND CONTRACT FOR SERVICES**

This Agreement entered into by and between the Board of Commissioners of Dawson County (hereinafter “County”) and the Dawson County Chamber of Commerce (hereinafter “Chamber”) this \_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSETH:**

WHEREAS, the County may contract with appropriate entities for the purpose of promoting tourism, conventions and trade shows as authorized by O.C.G.A. § 48-13-51; and

WHEREAS, the Chamber is such an appropriate entity and is ready, willing and able to provide such services; and

WHEREAS, the Chamber qualifies as a “private sector nonprofit organization” as that term is defined in O.C.G.A. § 48-13-50.2 and is exempt from federal income taxation under Section 501(c)(6) of the Internal Revenue Code of 1986.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the County and Chamber agree as follows:

1. The effective date of this Agreement is January 1, 2016, and the term shall be one (1) year.
2. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
3. The Chamber shall perform or cause to be performed the following services in exchange for payment from the County in accord with the terms hereof:
  - a) promote tourism, conventions and trade shows within Dawson County through the Chamber’s website, printed material, other media and advertising by promoting tourism related businesses, attractions, event facilities, events and festivals, as well as public properties including, but not limited to, Amicalola Falls State Park, Dawson Wildlife Management Area, Lake Lanier and Chattahoochee National Forest;
  - b) prominently feature Amicalola State Park or rooms, facilities, and cabins of Amicalola State Park within promotions and advertisements funded through hotel motel tax revenue remitted to the County by the Department of Natural Resources or a state authority administratively attached to the Department of Natural Resources and paid to the Chamber by the County (O.C.G.A. § 48-13-54);
  - c) provide services to travelers and promote Dawson County as a destination by assisting visitors in the Welcome Center area and answering requests for information by telephone, mail, fax, and e-mail;



- d) provide services to meeting planners, group event planners and tour companies;
  - e) participate in regional and state tourism efforts with groups such as the Northeast Georgia Travel Association, Hospitality Highway and the State of Georgia;
  - f) plan, coordinate and supervise *Familiarization Tours* for tour operators, personnel in the Georgia State Welcome Center program, Travel Writers, Hotel Concierges and other professionals; and
  - g) promote Dawson County at trade shows and events such as Georgia On My Mind Days, New Discoveries and other events sponsored by the region and State of Georgia.
4. The Chamber shall furnish to the County quarterly reports in such form and detail as required by the County.
  5. The Chamber shall maintain adequate records and accounts to assure a proper accounting of all funds received in accord with this Agreement and shall provide an audit to the County from an independent CPA firm licensed in the state of Georgia and shall permit the County or its designated representatives to audit, examine and make excerpts from such records to determine compliance with this Agreement.
  6. The Chamber shall present an annual budget to the County, which shall designate expenditures for the services provided in accord with the terms hereof. This budget shall be attached and incorporated into this Agreement.
  7. The County acknowledges that the services to be provided by the Chamber will result in substantial benefits to Dawson County.
  8. The Chamber represents to the County that the Chamber is experienced and qualified to perform the work and services described herein and that the Chamber is properly equipped, organized and financed to perform such work and services. The Chamber shall finance the Chamber's own operations hereunder, shall operate as an independent party and not as the agent of the County, and nothing contained in this Agreement shall be construed to designate the Chamber or any of its employees, servants or agents as a partner, employee, servant or agent of the County, nor shall either party to this Agreement bind the other in any respect.
  9. The Chamber agrees not to discriminate against any person on the basis of race, color, religion, national origin, sex, age or handicap and shall comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

10. The Chamber shall not assign nor subcontract this Agreement, or any portion thereof, or any amount payable hereunder without prior written consent of the County.
11. The Chamber shall be entitled to receive, and the County shall pay to the Chamber, 62.5 % of the County's hotel motel tax revenue collected for use by the County appropriated in the 2016 budget, which excludes funds to be paid to the Georgia Department of Natural Resources in accord with a separate contract. The Chamber shall pay a maximum amount of \$10,000.00 to advertise Dawson County Arts Council activities that promote tourism. The County shall pay the hotel motel tax revenue to the Chamber monthly for the services to be performed pursuant to this Agreement.
12. The County shall pay to the Chamber \$30,000 from unrestricted funds for building improvements, to include handicap accessibility.
13. This Agreement and Contract contains the entire Agreement between the County and the Chamber, and no representations are made or relied upon by either party other than those expressly set forth herein. No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.
14. If any paragraph, subparagraph, sentence, clause or any portion of this Agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of this Agreement not held invalid.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their authorized officers to be effective the day and year indicated.

This \_\_\_ day of \_\_\_\_\_, 2015.

**DAWSON COUNTY, GEORGIA**

**DAWSON COUNTY CHAMBER  
OF COMMERCE**

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

By: \_\_\_\_\_  
Chamber, Chairman

**ATTEST:**

**ATTEST:**

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

By: \_\_\_\_\_  
Chamber Secretary

**Backup material for agenda item:**

8. Presentation of request for additional funds to cover unexpected legal expenses associated with murder trial



# 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: District Attorney

Presenter: \_\_\_\_\_

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

Date Submitted: 12/11/2015

Item of Business/Agenda Title: Request for additional funds to cover legal expenses associated with murder trial

**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: ASAP – will be an amendment to 2015 budget

Purpose of Request: Additional funding for District Attorney's Office

Department Recommendation: Recommend approval as requested

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: These are unexpected legal expenses associated with a murder trial.

No Requesting budget to be moved from general fund contingencies.

Amount Requested: \$6,125

Amount Budgeted: \$47,900 (General Fund Contingencies)

Fund Name and Account Number: 100-00-1500-579000-000 General Fund Contingencies

#### Administration Staff Authorization

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

Finance Dept. Authorization: Dena Bosten Date: 12-11-2015

County Manager Authorization: \_\_\_\_\_ Work Session Date: \_\_\_\_\_

Comments: Was presented in County Manager report during 12/10/2015 Work Session. At 12/10/2015 meeting, Board of Commissioners directed item to be included on the 12/17/2015 Voting Session.

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

