

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA – THURSDAY, OCTOBER 6, 2022  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

---

**NEW BUSINESS**

1. Presentation of RFP #401-22 - All-Inclusive Healthcare Services- Sheriff's Office Chief Deputy Greg Rowan / Purchasing Manager Melissa Hawk
2. Presentation of Georgia Forestry Commission Volunteer Fire Assistance 50/50 Grant- Emergency Services Director Troy Leist
3. Presentation of Appointment to the Board of Elections & Registration- Chief Registrar Glenda Ferguson
4. Presentation of IFB #402-22 - Thompson Creek Park Road Realignment- Public Works Director Jeff Hahn / Purchasing Manager Melissa Hawk
5. Presentation of RFP #409-22 - Design-Build for Three Fields for Parks & Recreation- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
6. Presentation of an Amendment to an Intergovernmental Agreement Between the City of Dawsonville and Dawson County Concerning Trail Infrastructure for Pedestrian Access Between Main Street Park and Library- County Manager David Headley
7. Presentation of Proposed FY 2023 Budget- Chairman Billy Thurmond
8. County Manager Report
9. County Attorney Report

***\*A Voting Session meeting will immediately follow the Work Session meeting.***

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



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Sheriff's Office

Work Session: October 6, 2022

Prepared By: Melissa Hawk

Voting Session: October 6, 2022

Presenter: Sheriff's Office Major Greg Rowan

Public Hearing: Yes ☒ No ☐

Agenda Item Title: RFP #401-22 All-Inclusive Health Services Results

### Background Information:

On May 1, 2014, the Board awarded the Medical Director for Dawson County Detention Center to CorrectHealth Dawson, LLC. Within the active contract period of 2019, the Board approved the exemption of the professional services of CorrectHealth Dawson, LLC to perform the scope within the original contract, until such time as deemed to release services in a Request for Proposal. A Request for Proposal for an All-Inclusive Healthcare Services contract was released on February 22, 2022.

### Current Information:

The County received three offers on March 31, 2022. An extensive evaluation process began shortly thereafter. Price extensions were agreed upon by the proposers to complete the evaluation, negotiations and presentation to the Board. The Sheriff's Office is requesting the Board to approve a contract to CorrectHealth, Dawson, LLC, to begin on January 1, 2023, in the amount not to exceed \$894,329.44.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	3326	521205			\$894,330.00	

Recommendation/Motion: Staff recommends that the Board accepts the officers received and award the All-Inclusive Health Care Services contract to CorrectHealth, LLC in the amount of \$894,329.44.

Department Head Authorization: Jeff Johnson

Date: 9/13/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 9/19/22

County Manager Authorization: David Headley

Date: 9-19-2022

County Attorney Authorization:           

Date:           

### Comments/Attachments:



RFP #401-22

## All-Inclusive Health Care Services

Work Session – October 6, 2022



# Background

- ❖ On May 1, 2014, the Board awarded the Medical Director for Dawson County Detention Center to CorrectHealth Dawson, LLC.
- ❖ Within the active contract period of 2019, the Board approved the exemption of the professional services of CorrectHealth Dawson, LLC to perform the scope within the original contract, until such time as deemed to releases services in a Request for Proposal.
- ❖ A Request for Proposal for an All-Inclusive Health Care Services contract was released on February 22, 2022 to receive pricing for 24/7 coverage, along with two other options while ensuring that the County receives the best services at the best price.

# Procurement Approach and Procedure

## BID ACCORDING TO POLICY

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website
- ✓ Posted on Georgia Procurement Registry
- ✓ Emailed notification through vendor registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Chamber of Commerce
- ✓ 3 proposals received



# Evaluation Committee

## ❖ Sheriff's Office

- Major Greg Rowan
- Captain Anthony Davis
- Lieutenant Theresa Kirby
- Lieutenant Jeffery Moore
- Lieutenant Ethan Taffer

## ❖ Facilitator – Melissa Hawk, Purchasing Manager

# Scope of Services

- ❖ The objective of the contract is to provide 24/7 health care services to the detainees of Dawson County.
- ❖ Some of the scope of services include:
  - Health Appraisals
  - Consultation Services
  - Hospital Care
  - Specialty Services such as radiology and laboratory services
  - Emergency Services
  - Mental Health Services
  - Dental Services

# Staffing Matrix Comparison

Staffing Matrix for the current contract

PERSONNEL	FTE	HRS/WK
Medical Director	0.05	2
Health Services Coordinator (RN)	1	40
Licensed Practical Nurse	1	40
Pyschiatrist	0.03	1
	<b>2.08</b>	<b>83</b>

Staffing Matrix for the 2023 contract, if renewed annually through 2027

PERSONNEL	FTE	HRS/WK
Medical Director	0.1	4
Health Services Administrator (RN)	1	40
Licensed Practical Nurse (LPN)	4.2	168
Mental Health Provider	0.1	4
	<b>5.4</b>	<b>216</b>



# Summary of Pricing Received

**Advanced Correctional Healthcare** – Rolling cap - \$120,000.00 for special services, hospital care, etc., remaining balance at end of each contract period is to be carried over to the next year, if any remains. Anything above \$120,000.00, for a three-year period, for off-site services will be the County's responsibility. Telehealth Services for Mental Health - \$150/hour – 1 hour minimum.

**CorrectHealth Dawson, LLC** -Catastrophic limits for off-site health care services is set at \$350,000.00. Anything above this amount for off-site services will be the County's responsibility per contract period. Following suit with neighboring counties, a maximum compensation amount of \$894,329.44 has been submitted to bring in contracted nursing staff until such time all staffing positions can be hired by CorrectHealth, LLC. This is not intended to be long term.

**Southern Health Partners** - Cost Pool - \$60,000.00 - included in annual price. Anything above this is County's responsibility for major chronic care, on/off-site clinical lab procedures, x-ray, dental, mental health and off-site medical (specialist, ER, etc.) services, discharge planning, telehealth and pharmaceuticals. TelePsych/Telehealth Services - \$153.00 per call.

**NOTE:** As revealed in the Q & A period of the RFP process, <sup>9</sup> for pharmaceuticals alone the total for 2021 was \$52,531.56.

# Pricing Received

Tasks	ADVANCED CORRECTIONAL HEALTHCARE	CORRECTHEALTH	SOUTHERN HEALTH PARTNERS
Annual Cost - Option A for On-Site Staffing to Perform All Scope of Work as on Attached Contract	\$ 560,000.00	\$ 719,953.09	\$ 634,320.00
Annual Cost - Option B for On-Site Staffing to Perform All Scope of Work as on Attached Contract	\$ 450,000.00	\$ 518,487.15	\$ 440,880.00
Annual Cost - Option C for On-Site Staffing to Perform All Scope of Work as on Attached Contract	\$ 399,000.00	\$ 395,358.70	\$ 360,480.00
Per Diem Rate, Per Detainee Per Day	\$ 0.41	\$ 2.69	ADP> 135 is \$1.25 ADP< 115 is \$0.35
Rolling Cap/Cost Pool	\$ 120,000.00	\$ -	\$ -
Electronic Medical Records	\$ 51,353.13	\$ -	\$ 20,100.00
Upfront Equipment Costs	\$ 16,390.63	\$ -	\$ -
Discharge Planner	\$ 5,895.25	\$ -	
<b>Total</b>	\$ 753,639.01	\$ 719,953.09	\$ 654,420.00



# Summary of Technical and Pricing Scores

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
ADVANCED CORRECTIONAL HEALTHCARE	36	112	81	34	36	60	17	77
CORRECTHEALTH	38	98	73	35	35	56	18	74
SOUTHERN HEALTH PARTNERS	44	115	95	44	43	68	20	88
Rounded up to nearest whole number								

**NOTE:** There is not a method for the unknown variable of costs for items included in Advanced Correctional Healthcare's rolling cap and Southern Health Partners' cost pool to be included in the cost/financial formula for the score.



# VENDOR SUMMARY

- CORRECTHEALTH, LLC began its presence in Georgia in 2000, serving 42 locations in our state. Reference checks showed the only issue was losing CorrectHealth, LLC staff to higher paying entities.
- Nearby Counties include Cherokee County, Chattooga County, Catoosa County, Forsyth County, Heard County, Jackson County, Lumpkin County and White County.
- Health care plan complies are written to exceed national standards required by the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA) as well all laws and accreditation guidelines.
- Continues active role in the Georgia Sheriff's Association



# Staff Recommendation

Staff respectfully requests the Board to accept proposals received and approve a contract to CorrectHealth LLC, with a budget in the amount not to exceed \$894,329.44, to begin on January 1, 2023.

Thank you for your time.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: October 6, 2022

Prepared By: Jason Dooley

Voting Session: October 20, 2022

Presenter: Troy Leist

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Georgia Forestry Assistance Grant

### Background Information:

Each year the Georgia Forestry Commission offers a NFP/VFA Grant to qualifying fire departments in the state of Georgia. Dawson County has applied for and received this grant over the last several years. The grant money can be used to purchase firefighting equipment for departments that protect rural communities.

### Current Information:

GFC will begin accepting requests for the NFP/VFA grant, which allows purchases from the options listed below on October 1, 2022. The attached grant application will be utilized to establish priority awards. Cooperating Fire Departments should return a completed application to the RFD office in Macon by mail or email, no later than 4:30 P.M. November 30th, 2022.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 9/21/22

County Manager Authorization: David Headley

Date: 09-19-2022

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

--





5645 Riggins Mill Road  
Dry Branch, GA 31020  
P. 478-751-3500  
F. 478-751-3465

An Equal Opportunity  
Employer & Service Provider



Brian Kemp  
Governor

Tim Lowrimore  
Director/State Forester

Board of Commissioners:

Larry Spillers, Chairperson  
Roberta

Sandie Sparks, Vice Chairperson  
Ellijay

Ember Bentley  
Macon

Ben Gillis  
Dublin

Chad Nimmer  
Blackshear

Robert Pollard  
Appling

Ken Sheppard  
Vidalia

September 16, 2022

TO: Tim Lowrimore, Gary White, Frank Sorrells, Bo Chesser, Seth Pierce, Area FMOs, and Chief Rangers  
FROM: Emily Hamilton  
SUBJECT: NFP/VFA Grant Program Announcement

Please share the following information with fire departments serving communities with populations of less than 10,000 in your counties.

We will begin accepting requests for the NFP/VFA grant, which allows purchases from the options listed below on October 1, 2022. The attached grant application will be utilized to establish priority awards. Cooperating Fire Departments should return a completed application to the RFD office in Macon by mail or email, no later than 4:30 P.M. November 30th, 2022. (See attached mail/fax information) **Remember, a grant application is not valid unless it is signed by the appropriate head of the Government entity requesting assistance.**

**Options**

1. Table 512.A items are allowed for purchase under this grant. See attached.  
**Note: Breathing apparatuses and radios are not available for purchase under this grant!**
2. Fire department pump test equipment such as PTO gauges, vacuum/pressure test gauges, deluge guns with nozzle tips, and RPM counters.
3. Emergency red lights and scene lighting.
4. Wildland PPE and hand tools.
5. Class A and/or B foam systems and foam.
6. This year we are also funding 50% of the cost of slip-on units with a maximum of \$5,000 VFA Funding!

**Non-Awardees will be notified of their status by mail.**

**Awardees will be forwarded an information packet to include grant documentation instructions.**

Grant parameters require awarded applicants to obtain 3 bids minimum on options and items purchased.

**This is a 50/50 matching grant! Fire Departments may qualify for reimbursement of up to 50% of \$10,000.00 or \$5,000.00 maximum per government entity. The 50/50 matching rule will apply to all amounts less than the maximum.**

I am available to answer any questions you may have regarding the current NFP/VFA Grant.

*The Georgia Forestry Commission and its sub-contractors are equal Opportunity employers and service providers and subject to all provision of section 601 of the Civil rights act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.*



**GEORGIA FORESTRY COMMISSION VOLUNTEER FIRE ASSISTANCE  
GRANT APPLICATION**

Name of Community Organization \_\_\_\_\_

\*Federal ID Number \_\_\_\_\_

**COMMUNITY CONTACT INFORMATION**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

Phone (primary): \_\_\_\_\_ Phone (other): \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Fire Department: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Phone: \_\_\_\_\_

Is the community in question bordered by any federally controlled land, such as a national park or forest? \_\_\_\_\_ If not, how close is the nearest one? \_\_\_\_\_ miles

Other Community Contacts:

Name	Title	Phone

\*If the community applying for grant money does not have a Federal ID number, the community will need to apply for one by going to <http://www.irs.gov/index.html>

**PROJECT DESCRIPTION**

We are applying for a Georgia Forestry Volunteer Fire Assistance Grant to:

---

---

---

Please attach a short narrative on the situation(s) you want to mitigate and your expected results from completing this project. Include a timeline for completion, who is responsible, amount being requested, and measures of project accomplishments.

Estimated time it will take to complete this project: \_\_\_\_\_ Month(s)

Anticipated date to start this project \_\_\_\_\_

Anticipated date the project will be finished \_\_\_\_\_

Please attach a proposed timeline with milestones that need to be reached. All local governing bodies and authorities, if applicable, must approve all projects. Attach letters of approval as needed.

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Other signatures, as required by the community:

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_

**Return completed application to:**

Emily Hamilton  
GA Forestry Commission RFD  
5645 Riggins Mill Rd  
Dry Branch, GA 31020  
Or [ehamilton@gfc.state.ga.us](mailto:ehamilton@gfc.state.ga.us)

Phone: 478-751-3504

**No later than November 30<sup>th</sup>, 2022**

**RFD Staff Only**

GRANT # \_\_\_\_\_ CONTACT \_\_\_\_\_

AMOUNT OF AWARD RECEIVED \_\_\_\_\_

APPROVAL SIGNATURE \_\_\_\_\_



## APPENDIX A

### **AGREEMENT ADDENDUM**

#### **FFATA (Federal Funding Accountability and Transparency Act)**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders, task orders, and delivery orders. The legislation does not require inclusion of individual transactions below \$25,000 or credit card transactions before October 1, 2008.

#### **Definitions**

- A. "FFATA funds" means funds expended or obligated from appropriations The Federal Funding Accountability and Transparency Act.
- B. "Contractor" is defined as any person, including, but not limited to, a bidder, offertory, loan recipient, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission, or with a person under contract, subcontract, grant, or sub-grant with the Georgia Forestry Commission. The term contractor may include a permit, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Georgia Forestry Commission.

#### **FFATA Terms & Conditions**

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal agency or Georgia Forestry Commission regarding requirements for FFATA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Georgia Forestry Commission of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.
2. **Reporting Requirements** – To meet the reporting requirements of FFATA and ensure transparency and accountability in the use of funds provided through FFATA. Activities carried out and results achieved with FFATA funds will be tracked carefully, reported clearly and quantifiably.

In an effort to meet this requirement, all project information will be reported by GFC at [www.fsrs.gov/](http://www.fsrs.gov/)

Contractors will be responsible for submitting the attached financial and management reports once the contract is signed to Georgia Forestry Commission, Attn: Lee Brown, P. O. Box 819, Macon, GA 31202-0819 within 5 business days.

Detailed information on any subcontracts or sub-grants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

Contractor may be required to submit backup documentation for expenditures of FFATA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Georgia Forestry Commission upon.

3. Registrations and Identification Information

(a) Contractor must maintain current registrations in the Center Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with FFATA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of FFATA funds.

4. Flow Down Requirement. Contractor must include these FFATA Terms and Conditions in any sub-contract, sub-grants, loans and cooperative agreements.

5. Prohibition on Use of Funds. FFATA Section 1604 states no FFATA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by FFATA.

6. Wage Rate Requirements. FFATA requires that all laborers employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to FFATA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United

States Code (Davis-Bacon Act). Will comply with the Copeland Act (40 U.S.C. Section 276C and 18 U.S.C. Section 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(1) gross mismanagement of an agency contract, agreement or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract or agreement (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

9. False Claims Act. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for



compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the Georgia Forestry Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts/Agreements with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

- (a) contracting with the Federal Government or the State of Georgia; or
- (b) participating in any Federal or State of Georgia assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress, or an employee of an Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the contractor/grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it's instructions.

(c) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following on the basis of:

- (a) Race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) Race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) Sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) Age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) Handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

- (f) Drug abuse, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-225) as amended.
- (g) Alcohol abuse or alcoholism, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended.
- (h) Confidentiality of alcohol and drug abuse patient records, Section 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C., Section 290 dd-3 and 290 ee3).
- (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event this Contract/Agreement is a grant Contract not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each FFATA Contract using, in whole or in part, FFATA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Access to Information. This section provides authority for the Inspector General or authorized representative during the term of this agreement/contract plus an additional three (3) years thereafter to examine any records or interview any employee or officers working on this agreement/contract. The contractor is advised representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this agreement/contract. Section 1515(b) further provides nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the inspector general. This agreement/contract and any records or expenditures related thereto may be subject to disclosure under Freedom of Information Act, 5 U.S.C. §552.

17. Right to Inspect. The Office of the State Inspector General shall have access to all records, information, data, reports, plans, projects, matters, contracts, memoranda, correspondence, and any other materials of Georgia Forestry Commission and shall be deemed to be an authorized representative and agent of Georgia Forestry Commission for purposes of determining whether fraud, waste, corruption and abuse have occurred. Contractor agrees to make available, at all reasonable times during the term of this agreement/contract plus an additional three (3) years thereafter, any and all records, information, data, reports, plans, projections, matters, contracts, memoranda, correspondence and other materials relating to this agreement/contract, for inspection by the Office of the State Inspector General.

18. Each party hereby certifies that it has complied with the Immigration Reform and Compliance Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. 13-10-90 et seq., by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> verifying information for all new employees and executing any affidavits by Ga. Comp. R. & Regs. R. 300-10-1-.01 et, Seq

19. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B)
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

IN WITNESS WHEREOF, the **COMMISSION** and the **AWARDEE** hereto have affixed signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_ AWARDEE \_\_\_\_\_

DATE \_\_\_\_\_





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Elections & Registration

Work Session: October 6, 2022

Prepared By: Glenda Ferguson

Voting Session: October 20, 2022

Presenter: Glenda Ferguson

Public Hearing: Yes \_\_\_\_\_ No x

Agenda Item Title: Appointment to the Board of Elections & Registration

### Background Information:

The Board of Elections & Registration combined in 1998. Previously the Registrar did voter registration and the Probate Judge did elections. When legislation to combine was written, the Chief Registrar of the county would also be the Chairperson of the Board. All members are required to be citizens of Dawson County.

### Current Information:

See attached revised legislation and by-laws.

The Board of Elections & Registration will serve as both the Elections Superintendent and Chief Registrar. The Director (Election Supervisor & Deputy Registrar) will remain the same as the administrator of the office and support to the Board. This makes the Director's position open to others outside the county. With the continuing complexity and technical requirements of elections, experience is key and only received through on-the-job training. This would allow a wider pool of experience, when needed. This requires another member as the neutral position to the Board; term to start 1/1/2023. Also, the terms of the Board would become staggered, where previously all served the same 4-year terms. All Board member terms end 12/31/22.

Process of appointment is similar to Director's/Chief Registrar. The Board of Elections & Registration nominates a qualified citizen (or citizens), agrees/votes on one, drafts a letter of written recommendation to the Board of Commissioners for certification.

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 9/19/22

County Manager Authorization: David Headley

Date: 9-19-2022

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

# DAWSON COUNTY BOARD OF ELECTIONS & REGISTRATION



**96 Academy Avenue  
Dawsonville, Georgia 30534**

(706) 344-3640 • (706) 344-3642 FAX

Email: [gferguson@dawsoncountyga.gov](mailto:gferguson@dawsoncountyga.gov)

Website: [www.dawsoncountyga.gov](http://www.dawsoncountyga.gov) – Election info & Voter Registration

Chairperson, Glenda M. Ferguson  
Vice Chairman, Dale Holland  
Secretary, Daniel R. Pichon, III  
Member, Katrina L. Holbrook  
Member, Marie Head

September 13, 2022

Dawson County Board of Commissioners,  
Billy Thurmond, Chairman  
25 Justice Way  
Dawsonville, Georgia 30534

Dear Commissioners,

Pursuant to HB 1913, Act No. 1003, approved April 23, 1998: as amended in H.B. No. 1432

*Section 3 (3) The fifth member of the board shall be a nominee, by the board of Elections and Registration, who shall be certified, as other members, by the commissioners, and shall be appointed an initial term to take office on January 1, 2023, and to end on December 31, 2026 and until his or her successor is appointed and qualified. Successors to such members shall be appointed to serve a term of four years and until their respective successor is appointed and qualified.*

*Section 4 (a) The appointment of each member shall be evidenced by the appointing authority filing an affidavit with the clerk of the Superior Court of Dawson County no later than 30 days preceding the date on which such member is to take office...*

It is the recommendation of the Board of Elections and Registration that the Commissioners of Dawson County appoint Paul McComiskey to a four-year term beginning January 1, 2023.

## Board of Elections and Registration;

Chairman, Glenda M. Ferguson  
Vice Chairman, Dale Holland  
Secretary, Daniel R. Pichon, III  
Member, Katrina L. Holbrook  
Member, Marie Head

cc: Sharon Fausett, District 1  
Chris Gaines, District 2  
Tim Satterfield, District 3  
Emory Dooley, District 4  
Angela Davis, Dawson County Attorney

House Bill 1432

By: Representatives Wade of the 9<sup>th</sup> and Ralston of the 7<sup>th</sup>

A BILL TO BE ENTITLED  
AN ACT

1 To amend an Act creating a board of elections and registration for Dawson County, approved  
2 April 23, 1998 (Ga. L. 1998, p. 4680), as amended, so as to provide for the appointment of  
3 the fifth member of the board; to conform the appointment process for the other members of  
4 the board with state law; to provide for staggered terms of the board; to revise the duties of  
5 the election supervisor; to provide for the appointment and duties of a chairperson and  
6 secretary of the board; to provide for related matters; to repeal conflicting laws; and for other  
7 purposes.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

9 **SECTION 1.**

10 An Act creating a board of elections and registration for Dawson County, approved April 23,  
11 1998 (Ga. L. 1998, p. 4680), as amended, is amended by revising Section 2 as follows:

12 "SECTION 2.

13 (a) The board shall be composed of five members, each of whom shall be an elector and  
14 a resident of the county. The members shall be appointed as provided in this section to

H. B. 1432

- 1 -

allow for staggered terms. The terms of all members serving on the effective date of this section will end on December 31, 2022.

(b)(1)(A) Two members shall be appointed by the governing authority of Dawson County from a list of nominations made by the chairperson of the county executive committee of the political party whose candidate for president at the last election preceding such appointment received the largest number of votes in the county.

(B) Two members shall be appointed by the governing authority of Dawson County from a list of nominations made by the chairperson of the county executive committee of the political party whose candidate for president at the election described in subparagraph (A) of this paragraph received the next largest number of votes in the county.

(2) Each of the nominations provided for in paragraph (1) of this subsection shall have been ratified by a majority of the members of each of such respective executive committee voting at a regularly scheduled meeting of such executive committees or a meeting duly called and held for such purpose. In the event such appointments are not ratified by a majority of the members of such executive committees at least 60 days preceding the date on which such members are to take office, then the members of the respective executive committees may appoint such members by a two-thirds' majority of the membership of such executive committees at a regularly scheduled meeting or at a meeting duly called and held for such purpose. In the event the members of said executive committees fail to appoint such members at least 30 days preceding the date on which such members are to take office, such members shall be appointed by the commissioners.

(3)(A) The governing authority of Dawson County shall designate one of the initial members appointed pursuant to subparagraph (A) of paragraph (1) of this subsection and one of the initial members appointed pursuant to subparagraph (B) of paragraph (1)



of this subsection to serve for terms ending on December 31, 2023, and until their successors are appointed and qualified.

(B) The governing authority of Dawson County shall designate one of the initial members appointed pursuant to subparagraph (A) of paragraph (1) of this subsection and one of the initial members appointed pursuant to subparagraph (B) of paragraph (1) of this subsection to serve for terms ending on December 31, 2025, and until their successors are appointed and qualified.

(C) Successors to such members shall be appointed to serve terms of four years and until their respective successors are appointed and qualified.

(c) The fifth member of the board shall be appointed by the governing authority of Dawson County from a list of nominations provided by the other members of the board. The initial member appointed pursuant to this subsection shall take office on January 1, 2023, for a term to end on December 31, 2026, and until his or her successor is appointed and qualified. Successors to such member shall be appointed to serve terms of four years and until their respective successors are appointed and qualified."

## **SECTION 2.**

Said Act is further amended by revising subsection (a) of Section 12 as follows:

"(a) The board shall be authorized and empowered to organize itself; may elect from among its membership a chairperson, vice chairperson, and secretary; and shall determine its procedural rules and regulations, adopt bylaws, specify the functions and duties of its employees, and otherwise take such actions as are appropriate to the management of its affairs; provided, however, that no such action shall conflict with general law."

## **SECTION 3.**

Said Act is further amended by revising Section 14 as follows:

65 "SECTION 14.

66 (a) The chairperson of the board shall be the chief executive officer of the board and shall  
67 oversee the administration of the affairs of the board pursuant to law and the duly adopted  
68 resolutions of the board.

69 (b) Compensation for the members of the board shall be fixed by the governing authority  
70 of Dawson County.

71 (c) All amounts payable under this section shall be paid from the funds of Dawson  
72 County."

73 **SECTION 4.**

74 Said Act is further amended by revising Section 16 as follows:

75 "SECTION 16.

76 The election supervisor, as director of the election and registration office, shall be  
77 responsible for the selection, appointment, and training of poll workers in elections."

78 **SECTION 5.**

79 All laws and parts of laws in conflict with this Act are repealed.



## **Dawson County, Georgia Board of Elections and Registration**

### **Rules of Procedure, Regulations, and By-Laws of the Dawson County Board of Elections and Registration**

#### **Preamble**

The Dawson County Board of Elections and Registration, to fulfill its obligations under the law to the citizens of Dawson County, does hereby establish and adopt the Rules of Procedure, Regulations and By-Laws of The Dawson County Board of Elections and Registration.

#### **Article 1: Name**

As provided by law, H.B. No. 1913, Act No. 1003 signed April 23, 1998, the name of this body is "The Dawson County Board of Elections and Registration." ("The Board").

#### **Article 2: Purpose**

The Board shall have jurisdiction over the conduct of primaries and elections and the registration of electors in Dawson County.

#### **Article 3: Members**

The Board shall be composed of five members, each of whom is an elector and a resident of Dawson County and is appointed as provided by law in H.B. No. 1913, Act No.1003, as amended in H.B.No.1432.

#### **Article 4: Officers**

The officers of The Board shall be a Chair, Vice-Chair and Secretary. The officers shall be elected by the members of The Board by majority vote and shall serve a term of four years or until their successor is elected and qualified. The officers shall perform the duties prescribed by these rules in Article 5.

#### **Article 5: Duties of Officers**

##### **Chair:**

The Chair shall be the Chief Executive Officer of The Board and shall oversee the administration of the affairs of The Board pursuant to law and the duly adopted resolution of The Board. It shall be the duty of the Chair to preside over the monthly meetings of The Board and all other special called meetings, to appoint committees as necessary to accomplish the work or goals as directed by The Board, to work with all committees when requested to do so by the Chair of the committee. The Chair of The Board shall have the authority to call meetings of The Board as he/she shall deem necessary to set goals, plan or accomplish work. The Chair shall be a voting member of The Board and shall have the same privileges as all other members to make and second motions.

#### Vice-Chair:

It shall be the duty of the Vice-Chair to serve as assistant to the Chair and shall perform the duties of the Chair in his/her absence.

#### Secretary:

It shall be the duty of the Secretary to keep a complete and accurate record of all the work of The Board, to take notes and write the minutes of all regular and called meetings, to write letters when directed to do so by the Chair, to furnish copies of approved minutes to be kept in the Elections and Registration Board Office for public record.

#### Special Committees:

It shall be the duty of the Chair of all special committees appointed by the Chair of this board to have planning meetings and to work as necessary to complete the project in a timely manner, to meet the required schedule, to keep records and to report accomplishments, percentage complete and expected completion date at each regular board meeting until completed, and to request assistance as needed.

### Article 6: Meetings

The Board shall hold regular monthly meetings at the office of the Board of Elections & Registration. Said meetings shall be held on the third Thursday in each month at 9:30 a.m. Special meetings may be called by the Chair, by the Vice-Chair if the Chair is incapacitated or out of county, or at the request of two (2) board members. All meetings must be open and written notice must be given to the person designated by the county governing authority to provide public information and all meetings shall be advertised in compliance with the Georgia Open Meeting Law. A quorum shall consist of three members. Any member of The Board failing to attend two (2) consecutive regular meetings without prior proper notification to the Chair or Vice-Chair shall be replaced. The Board will give written notification to the member involved in this action and replacement will take place in accordance with H.B. No. 1913, Act No. 1003, Section 13(a).

### Article 7: Special Meetings

The Board shall hold special meetings as required.

### Article 8: Employees

The Election and Registration Superintendent (The Board) shall generally direct and control the administration of the affairs of The Board.

### Article 9: Responsibilities

(A) The Board: The Board shall be responsible for providing policy and direction to the Election and Registration Director concerning the conduct of primaries and elections, the registration of electors and the general operation of the Elections and Registration office. The Board shall be both Chief Registrar & Election Superintendent

(B) Elections and Registration Director: The Director of the Elections and Voter Registration Office, shall be responsible for the day-to-day operations of the office and the direct supervision of its employees, for the selection, appointment and training of poll workers in elections, the preparation for and conduct of all primaries and elections and the registration of electors in Dawson County. Specific duties of this position are enumerated in a Job Description.

(C) Administrative Support: The governing authority of Dawson County shall be responsible for providing office and storage space, budget, funds necessary to conduct all primaries and elections, voter registration, compensation of poll officers, custodians, and other assistants and employees required. Expenditures for polling places, purchase of ballots and all other election supplies The Board considers necessary to operate this office as required by Georgia Law, Maintenance of voting equipment and all other expenses arising out of the performance of the duties of The Board of Elections and Registration pursuant to Code Section 21-2-71 of the O.C.G.A. and H.B. No. 1913, Act No. 1003.



### **Article 10: Parliamentary Authority**

The rules contained in Robert's Rules of Order, newly revised, shall govern The Board in all cases to which they are applicable and in which they are not inconsistent with these rules or any provision of law.

### **Article 11: Amendments**

These By-Laws may be amended by a majority vote of The Board at any regular meeting at which notice of such change of or amendment to the rules was given at least five (5) working days prior to such meeting. If no notice was given, the proposed changes to the rules shall be voted upon at the next or a subsequent regular meeting after their introduction.

### **Article 12: Conflict of Rules**

To the extent that any rule herein shall conflict with any provision of law, such rule shall be void and all other rules shall have full force and effect.

**Adopted by the Dawson County Board of Elections and Registration at its regular meeting March 8, 1999.**

**Amended by the Dawson County Board of Elections and Registration at its regular meeting February 14, 2005. (Meeting time changed to 9:30 a.m.)**

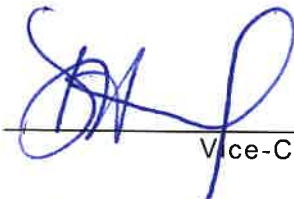
**Amended by the Dawson County Board of Elections and Registration at its regular meeting April 9, 2007. (Meeting moved to third Monday.)**

**Amended by the Dawson County Board of Elections and Registration at its regular meeting August 24, 2009. (Meeting moved to Elections office.)**

**Amended by the Dawson County Board of Elections and Registration at its regular meeting April 20, 2016. (Meeting moved to third Wednesday.)**

**Amended by the Dawson County Board of Elections and Registration at its regular meeting July 20, 2022. (Meeting moved to third Thursday & updates to coincide with legislative changes in HB 1432.**

  
Chair

  
Vice-Chair

  
Secretary

  
Board Member

  
Board Member



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 10/06/2022

Prepared By: Melissa Hawk

Voting Session: 10/06/2022

Presenter: Jeff Hahn

Public Hearing: Yes ☒ No ☐

Agenda Item Title: IFB #402-22 Thompson Creek Park Road Realignment Results

### Background Information:

On June 20, 2019, the Board of Commissioners approved a 240-unit apartment development and associated amenities to be located near the corner of Dawson Forest Road and Highway 53. A GDOT roundabout project will be constructed to allow flow of traffic from Dawson Forest Road, Highway 53 and Thompson Creek Park Road. Prior to this construction, Thompson Creek Park Road will need to be realigned to allow for better flow of traffic in and out of the roundabout.

An IFB for the Scope of Work was released on August 10, 2022.

### Current Information:

Two bids were received with J.G. Leone Enterprises, Inc. being the lowest, most responsible bidder at a cost of \$556,459.20.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
					\$556,459.20	

Recommendation/Motion: Staff respectfully requests the Board to accept bids received, determine the funds to be utilized, and approve a contract to J.G. Leone Enterprises, Inc., in the amount of \$556.459.20.

Department Head Authorization: Jeff Hahn

Date: 09/14/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 9/19/22

County Manager Authorization: David Headley

Date: 9-19-2022

County Attorney Authorization: \_\_\_\_\_

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

### Comments/Attachments:

VN: Currently, there is over \$2 million unencumbered SPLOST VI funds allocated to Public Works that is available, if the BOC approves.



IFB #402-22

## Thompson Creek Park Road Realignment

Work Session – October 6, 2022



# Background

- ❖ On June 20, 2019, the Board of Commissioners approved a 240-unit apartment development and associated amenities to be located near the corner of Dawson Forest Road and Highway 53.
- ❖ A GDOT round-about project will be constructed to allow flow of traffic from Dawson Forest Road, Highway 53 and Thompson Creek Park Road. Prior to this construction, Thompson Creek Park Road will need to be realigned to allow for better flow of traffic in and out of the round-about.
- ❖ All drawings for this project were designed by Ensite Civil Consulting, LLC. The plans were completed using all applicable Federal, State and Local codes, GDOT, Etowah Water & Sewer Authority Construction standards and specifications, latest editions.
- ❖ An IFB for the Scope of Work was released on August 10, 2022.



# Procurement Approach and Procedure

## BID ACCORDING TO POLICY

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website
- ✓ Posted on Georgia Procurement Registry
- ✓ Emailed notification through vendor registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Chamber of Commerce
- ✓ 2 bids received

# Scope of Services

❖ Some of the scope of services include:

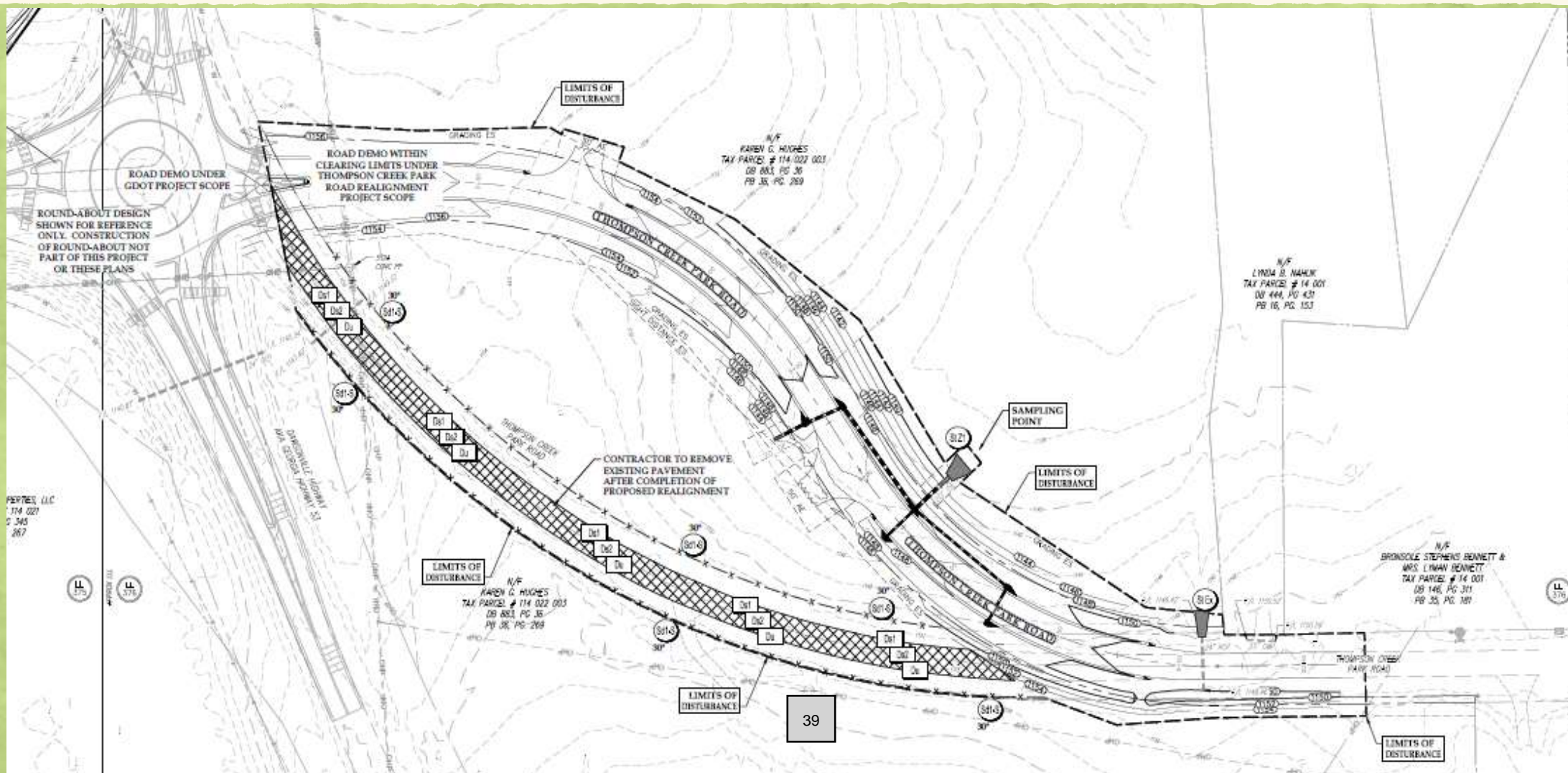
- Traffic Control
- Surveying
- Clearing and Grubbing
- Erosion Control
- Inspections
- Grading and Excavating
- Storm Sewer
- De-Watering
- Curb and Gutter
- Concrete Work
- Asphalt Paving
- Landscaping



# SITE LOCATION MAP



# Summary Drawing of Site Work





# Pricing Received

J.G. Leone Enterprises, Inc

Item No	Description	Quantity/UOM	TOTAL COST
1	Thompson Creek Park Road Realignment	1/Lump Sum	\$556,459.20
Estimated Start Date		9/20/2022	
Warranty on Labor		2 years	
Warranty on Materials		2 years	

Townley Construction

Quantity/UOM	TOTAL COST
1/Lump Sum	\$669,824.00
45 Days from NTP	
2 years	
2 years	



# Staff Recommendation

Staff respectfully requests the Board to accept bids received determine the funds to be utilized, and approve a contract to J. G. Leone Enterprises, Inc., in the amount of \$556.459.20.

Thank you for your time.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Recreation Department

Work Session: October 6, 2022

Prepared By: Melissa Hawk

Voting Session: October 6, 2022

Presenter: Matt Payne

Public Hearing: Yes ☒ No ☐

Agenda Item Title: RFP #409-22 - Design-Build Three Fields for Dawson County Parks & Recreation

### Background Information:

On 7/7/2022, the Board approved \$2,500,000 for the design-build for artificial turf for the multi-purpose and football fields at Veterans Memorial Park and the ADA-compliant rubber turf field at Rock Creek Park. An RFP was released on July 27, 2022. The pricing request is for Task 1 for both fields at Veterans Memorial Park and Task 2 for the field at Rock Creek Park.

### Current Information:

The RFP opened on August 31, receiving three offers for Task 1 and two offers for Task 2. After evaluation and cost scoring, Precision Turf had the best overall offer in the amount of \$1,438,040 and Ram Enterprises had the best overall offer in the amount of \$699,289. The county will have \$362,671 divided between the two contracts as a contingency in the case of cost overruns.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
785	6120	541200	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$0.00

Recommendation/Motion: Staff recommends that the Board accepts the offers received and award a contract to Precision Turf, for the fields at Veterans Memorial Park, in the amount of \$1,438,040, with \$100,000 in county contingency; and award a contract to Ram Enterprises, for the field at Rock Creek Park, in the amount of \$699,289, with \$262,671 in county contingency.

Department Head Authorization: Matt Payne

Date: 9/20/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 9/20/22

County Manager Authorization: David Headley

Date: 9-19-2022

County Attorney Authorization: \_\_\_\_\_

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

### Comments/Attachments:

VN- Funding from Impact fees.

Presentation





RFP #409-22

## Design-Build Three Fields for Dawson County Parks/Recreation

Work Session – October 6, 2022



# Background

- ❖ On 7/7/2022, the Board approved \$2,500,000.00 for the design-build for artificial turf for the multipurpose and football fields at Veterans Memorial Park and the ADA-compliant rubber turf field at Rock Creek Park. An IFB for the Scope of Work was released on August 10, 2022.
- ❖ An RFP was released on July 27, 2022. The pricing request is for Task 1 for both fields at Veterans Memorial Park and Task 2 for the field at Rock Creek Park.

# Procurement Approach and Procedure

## BID ACCORDING TO POLICY

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website
- ✓ Posted on Georgia Procurement Registry
- ✓ Emailed notification through vendor registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Chamber of Commerce
- ✓ 3 proposals received for Veterans Memorial Park and 2 proposals received for Rock Creek Park



# Scope of Services – For All Fields

❖ Some of the scope of work includes:

❖ Project Design, which shall consist of three (3) phases;

- ☐ Preliminary Design Phase: Draft drawings, draft written description of materials/equipment, draft detailed cost estimate and management plan with 4 basic sections:

- Outline of services, staffing plan, pre-construction schedule, development of basic procedures & control systems

- ☐ Detailed Schematic Design Phase: Updated drawings, updated written description of materials/equipment/updated detailed cost estimate and draft construction documents

- Information shall incorporate all additions/deletions as directed by Parks/Recreation staff to the preliminary design documents

- ☐ Final Design Phase: Final drawings, final written description of materials/equipment, final detailed cost estimate and final construction documents

❖ Construction Services Phase:

- ☐ Construction of the whole and all parts of the project in full and strict conformity of the contract. Turn-key construction to be completed no later than April 30, 2023, upon approval by the County of the final design and construction plans.

# Scope of Services – Veterans Memorial Park

## ❖ Some of the scope of work includes:

- ☐ Provide engineered drawings, licensed surveying, protection of access points and staging areas provided by the County
- ☐ Removal of unsuitable soils, hazardous materials and/or waste, organics, solid rock/concrete, undercutting, utility relocation, electrical work, testing (to include geotesting), seeding/sodding, watering and/or lawn maintenance of disturbed areas and grading/seeding/mulching of spoils area
- ☐ Haul in suitable soil and re-establish stabilization with appropriate BMPS for proper erosion and sediment control
- ☐ Furnish, install and grade a 5" profile of drainage base stone
- ☐ Furnish, install and grade a 1" profile of finishing stone
- ☐ Supply and install GameChanger 46E FL420-46 all green grass surface for the football and multipurpose fields in a single mobilization.
- ☐ Furnish and install 3.5 lbs/sf of black rubber infill and 2.5lbs/sf of silica sand infill
- ☐ Furnish and assemble one (1) SMG TurfCare TCA1400 Groomer/Sweeper or approved equal combination field maintenance unit- ground driven, tow-behind device, to be self-cleaning with dirt tub and drag brush
- ☐ Turn-key project will be complete no later than April 30, 2023.



# Scope of Services – Rock Creek Park

❖ Some of the scope of work includes:

- ☐ Provide engineered drawings, licensed surveying, protection of access points and staging areas provided by the County
- ☐ Removal of unsuitable soils, hazardous materials and/or waste, organics, solid rock/concrete, undercutting, utility relocation, electrical work, testing (to include geotesting), seeding/sodding, watering and/or lawn maintenance of disturbed areas and grading/seeding/mulching of spoils area
- ☐ Haul in suitable soil and re-establish stabilization with appropriate BMPS for proper erosion and sediment control
- ☐ Install ACO System 2000 slotted drain along perimeter of field
- ☐ Install 4 oz geofabric over excavated sub grade
- ☐ Supply and install Mondo Super-X two-color rubber sheet surface for the baseball field in a single mobilization.
- ☐ Turn-key project will be complete no later than December 30, 2022.

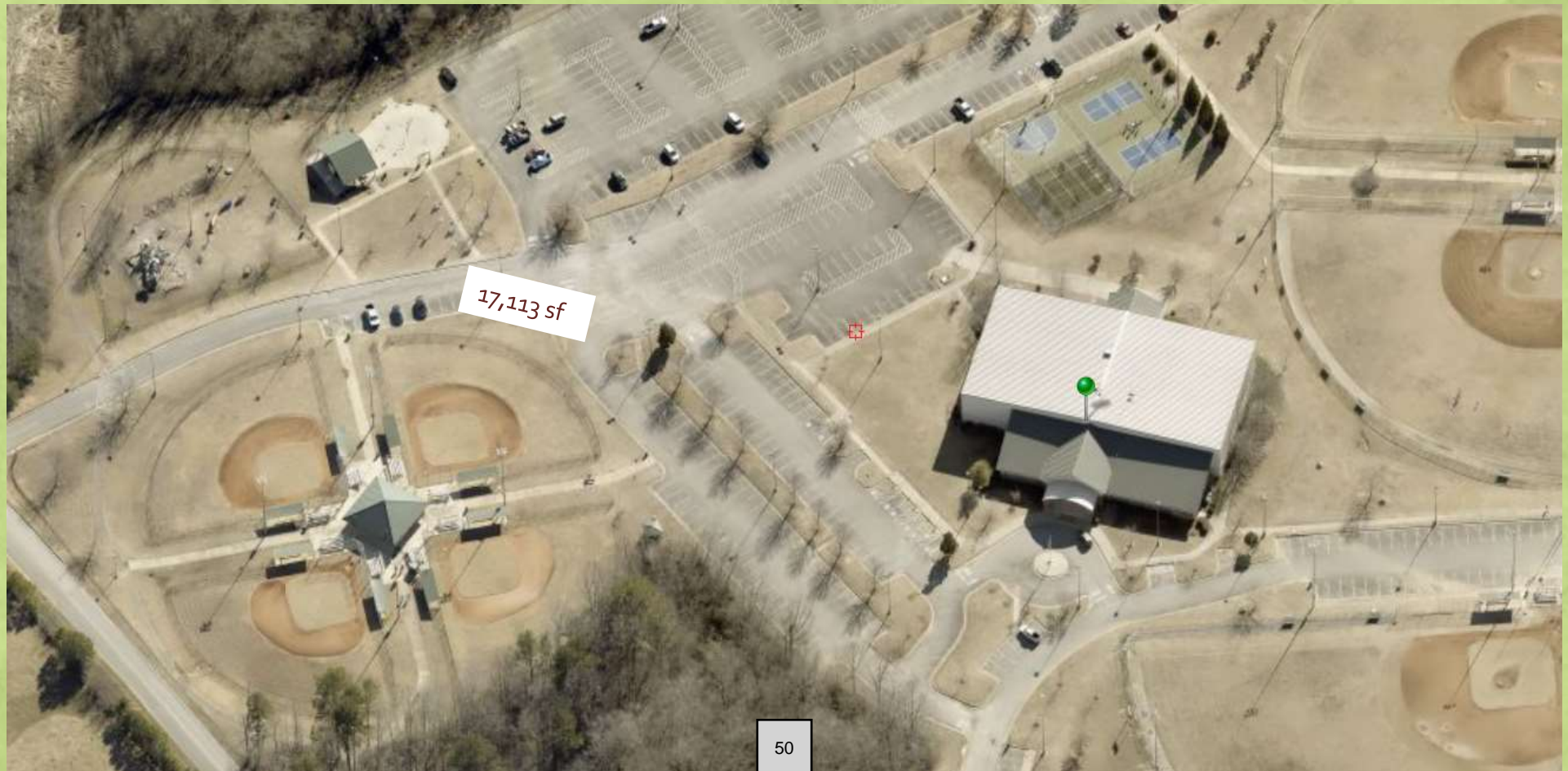


# Veterans Memorial Park - Fields





# Rock Creek Park Field



# Pricing Received for Veterans Memorial Park

<b>Task 1 - VETERANS MEMORIAL PARK</b>	<b>FARRIS CONSTRUCTION</b>	<b>PRECISION TURF</b>	<b>RAM ENTERPRISES</b>	<b>SPRINTURF</b>
Preliminary Design Phase	\$67,341.00	\$15,000.00	\$0.00	\$3,400.00
Detailed Schematic Design Phase	\$71,861.00	\$15,000.00	\$0.00	\$8,800.00
Final Design Phase	\$80,901.00	\$15,000.00	\$0.00	\$16,000.00
Construction Services Phase	\$1,932,335.00	\$1,393,040.00	\$0.00	\$1,704,050.00
<b>Task 1 - Total</b>	<b>\$2,152,438.00</b>	<b>\$1,438,040.00</b>	<b>\$0.00</b>	<b>\$1,732,250.00</b>



# Pricing Received for Rock Creek Park

<b>TASK 2 - ROCK CREEK PARK</b>				
Preliminary Design Phase	\$0.00	\$0.00	\$4,987.00	\$3,400.00
Detailed Schematic Design Phase	\$0.00	\$0.00	\$12,986.00	\$8,800.00
Final Design Phase	\$0.00	\$0.00	\$2,940.00	\$16,000.00
Construction Services Phase	\$0.00	\$0.00	\$678,376.00	\$765,920.00
<b>Task 2 - Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$699,289.00</b>	<b>\$794,120.00</b>



# Summary of Technical and Cost Scores

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	MANAGEMENT PLAN	REFERENCES	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
FARRIS CONSTRUCTION	26	55	56	23	26	62	13	75
PRECISION TURF	27	62	63	26	28	68	25	93
RAM ENTERPRISES	28	62	69	28	28	72	25	97
SPRINTURF	28	62	64	30	28	71	22	93

Rounded up to the nearest whole number



# Staff Recommendation

Staff respectfully requests the Board to accept offers received and award a contract to Precision Turf, for the fields at Veterans Memorial Park, in the amount of \$1,438,040.00, with \$100,000.00 in County Contingency; and award a contract to Ram Enterprises, for the fields at Rock Creek Park, in the amount of \$699,289.00, with \$262,671.00 in County Contingency.

Thank you for your time.

## AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This Amendment to the Intergovernmental Agreement which was made and entered into as of the 7th day of October, 2021, by and between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), and the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the “City”) (collectively the “Parties”), is adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

### WITNESSETH:

**WHEREAS**, the parties are authorized to enter into intergovernmental agreements pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts (“Intergovernmental Contracts Clause”); and

**WHEREAS**, the Intergovernmental Contracts Clause provides, in pertinent part, as follows:

The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**WHEREAS**, intergovernmental agreements under Article IX, Section III, Paragraph I must “involve the provision of services, or . . . the joint or separate use of facilities or equipment, and deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide” (*City of Decatur v. DeKalb County*, 289 Ga. 612, 713 S.E.2d 846 (2011) (internal quotations omitted));

**WHEREAS**, the Parties entered into the above-described Intergovernmental Agreement on the **7th day of October, 2021**;

**WHEREAS**, the Intergovernmental Agreement provided for the construction of an access trail (“Access Trail”) connecting Main Street Park and the Dawson County Library;

**WHEREAS**, the Intergovernmental Agreement called for construction of an engineered bridge to cross a ditch or stream in the intended path of the Access Trail;

**WHEREAS**, the City has determined in consultation with the Environmental Protection Division that piping can be used to manage any normal flow of water in the ditch or stream and that, therefore, no bridge across the stream is necessary;

**WHEREAS**, the City has further determined that piping will be less expensive and safer for the public than a bridge; and

**WHEREAS**, the Parties find it necessary to amend certain provisions of the Intergovernmental Agreement to allow for construction of piping instead of a bridge;



**THEREFORE**, in consideration of the foregoing and the mutual benefits to the Parties of amending the Intergovernmental Agreement as described herein, the Parties agree as follows:

1.

To delete the tenth “WHEREAS” clause and insert in lieu thereof the following:

WHEREAS, the City of Dawsonville desires to construct a trail and related infrastructure that will provide pedestrian access between Main Street Park and the Dawson County Library; and

2.

To strike subparagraph a of paragraph 1 and insert in lieu thereof the following:

a. *Access Trail*: The City shall construct an Access Trail to provide access between Main Street Park and the Dawson County Library. The trail will be constructed by extending the asphalt from its present terminus in the north-easterly section of Main Street Park near the playground, with a paved walking path to connect to the paved parking lot behind the Dawson County Library. The trail is shown in white on the drawing attached as “Exhibit A” incorporated herein and made a part hereof by this express reference. The City shall also install a culvert, suitable and appropriate to prevent water in the ditch or stream from crossing, encroaching upon, or undermining the Access Trail. The culvert shall be 4 feet (48 inches) or larger and shall be appropriate to accommodate any volume or flow of water that ordinarily is present or exists in the ditch or stream, or reasonably could be expected to be present or exist during common weather events. The Access Trail shall be perpendicular to the culvert within the 25-foot buffer along the ditch or stream prescribed by O.C.G.A. § 12-7-6 of the Georgia Erosion and Sedimentation Act, and the line of the ditch or stream bed shall not be changed. The culvert and Access Trail shall be constructed according to best management practices under O.C.G.A. § 12-7-1 et seq., and the City shall make all reasonable efforts to avoid any need to obtain a variance of the 25-foot buffer. The culvert pipe shall be appropriately covered and/or surrounded with gravel and stone; the pipe, gravel and stone shall be covered with mulch or another aesthetically appropriate material so that they are substantially not visible from the Access Trail or surrounding vicinity.

3.

To amend subparagraph d of paragraph 1 to remove the word “bridge” from the first sentence and to insert in lieu thereof the words “related infrastructure.”

4.

To amend subparagraph a of paragraph 2 to remove the word “bridge” from the first sentence and to insert in lieu thereof the words “related infrastructure.”



5.

Except as expressly modified by this Amendment, all provisions of the Intergovernmental Agreement shall continue in full force and effect.

6.

This Amendment shall become effective on the date of its adoption.

IN WITNESS WHEREOF, the City and the County have caused this Amendment to be executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dawson County, Georgia

City of Dawsonville, Georgia

\_\_\_\_\_  
Billy Thurmond, Chairman

  
\_\_\_\_\_  
Mike Eason, Mayor

Attest:

Attest:

\_\_\_\_\_  
Clerk of Dawson County

  
\_\_\_\_\_  
Clerk, City of Dawsonville, Georgia



## INTERGOVERNMENTAL AGREEMENT

7 THIS Intergovernmental Agreement (this "Agreement") is made and entered into as of the day of October, 2021, by and between DAWSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and the CITY OF DAWSONVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") (collectively the "Parties").

### WITNESSETH:

**WHEREAS**, the parties are authorized to enter into this Intergovernmental Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts ("Intergovernmental Contracts Clause"); and

**WHEREAS**, the Intergovernmental Contracts Clause provides, in pertinent part, as follows:

The state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

**WHEREAS**, intergovernmental agreements under Article IX, Section III, Paragraph I must "involve the provision of services, or . . . the joint or separate use of facilities or equipment, and deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide" (*City of Decatur v. DeKalb County*, 289 Ga. 612, 713 S.E.2d 846 (2011) (internal quotations omitted)); and

**WHEREAS**, the City of Dawsonville has constructed a park in the City of Dawsonville identified as Main Street Park, which park is on land owned and operated by the City of Dawsonville on Tax Map Parcel No. D04 020; and

**WHEREAS**, Dawson County provides as one of its services the Dawson County Library, which Library is located on Allen Street and is situated on Tax Map Parcel 093 074 in the City of Dawsonville, Georgia; and

**WHEREAS**, the two tax map parcels in the previous clauses share a boundary; and

**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote literacy and reading through, *inter alia*, use and access to the Dawson County Library's facilities; and

**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote the health and welfare of citizens and visitors to the area by encouraging walking, exercise, and time spent outdoors; and

**WHEREAS**, it is in the best interests of the City of Dawsonville and Dawson County to promote means of travel between destinations other than by car to promote health, to minimize traffic, and to reduce pollution; and

**WHEREAS**, the City of Dawsonville desires to construct a trail, bridge, and related infrastructure which will provide pedestrian access between Main Street Park and the Dawson County Library; and

**WHEREAS**, the City of Dawsonville desires to construct additional trail infrastructure to permit exercise and enjoyment of nature between Main Street Park and the Dawson County Library.

**NOW THEREFORE**, in consideration of the mutual benefits to the City and County, and other good and valuable consideration set forth below, the Parties enter into this Intergovernmental Agreement upon the following terms, conditions, and stipulations:

**1. Plans.**

a. *Access Trail and Bridge:* The City shall construct an access trail to provide access between Main Street Park and the Dawson County Library. The trail will be constructed by extending the asphalt from its present terminus in the north-easterly section of Main Street Park near the playground, with a paved walking path to connect to the paved parking lot behind the Dawson County Library. The trail is shown in white on the drawing attached as "Exhibit A" incorporated herein and made a part hereof by this express reference. In addition to the access trail, the City shall construct a bridge pursuant to the professionally engineered designs attached hereto as "Exhibit B" and made a part hereof by this express reference. The bridge area is designed to traverse the land show in blue on Exhibit A.

b. *Interpretative Trail:* The City shall construct an interpretative trail to provide recreation, educational, and interpretative opportunities to the general public and the school system, said Interpretative Trail to be in the location approximately shown in green on Exhibit A.

c. *Signage and Maps:* The City shall install appropriate signage and maps to indicate the purpose of the trails and how to navigate the same at both ends of the trail and along the Interpretative Trail.

d. *Access:* To facilitate appropriate usage and access, the trails and bridge shall be designed and constructed so as to provide access via such motorized vehicles (ATV/UTV) as may be appropriate for trail maintenance, medical services, and law enforcement. The trails shall also be constructed and maintained so as to comply with any applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, or any other law which would apply to projects of this nature and which are designed to facilitate access in public accommodations

**2. Costs and Responsibilities.**

a. The City shall bear all costs of construction, maintenance, signage, upkeep and any other costs associated with the trails and bridge covered by this Agreement. In addition thereto, the City shall take such steps as are necessary to have these trails added to that property which is covered by the City's liability insurance policies and the County agrees to execute such documents as may reasonably be requested to effectuate that purpose.

b. The City shall be responsible for obtaining any and all permits from entities with jurisdiction over this project, be they local, state or federal, and shall be responsible for the cost and preparation of any and all required plans or submissions pertinent to the same.

c. The County agrees to grant the City access to their respective properties for the purpose of carrying out this Agreement, and to reasonably agree to execute such documents as may be necessary to carry out that access and the purpose of this Agreement.

**3. No Joint Venture.** The parties all agree that this is a project of the City of Dawsonville, and does not create a joint venture, partnership or any other kind of joint undertaking of the Parties hereto.

**4. Governing Law, Disputes and Venue.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any disputes or issues arise in connection with this Intergovernmental Agreement which cannot be resolved amicably, then either party shall have the right to request the other party participate in non-binding mediation. The mediator shall be mutually agreed upon, and the costs of the mediator shall be shared equally between the parties. In the event there is no request for mediation or mediation efforts fail, then any dispute or issues shall be resolved through litigation. In the event mediation is unsuccessful or deemed futile, the City and County shall each be entitled to pursue all available remedies at law or equity; provided that any action or suit related to this Intergovernmental Agreement shall be brought in the Superior Court of Dawson County, Georgia, and the parties hereby submit to the jurisdiction and venue of such court.

**5. Entire Agreement/Amendment.** This Intergovernmental Agreement contains the entire agreement of the parties as to the matters discussed herein, and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Intergovernmental Agreement. This Intergovernmental Agreement may be modified or amended only in writing properly executed by both parties.

**6. Assignment.** This Intergovernmental Agreement may be assigned by either party only with the consent of the other party.

**7. Severability.** If any portion of this Intergovernmental Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Intergovernmental Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**8. Third Party Beneficiaries.** This Intergovernmental Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons



or authorize anyone not a party to this Intergovernmental Agreement to maintain an action pursuant to the terms or provisions of this Intergovernmental Agreement.

**9. Notification.** Any notices required to be given pursuant to the provisions of this Intergovernmental Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Dawson County  
County Manager  
25 Justice Way  
Dawsonville, Georgia 30534

To City of Dawsonville  
City Manager  
415 Hwy. 53 East  
Dawsonville, Georgia 30534

**10. Authority.** Each of the individuals executing this Intergovernmental Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Intergovernmental Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Intergovernmental Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

**11. Records.** Each party shall maintain any records relating to matters covered by this Intergovernmental Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Intergovernmental Agreement.

**12. Modification; Waiver.** No modification or waiver of any of the terms and conditions of this Intergovernmental Agreement shall be effective unless such modification or waiver is expressed in a writing executed by each of the parties hereto.

**13. Force Majeure.** Neither the County, nor the City shall be liable for their respective nonnegligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Intergovernmental Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Intergovernmental Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**14. Counterparts.** This Intergovernmental Agreement may be executed in multiple counterparts, and each counterpart shall be considered an original.

**15. Interpretation.** The parties hereto have cooperated in the preparation of this Intergovernmental Agreement, and hence, it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.

**IN WITNESS WHEREOF**, the City and the County have caused this Intergovernmental Agreement to be executed under seal as of the Effective Date first written above.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

Dawson County, Georgia

  
\_\_\_\_\_  
Billy Thurmond, Chairman

City of Dawsonville, Georgia

  
\_\_\_\_\_  
Michael Eason, Mayor

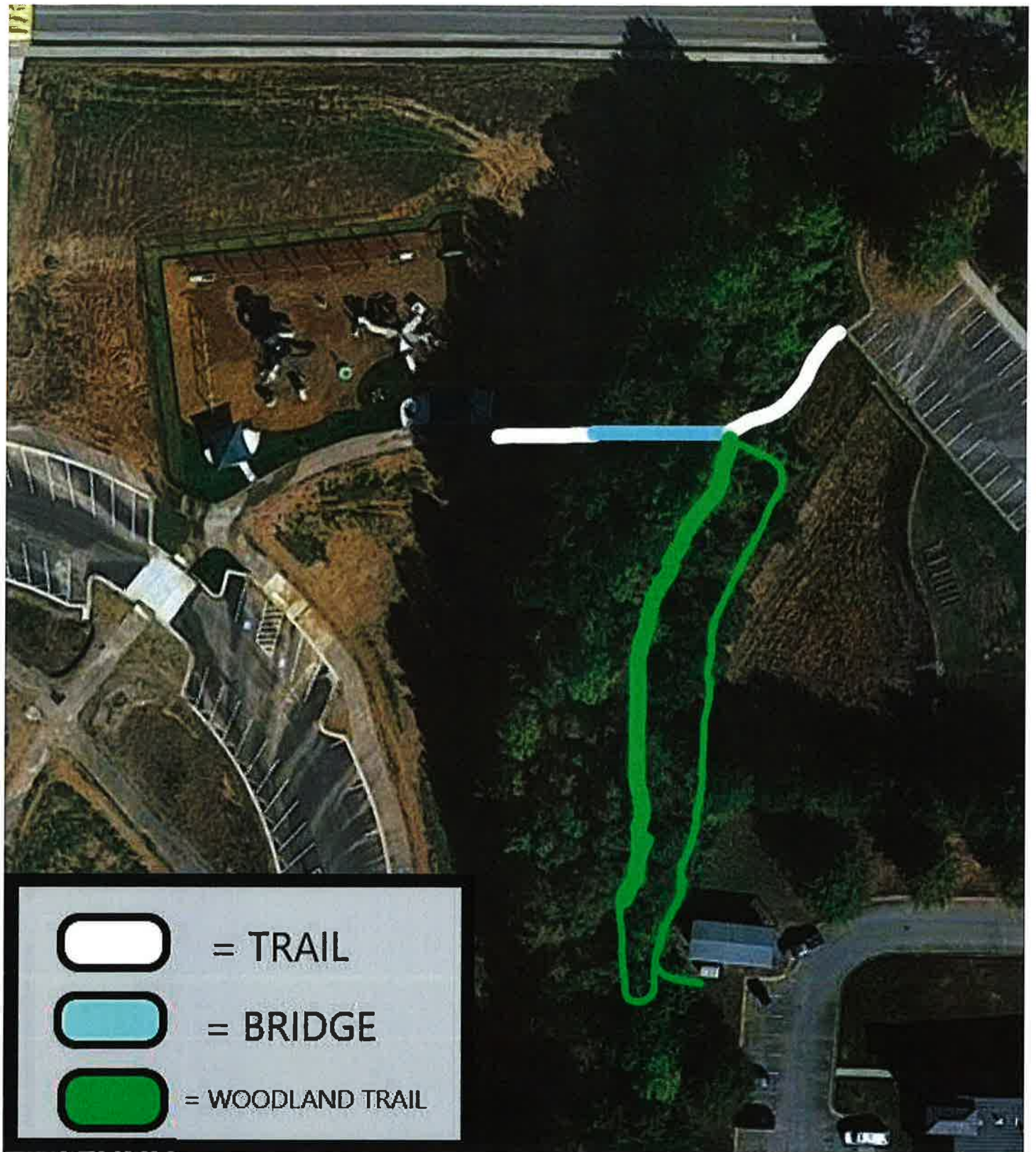
Attest:

  
\_\_\_\_\_  
Krista Cloud  
Clerk of Dawson County

Attest:

  
\_\_\_\_\_  
Marya Bauer  
Clerk, City of Dawsonville, Georgia



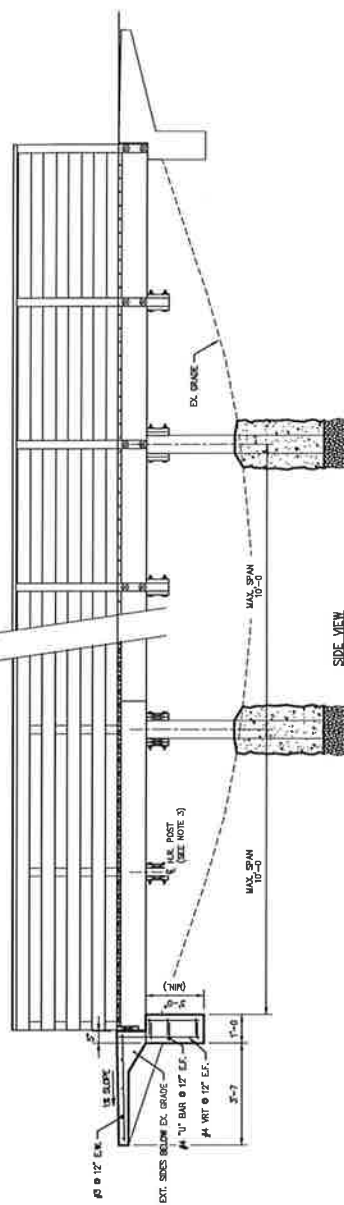
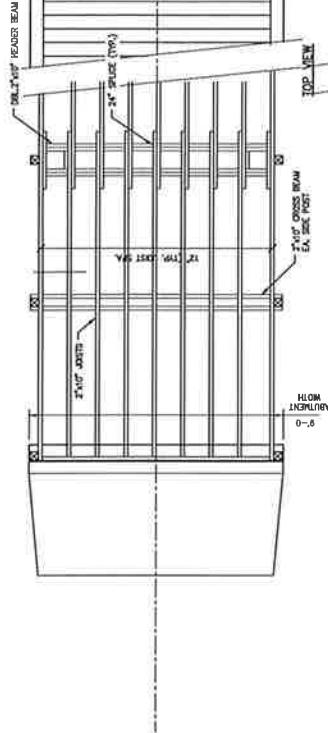


# MATERIAL SELECTION CHART

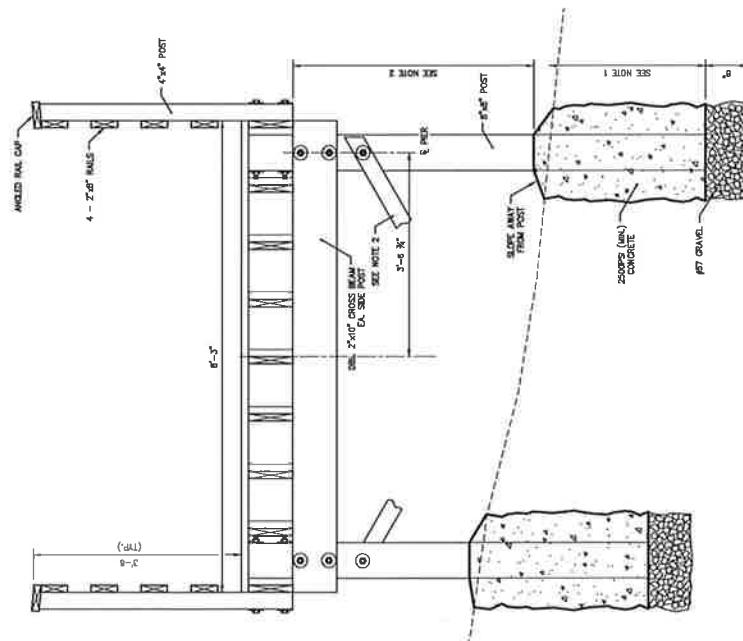
LUMBER	GRADE	FASTENERS
SOUTHERN PINE	NOF 225 #	2x2x
CEDAR	SELECT	306 S.S.
COMPOSITE	-	AS RECOMMENDED BY MFG.

## NOTES:

1. FOUNDATION SHALL BE 18" # 4 REINFORCED. DEPTH SHALL BE TO STABLE GROUND (MAX. 3' DEPTH).
2. IF POST EXTENSION IS GREATER THAN 4', AND 2"x4" CROSS BRACING.
3. IF SPAN IS GREATER THAN 7', AND 4"x6" ALG. POST AT MIDSPAN.
4. ALL TROUGH FASTENERS SHALL BE 3/4" # 8 BOLTS w/ 3/4" FLAT WASHERS, E.S.
5. 2"x8" DECK BOARDS SHALL BE FASTENED TO JOISTS w/ 3 - 8d"x" SCREWS.



WOODEN BRIDGE PLANS  
1" = 2"



WOODEN BRIDGE SECTION  
1" = 1"

CITY OF DAWSONVILLE, GEORGIA  
WOODEN UTILITY BRIDGE

## PLAN & PROFILE

SCALE: AS SHOWN DATE: FEBRUARY 2021

SHEET 1 OF 1



ENGINE CERTIFICATION NO. 22351





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: BOC

Work Session: October 6, 2022

Prepared By: Natalie Johnson

Voting Session: \_\_\_\_\_

Presenter: Billy Thurmond

Public Hearing: Yes \_\_\_\_\_ No \_\_\_\_\_

Agenda Item Title: Presentation of Proposed FY 2023 Budget

### Background Information:

Annually, the Chairman presents his proposed budget for the upcoming budget year. Three public hearings will follow and the budget must be adopted no later than December 31<sup>st</sup> of the current year.

### Current Information:

Budget Public Hearing #1 – October 20, 2022, Work Session

Budget Public Hearing #2 – October 20, 2022, Voting Session

Budget Public Hearing #3 / Tentative Budget Adoption – November 3, 2022, Voting Session

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: x Budgeted: Yes \_\_\_\_\_ No x

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 9/19/22

County Manager Authorization: David Headley

Date: 9-19-2022

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

# DAWSON COUNTY GOVERNMENT PROPOSED BUDGET PRESENTATION FY 2023



Presented by:  
Chairman Billy Thurmond  
October 6, 2022

# Budget Goals

- ▶ Prepare a realistic, revenue based budget.
- ▶ Budget conforms to the reduced millage rate from 7.625 to 7.2225.
- ▶ Provide same or improved level of funding for all departments—thus improving level of service.
- ▶ Provide all departments/agencies the opportunity to present their requests to the full Board during public hearings.



# Budget Challenges

- ▶ Increased personnel costs from pay increases granted during the last 3+ years
- ▶ Increasing operational needs of multiple departments
- ▶ Anticipate any foreseeable changes in revenue sources
- ▶ Maintain strong fund balance

# Increases for Personnel Costs

<u>YEAR</u>	<u>COST*</u>	<u>\$ Change</u>	<u>% Change</u>
2019	\$ 19,547,657 (Actual)		
2020	\$ 21,355,731 (Actual)	\$ 1,808,074	9.25%
2021	\$ 22,935,479 (Actual)	\$ 1,579,748	7.40%
2022	\$ 26,307,062 (Current budget)	\$ 3,371,583	14.70%
2023	\$ 28,931,238	\$ 2,624,176	9.98%

**\*These numbers include salary and benefits**

# General Fund

- ▶ Main operating fund of the County. All property tax received by the County government provides revenue to the General Fund.
- ▶ In this proposed budget, property tax provides 38.26% of revenue for General Fund.
- ▶ L.O.S.T. provides 28.16% of revenue



# Where we started.....

- ▶ General Fund operating requests totaled \$35,043,410.
- ▶ Over \$9.6 million in capital requests to be funded in FY 23.
- ▶ Over \$2.7 million in new personnel/salary change requests.

FY 2022 Original Budget was \$32,486,680

FY 2022 Current budget is \$35,118,395

# General Fund Revenue Changes

- ▶ In 2021, the County received word it would receive \$5 million from the Federal Government as a part of the American Rescue Plan Act (ARPA). The Board made the decision to use these funds to offset the cost of pay increases for First Responders.
- ▶ In this proposed budget, those funds are programmed to help cover salary increases provided to First Responders– includes Sheriff officers, Emergency Services and Public Works. Those costs total over \$1.6 million for 2023 and are budgeted in Special Revenue fund 230. This funding will help cover these costs for the next 2 years.
- ▶ This proposed budget includes use of fund balance (reserves) of \$2,098,495 or 5.63% of revenue.

# ARPA FUNDS

**COUNTY TOTAL AWARD**

**\$ 5,071,173.00**

	<b><u>Total allocated to ARPA</u></b>	<b><u>COVID PTO*</u></b>
FY 21 (Actual)	\$ 1,101,278.00	\$ 71,767.84
FY 22 (Budget)	\$ 1,670,021.00	\$ 142,367.00
FY 23 (Budget)	\$ 1,640,207.00	\$ 100,000.00
FY 24 (Budget)	<u>\$ 659,667.00</u>	
<b>Total</b>	<b><u>\$ 5,071,173.00</u></b>	

\*NOTE: THESE FUNDS HAVE BEEN USED TO PROVIDE COVID-PTO FOR ALL DEPARTMENTS.

# Proposed General Fund Revenues

	FY 2023 Proposed	FY 2022 Amended	% Change	FY 2022 Original	% of revenue
Property Taxes	14,267,096	12,604,780	13.19%	12,604,780	38.26%
L.O.S.T.	10,500,000	9,300,000	12.90%	9,300,000	28.16%
Other taxes	5,316,500	5,035,200	5.59%	5,035,200	14.26%
Licenses & Permits	1,331,450	1,240,550	7.33%	1,240,550	3.57%
Intergovt. Revenues	397,000	338,500	17.28%	338,500	1.06%
Charges For Services	2,694,920	2,587,623	4.15%	2,523,116	7.23%
Fines & Forfeitures	378,500	311,000	21.70%	301,000	1.01%
Investment Income	13,225	42,050	-68.55%	42,050	0.04%
Donations	-	30,803	-100.00%	-	0.00%
Miscellaneous Revenue	183,575	398,262	-53.91%	181,800	0.49%
Transfers In	111,860	75,000	49.15%	75,000	0.30%
Use Of Fund Balance	2,098,495	3,154,627	-33.48%	844,684	5.63%
<b>Totals</b>	<b>\$ 37,292,621</b>	<b>\$ 35,118,395</b>	<b>6.19%</b>	<b>\$ 32,486,680</b>	<b>100.00%</b>

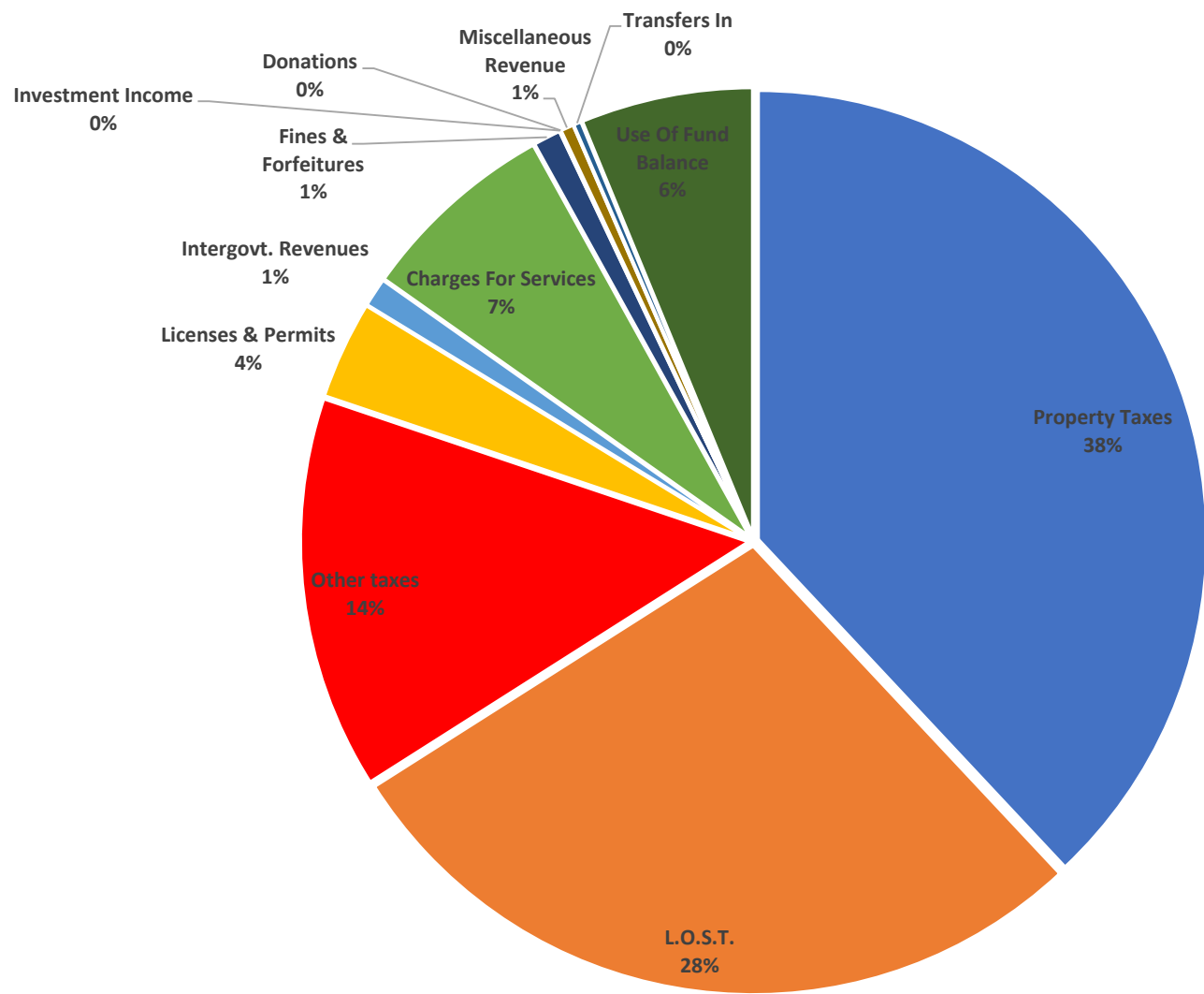
Change from Original Budget

14.79%

\$ 4,805,941



# Revenue Sources



- Property Taxes

■ L.O.S.T.

■ Other taxes

■ Licenses & Permits
- Intergovt. Revenues

■ Charges For Services

■ Fines & Forfeitures

■ Investment Income
- Donations

■ Miscellaneous Revenue

■ Transfers In

■ Use Of Fund Balance

# Proposed General Fund Expenditures by Function

	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Budget Amended</b>	<b>% Change</b>	<b>FY 2022 Budget Original</b>
General Government	7,669,172	6,832,748	12.24%	6,646,131
Judicial	4,440,184	4,087,116	8.64%	3,873,181
Public Safety-Sheriff	10,270,805	9,097,957	12.89%	8,887,258
Public Safety	7,159,237	6,171,710	16.00%	6,054,459
Public Works	2,174,497	1,958,768	11.01%	1,910,536
Health & Welfare	381,168	454,870	-16.20%	373,304
Recreation & Culture	1,932,986	1,967,450	-1.75%	1,735,485
Housing & Development	1,363,869	1,252,581	8.88%	1,273,381
Transfers out (uses)	1,900,703	3,295,195	-42.32%	1,732,945
<b>Totals</b>	<b>37,292,621</b>	<b>35,118,395</b>	<b>6.19%</b>	<b>32,486,680</b>

**Change from Original Budget      14.79%**

# General Government

	FY 2023 Proposed Budget	FY 2022 Budget Amended	FY 2022 Budget Original	% Change From Amended
Board of Commissioners	211,700	176,636	176,206	19.85%
County Administration	272,349	263,967	248,293	3.18%
Elections/Registrar	364,872	402,957	388,305	-9.45%
General Government	2,056,742	1,191,645	1,492,816	72.60%
Finance	672,271	653,757	623,962	2.83%
Information Technology	907,474	925,787	777,947	-1.98%
Human Resources	267,989	262,089	246,940	2.25%
Tax Commissioner	507,073	514,021	496,400	-1.35%
Tax Assessor	614,286	590,134	563,236	4.09%
Board of Equalization	20,545	21,621	21,621	-4.98%
Risk Management	426,634	529,871	398,800	-19.48%
Facilities	1,139,546	1,186,540	1,102,867	-3.96%
Public Relations	116,717	113,723	108,738	2.63%
GIS	90,974			
<b>Total General Government</b>	<b>7,669,172</b>	<b>6,832,748</b>	<b>6,646,131</b>	<b>12.24%</b>
<b>Change from 2022 Original Budget</b>				<b>15.39%</b>

# Judicial

	FY 2023 Proposed Budget	FY 2022 Budget Amended	FY 2022 Budget Original	% Change From Amended
Superior Court	691,127	678,777	660,141	1.82%
Clerk of Court	761,678	733,769	651,706	3.80%
District Attorney	871,869	852,724	830,828	2.25%
Magistrate Court	558,640	548,387	494,375	1.87%
Probate Court	404,331	376,068	347,172	7.52%
Juvenile Court	378,747	355,521	354,599	6.53%
Public Defender	561,609	541,870	534,360	3.64%
Treatment Court	212,183			
<b>Total Judicial</b>	<b>4,440,184</b>	<b>4,087,116</b>	<b>3,873,181</b>	<b>8.64%</b>
<b>Change from 2022 Original Budget</b>				<b>14.64%</b>



# Public Safety

	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Budget Amended</b>	<b>FY 2022 Budget Original</b>	<b>% Change From Amended</b>
Marshals	296,569	291,582	279,072	1.71%
Fire	2,979,422	2,529,954	2,486,483	17.77%
Fire Marshal & Prevention	34,835	29,256	23,510	19.07%
EMS	3,387,698	2,890,146	2,843,635	17.22%
Coroner	157,974	134,365	129,352	17.57%
EMA	129,939	136,407	132,407	-4.74%
Humane Society	172,800	160,000	160,000	8.00%
<b>Total Public Safety</b>	<b>7,159,237</b>	<b>6,171,710</b>	<b>6,054,459</b>	<b>16.00%</b>
<b>Change from 2022 Original Budget</b>				<b>18.25%</b>

# Sheriff

	FY 2023 Proposed Budget	FY 2022 Budget Amended	FY 2022 Budget Original	% Change From Amended
Sheriff	4,743,178	4,318,946	4,251,358	9.82%
Sheriff-K-9	49,850	34,350	34,350	45.12%
Sheriff-Jail	3,985,510	3,251,689	3,182,534	22.57%
Sheriff-School Traffic Mgmt.	60,000	60,000	60,000	0.00%
Sheriff-School Resource Officers	514,672	474,199	467,556	8.54%
Sheriff- Donations	-	49,457	-	-100.00%
Sheriff-Court Services	895,065	887,186	869,330	0.89%
Sheriff-Special Event Officers	22,530	22,130	22,130	1.81%
<b>TOTAL SHERIFF</b>	<b>10,270,805</b>	<b>9,097,957</b>	<b>8,887,258</b>	<b>12.89%</b>
<b>Change from 2022 Original Budget</b>				<b>15.57%</b>

# Public Works

## PUBLIC WORKS

	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Budget Amended</b>	<b>FY 2022 Budget Original</b>	<b>% Change From Amended</b>
Public Works -Admin	300,195	233,507	227,195	28.56%
Roads Department	1,859,369	1,712,123	1,670,308	8.60%
Keep Dawson Co. Beautiful	14,933	13,138	13,033	13.66%
<b>Total Public Works</b>	<b>2,174,497</b>	<b>1,958,768</b>	<b>1,910,536</b>	<b>11.01%</b>
<b>Change from 2022 Original Budget</b>				<b>13.82%</b>

# Health & Welfare

	FY 2023 Proposed Budget	FY 2022 Budget Amended	FY 2022 Budget Original	% Change From Amended
Health Department	162,000	162,000	162,000	0.00%
Good Shepherd Clinic	30,000	30,000	30,000	0.00%
Avita	10,000	7,500	7,500	33.33%
CASA	9,000	9,000	9,000	0.00%
DFACS	35,300	35,300	35,300	0.00%
No one alone (NOA)	5,000	5,000	5,000	0.00%
Indigent Welfare	7,000	7,000	7,000	0.00%
Senior Center	116,338	114,555	111,254	1.56%
Senior Services Donations	-	77,970	-	-100.00%
Medicare Silver Sneakers	6,530	6,545	6,250	-0.23%
<b>Total Health &amp; Welfare</b>	<b>381,168</b>	<b>454,870</b>	<b>373,304</b>	<b>-16.20%</b>

**Change from 2022 Original Budget**

**2.11%**



# Recreation & Culture

	FY 2023 Proposed Budget	FY 2022 Budget Amended	FY 2022 Budget Original	% Change From Amended
Park	1,398,936	1,297,880	1,237,704	7.79%
Park Donations	-	50,370	-	-100.00%
Park Women's Club	-	219	-	-100.00%
Park Pool	44,836	40,530	39,030	10.62%
War Hill Park	39,214	153,451	33,751	-74.45%
Library	450,000	425,000	425,000	5.88%
<b>Total Recreation &amp; Culture</b>	<b>1,932,986</b>	<b>1,967,450</b>	<b>1,735,485</b>	<b>-1.75%</b>
<b>Change from 2022 Original Budget</b>				<b>11.38%</b>

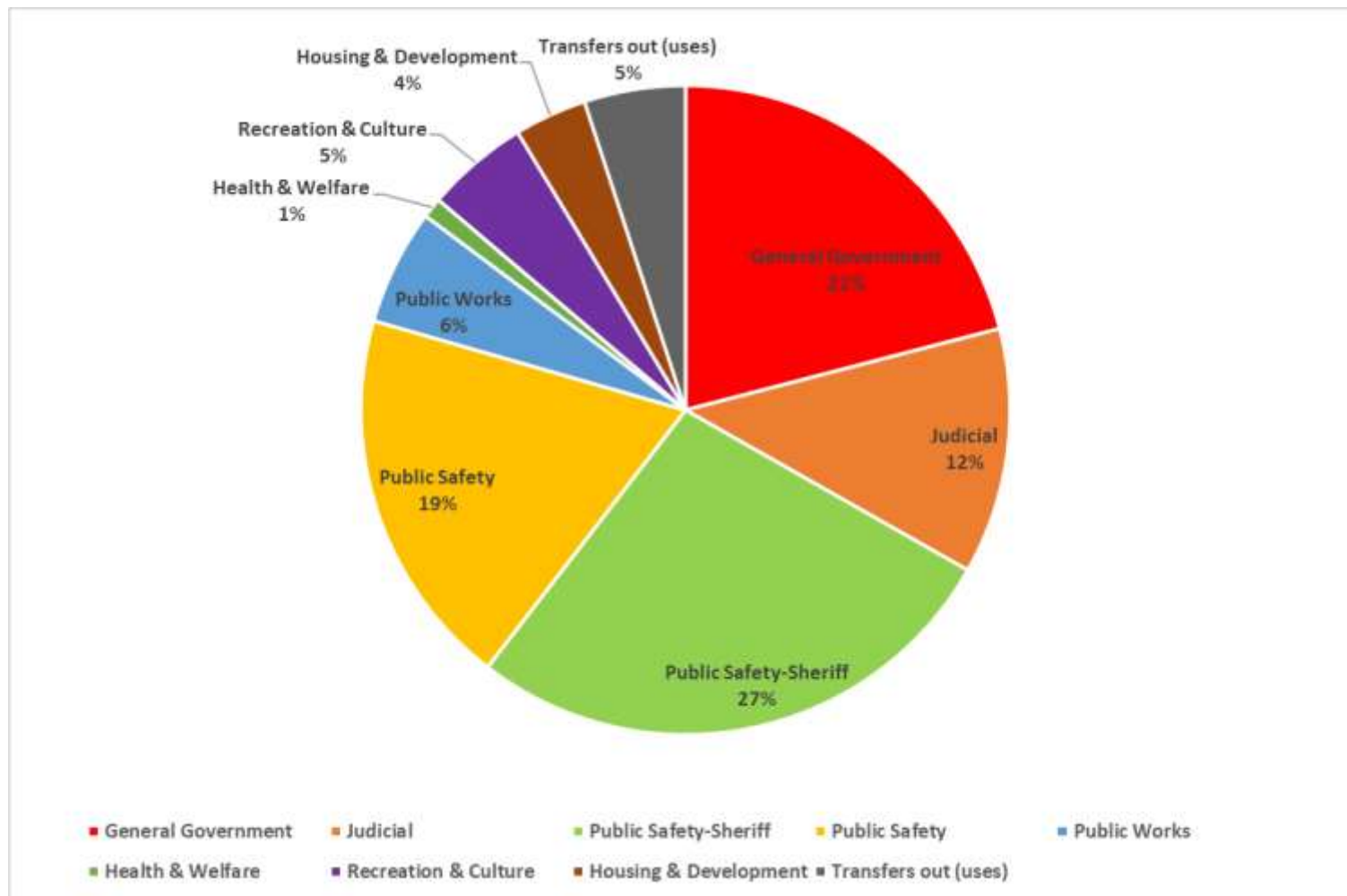
# Housing & Development

	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Budget Amended</b>	<b>FY 2022 Budget Original</b>	<b>% Change From Amended</b>
County Extension	114,168	99,190	95,738	15.10%
Planning & Development	949,701	913,391	937,643	3.98%
Development Authority	300,000	240,000	240,000	25.00%
<b>Total Housing &amp; Development</b>	<b>1,363,869</b>	<b>1,252,581</b>	<b>1,273,381</b>	<b>8.88%</b>
<b>Change from 2022 Original Budget</b>				<b>7.11%</b>

# Other financing uses

	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Budget Amended</b>	<b>FY 2022 Budget Original</b>	<b>% Change From Amended</b>
Transfer out to Family Connection	49,041	45,852	44,488	6.95%
Transfer out to Grants	807,458	699,816	742,772	15.38%
Transfer out to Capital	17,000	1,616,330	53,000	-98.95%
Transfer out to SW Fund		14,520		
Transfer out to Fleet	420,781	360,651	347,942	16.67%
Transfer out to E-911	606,423	474,845	464,700	27.71%
Transfer out to DCARGIS	-	83,181	80,043	-100.00%
	<b>1,900,703</b>	<b>3,295,195</b>	<b>1,732,945</b>	<b>-42.32%</b>
<b>Change from 2022 Original Budget</b>				<b>9.68%</b>

# Expenditure allocation





# Proposed budget highlights

- ▶ Added \$1 million to budget for Salary contingency
- ▶ \$1.6 million of personnel costs (for First responders) moved from General fund to special ARPA fund
- ▶ Many capital requests proposed to be funded out of SPLOST VI remaining funds
- ▶ \$342,392 budgeted for debt service
- ▶ GIS has been moved from a separate fund and budgeted in General Fund

# Proposed new Personnel

In this budget proposal:

3 part-time Firefighter/Paramedic positions and  
3 part-time Firefighter/EMT positions to be changed  
to full-time.

With the elimination of other PT positions, this will  
be cost neutral to the budget.

# Capital Projects Fund

- ▶ Capital Projects Fund is funded by transfers from General Fund.
- ▶ This budget proposes one item to be purchased using Capital Projects Funding.
  - \$17,000 for a mower for Parks

# SPLOST VI

SPLOST VI collections ended June 30, 2021.

\$4,000,000 budgeted to be used for projects as needed. These projects will follow the guidelines set by the resolution that approved SPLOST VI.



# SPLOST VII

- ▶ SPLOST VII Collections began July 1, 2021
- ▶ \$11,685,000 in sales tax revenue budgeted to be received in 2023

# SPLOST VII

## SPLOST VII BUDGET/PLAN OF PROJECTS FOR FY 2023

Level II Project - EOC/Communications **\$4,000,000** (Project will be completed in FY 24 ?  
and will require additional funding)

<u>Project</u>	<u>Estimated Cost</u>
IT	\$ 200,000
Fire Engine replacement	750,000
Ambulance replacement	460,000
Courthouse Security Upgrade	1,500,000
Sheriff Vehicles	250,000
PW Vehicles/Equipment	625,000
County Roads/Culverts	2,700,000
County admin vehicle/equipment	300,000
Fueling Center	600,000
Warhill Park Playground	300,000
County Projects	7,685,000
Level Two	<b>4,000,000</b>
<b>TOTAL FOR FY 23</b>	<b>\$ 11,685,000</b>

# Grant Transfers

<u>GRANT NAME</u>	<u>GRANT AWARD</u>	<u>COUNTY MATCH/BUDGET</u>
VOCA	\$ 74,419	in kind
Treatment Court	273,984	in kind
Family Treatment Court	108,696	in kind
K-9	112,000	-
H.E.A.T. Grant	120,731	24,147
Bulletproof Vest Grant	13,710	6,855
GA Forestry	10,000	5,000
EMPG	15,568	7,784
EMS Trauma Equipment Grant	5,000	-
Hazard Mitigation	30,000	4,500
LMIG	573,142	132,264
Legacy Link	500,000	439,080
Legacy Link (Respite Care)	45,000	28,742
DOT Capital Grant	25,000	25,000
Transit	306,170	84,086
<b>Totals</b>	<b>\$ 2,213,420</b>	<b>\$ 757,458</b>

# All Funds Proposed Budgets

<b>FUND</b>	<b>FY 2023 Proposed Budget</b>	<b>FY 2022 Amended Budget</b>	<b>% Change</b>
General Fund	37,292,621	35,118,395	6.19%
D.A.T.E Fund	25,000	25,000	0.00%
Jail Fund	34,900	34,900	0.00%
LVAP (Crime Victims)	17,350	17,350	0.00%
Law Library	24,360	24,360	0.00%
Family Connection	101,570	250,673	-59.48%
Inmate Welfare	85,000	85,000	0.00%
DA Forfeiture	1,500	3,000	-50.00%
Confiscated Assets -Sheriff	10,700	10,700	0.00%
Emergency 911	1,157,123	1,150,045	0.62%
ARPA Local Fiscal Recovery	1,640,207	1,670,021	-1.79%
Multiple Grants Fund	2,263,420	2,414,070	-6.24%
Hotel-Motel Tax	572,000	602,991	-5.14%
SPLOST VI	4,000,000	7,212,000	-44.54%
SPLOST VII	11,685,000	12,000,000	-2.63%
Capital Projects	17,000	2,074,550	-99.18%
Solid Waste	650,000	991,233	-34.43%
DCAR GIS	-	88,181	-100.00%
Fleet & Fuel	422,006	417,378	1.11%
Inmate Escrow	80,000	80,000	0.00%
Impact Fees	1,312,500	4,666,775	-71.88%
<b>Total ALL FUNDS</b>	<b>61,392,257</b>	<b>68,936,622</b>	<b>-10.94%</b>



# FY 2023 Public Budget Hearings

- ▶ 4:00 p.m. Thursday, October 20, 2022 – Public Comment on Proposed FY 2023 Budget
- ▶ Following Work Session at 4:00 (during the Voting Session) Thursday, October 20, 2022 – Public Comment on Proposed FY 2023 Budget
- ▶ Following Work Session at 4:00 (during the Voting Session) Thursday, November 3, 2022 – Public Comment on Proposed FY 2023 Budget
- ▶ At the November 3, 2022, Voting Session, the Board will consider and may adopt the FY 2023 Budget.

# In closing.....

Thank you to elected officials, department heads and agencies and their staff in their assistance with this budget process.

