

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, JUNE 2, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

UNFINISHED BUSINESS

1. Presentation of Single Bathroom for Rock Creek Park-Splash Pad Pavilion- Parks & Recreation Director Matt Payne (*Last Discussed at the March 17, 2022, Work Session and April 7, 2022, Voting Session*)
2. Presentation of RFI #404-22 - Professional Services to Perform MS4 Stormwater Management Program- County Manager David Headley / Purchasing Manager Melissa Hawk (*Last Discussed at the March 17, 2022, Work Session and April 7, 2022, Voting Session*)

NEW BUSINESS

1. Presentation of FY 2022 Legacy Link Contract Addendum No. 2- Senior Services Director Dawn Johnson
2. Presentation of an Intergovernmental Agreement Between the City of Dawsonville and Dawson County Concerning the Distribution of Local Option Sales Tax (LOST) and a Resolution Approving a LOST Agreement with the City of Dawsonville- County Attorney Angela Davis
3. County Manager Report
4. 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: Parks & Recreation

Work Session: 06/02/2022

Prepared By: Melissa Hawk

Voting Session: 06/02/2022

Presenter: Matt Payne

Public Hearing: Yes No

Agenda Item Title: Discussion of Single Bathroom for the Rock Creek Splash Pad Pavilion

Background Information:

On May 6, 2021, the Board approved SPLOST VI overage funds to be used on several Parks & Recreation projects. An IFB was released on January 25, 2022, opening on March 2, 2022. One bid was received from Crown Services Contractors, in the negotiated amount of \$169,883.00. On April 7, 2022, the Board voted to reject the single offer received and for staff to look at other options and/or opportunities for this project.

Current Information:

It has come to the attention of the Parks & Recreation department that the Rotary Club would like to have the restroom constructed at no cost to the county, to complete the Splash Pad and Pavilion area for visitors of Rock Creek Park. Anticipated cost of the project is expected not to exceed \$115,000.00

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff recommends that the Board accepts the offer to donate the construction of a turn-key single bathroom at the Rock Creek Splash Pad Pavilion, with no cost to the county.

Department Head Authorization: Matt Payne

Date: 05/24/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 5/25/22

County Manager Authorization: David Headley

Date: 5-25-2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Manager/Public Works

Work Session: 06/02/2022

Prepared By: Melissa Hawk

Voting Session: 06/16/2022

Presenter: David Headley

Public Hearing: Yes No

Agenda Item Title: RFI #404-22 Professional Services for the Dawson County MS4 Stormwater Management Program

Background Information:

On 3/17/2022, Denise Farr presented a request for additional staff for the MS4 Stormwater Management Program. On 4/7/2022, the BOC tabled the item until alternative pricing could be received for a professional service contract.

Current Information:

On April 14, 2022, Purchasing released a Request for Information to approximately 860 vendors. One offer received from Ensite Civil Consultants. Task 1: \$91,000.00 annually; task 2: \$11,000.00 annually; Task 3: \$150/hour; and Task 4: \$47,000.00.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____.

Department Head Authorization: David Headley

Date: 05/20/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 5/23/22

County Manager Authorization: David Headley

Date: 5/20/2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation



Aerial View of War Hill Park

RFI #404-22 Professional Services to Perform the Dawson County Stormwater Management Program

Work Session – May 5, 2022

Background

- ❖ On March 17, 2022, Public Works Director, Denis Farr, presented a request for additional staff for the MS4 Stormwater Management Program.
- ❖ On April 7, 2022, the BOC tabled the item until alternative pricing could be received for a professional service contract.
- ❖ On April 14, 2022, Purchasing released a Request for Information to approximately 860 vendors. One offer was received.



Scope of Work

❖ **Scope of Work:**

❖ **Task 1: Compliance with Dawson County NPDES Stormwater Permit**

- The Respondent shall provide all necessary services, materials, labor, equipment, tools, etc. to ensure compliance with Dawson County's National Pollutant Discharge Elimination System (NPDES) stormwater permit (including all minimum control measures). For clarity pertaining to Control Measure #4, the Respondent will be required to review plans, attend plan review meetings, provide recommendations/corrections to engineers, co-ordinate and perform field inspections, and provide all necessary follow up measures required to comply with EPD requirements. The Respondent shall also be required to participate in meetings with Dawson County's Public Works Department for coordination and development of deliverables for this project. For budgetary purposes, assume a total of 2 meetings per month with each meeting having an approximate 1-hour duration period.

Scope of Work

❖ Scope of Work Continued

❖ Task 2: MS4 Permit Annual Report

- Permittees must complete an annual report documenting all MS4 Permit related activities, compliance measures and progress towards measurable goals. The Respondent will prepare Dawson County's FY 2022 annual report and submit the report to EPD. If revisions or additional information is required by EPD, pertaining to said submittal, the Respondent will provide all such information. The Respondent will continue to supply any and all requested information until compliance is obtained.

❖ Task 3: Attendance of Board Meetings

- The Respondent may be requested to attend / present information to Dawson County's Board of Commissioners. Estimated duration period for each meeting is 2 hours (this does not include travel time).

Scope of Work

❖ Scope of Work Continued

❖ **Task 4: Annual Submission of Stormwater Management Plan**

- Dawson County's SWMP is required to be updated and submitted to EPD by December 31, 2022. The County's SWMP requires approval by June 2023. The Respondent shall update the County's SWMP and submit to EPD. If revisions or additional information is required by EPD, pertaining to said submittal, the Respondent will provide all such information. The Respondent will continue to supply any and all requested information until compliance is obtained.

❖ **DAWSON COUNTY RESPONSIBILITIES**

- Dawson County responsibilities shall include:
 1. Dawson County will designate a single contact person within the Public Works Department who will serve as the prime contact regarding this project.
 2. Furnish relevant existing data, records, documents, plans, procedures, forms, etc.
 3. Provide relevant internal contact information for plan reviews, field inspections, etc.
 4. All GIS information relating to stormwater structure(s) location and condition will be provided to the Public Works. This information will be relayed to the County's GIS Department.

Scope of Work

❖ SCHEDULE

- **Task 1: Compliance with Dawson County NPDES Stormwater Permit**
 - Task 1 shall begin with the NTP (Notice to Proceed) and end December 31, 2022.

- **Task 2: MS4 Permit Annual Report**
 - Task 2 shall begin Fall 2022 and end with compliance / approval from EPD.

- **Task 3: Attendance of Board Meetings**
 - Task 3 shall begin with the NTP (Notice to Proceed) and end December 31, 2022.

- **Task 4: Annual Submission of Stormwater Management Plan**
 - Task 4 shall begin Fall of 2022 and end with compliance / approval from EPD.

Pricing Information Received

Tasks	Ensite Civil Consultants, LLC
Task 1: Compliance with Dawson County NPDES Stormwater Permit - Lump Sum Annually	\$ 91,000.00
Task 2: MS4 Permit Annual Report - Lump Sum Annually	\$ 11,000.00
Task 3: Attendance of Board Meetings - Hourly	150/Hr
Task 4: Annual Submission of Stormwater Management Plan	\$ 47,000.00
Total	\$ 149,000.00



Sun Rise at War Hill Park

Photo By: John Lees



Thank you for your time.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: June 2, 2022

Prepared By: Dawn Johnson

Voting Session: June 2, 2022

Presenter: Dawn Johnson

Public Hearing: Yes No X

Agenda Item Title: Approval of FY2022 Legacy Link Addendum #2

Background Information:

Addendum #2 to provide for extra meals in the amount of \$431.00.

Current Information:

FY2022 Addendum #2: State Funds - \$431.00; County Match - \$0.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve the FY2022 Addendum #2

Department Head Authorization: Dawn Johnson

Date: 5-24-2022

Finance Dept. Authorization: Vickie Neikirk

Date: 5/25/22

County Manager Authorization: David Headley

Date: 5-25-2022

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



May 20, 2022

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

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the FY-2022 Addendum #2 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2021 - June 30, 2022.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at lgearls@legacylink.org.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark". The signature is written in a cursive style.

Linda Earls Clark
Financial Specialist

Enclosure

**ADDENDUM NO. 2
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND DAWSON COUNTY COMMISSION
FOR THE PROVISION OF NUTRITION PROGRAM AND ENTERED INTO ON THE FIRST
DAY OF JULY, 2021.

Said agreement is amended to read as follows.

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 32,546 units of home-delivered nutrition services to 151 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty Eight Thousand Four Hundred Ten Dollars (\$68,410.00).

(c) The Legacy agrees to provide federal and state funds for home-delivered meals in the amount of Fifty Four Thousand Two Dollars (\$54,002.00).

6. Non-Federal Funds.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds 32,546 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Seventy Seven Thousand One Hundred Fifty Eight Dollars (\$77,158.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Three Hundred

Nineteen Thousand Eight Hundred Seventy Four Dollars (\$319,874.00) .

All other terms and conditions of this agreement remain unchanged .

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
Dawson COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

**STATE OF GEORGIA
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DAWSONVILLE AND DAWSON COUNTY REGARDING
THE DISTRIBUTION OF LOCAL OPTION SALES TAXES (LOST)**

THIS AGREEMENT, effective as of _____, 2021, is by and between the **CITY OF DAWSONVILLE**, a Georgia municipal corporation (“City”), and **DAWSON COUNTY**, a political subdivision of the State of Georgia (“County”) (collectively, the “Parties”).

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and the County are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both the City and the County are authorized by law to undertake or provide; and

WHEREAS, O.C.G.A. § 48-8-80, *et seq.*, authorizes the levy of a local option sales tax (“LOST”) within a special tax district that includes the City and the County, and sets forth the process to determine the division of revenue generated by the LOST; and

WHEREAS, O.C.G.A. § 48-8-80, *et seq.*, requires counties and cities to periodically renegotiate the distribution or revenues received from the LOST.

WHEREAS, in accordance with O.C.G.A. § 48-8-80, *et seq.*, the Parties have agreed that the LOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-89 (a)(1), shall be distributed as follows: eighty-six and twelve one-hundredths of a percent (86.12%) to the County and thirteen and eighty-eight one-hundredths of a percent (13.88%) to the City; and

WHEREAS, the Parties have agreed further that, on or before January 1, 2026, the City shall pay to the County the market rate for one ambulance to be selected by the County up to a total cost of \$500,000.00.

NOW THEREFORE, for and in consideration of the factors set forth in O.C.G.A. 48-8-89, and the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and hereby enter into this intergovernmental agreement regarding the distribution of LOST revenues as follows:

1. Recitals Incorporated. All recitals set forth above are incorporated as express terms of this Agreement.

2. LOST Distribution. Effective January 1, 2023, through December 31, 2032, the LOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to

O.C.G.A. § 48-8-89 (a)(1), shall be distributed as follows: eighty-six and twelve one-hundredths of a percent (86.12%) to the County and thirteen and eighty-eight one-hundredths of a percent (13.88%) to the City.

3. **Purchase of Ambulance by the City.** On or before January 1, 2026, the City shall pay to the County the market rate for one ambulance to be selected by the County up to a total cost of \$500,000.00.

4. **Cooperation.** Each Party shall, at the request of the other, make, execute, and deliver or obtain all instruments and documents necessary to effectuate the provisions and intention of this Agreement, including the Georgia Department of Revenue LOST Certificate of Distribution, and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

5. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this 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.

6. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control which prevents performance under this Agreement.

7. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party’s right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

8. **Severability; Termination.** Should any provision of this Agreement, or application thereof to any person or circumstance, be held invalid or unenforceable, the Parties shall immediately commence the renegotiation of this Agreement on the day following the entry of such order, and, if necessary, submit a new LOST Certificate of Distribution to the Georgia

Department of Revenue consistent with the terms of such Agreement. Following the commencement of such renegotiation, if the parties fail to reach an agreement within 60 days, the Parties shall submit the dispute to nonbinding arbitration, mediation, or such other means of resolving conflicts in a manner which attempts to reach a resolution of the dispute. If the Parties are unable to reach a new Agreement during the nonbinding dispute resolution process, the Parties shall deposit twenty-five percent (25%) of their share of any LOST proceeds received thereafter into escrow with the mediator or arbitrator, to be held for the benefit of the Parties until such time as a new LOST Agreement is executed and a new LOST Certificate of Distribution consistent with the terms of such Agreement is filed with the Georgia Department of Revenue.

9. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified, amended, or terminated, except as otherwise provided in this Agreement, only by a written agreement of both Parties signed by representatives of both Parties and with appropriate authorization.

10. Agreement Jointly Drafted by the Parties. Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

11. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to the County:

Dawson County Board of Commissioners
Attn: County Manager
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534

If to the City:

City of Dawsonville
Attn: City Manager
415 Highway 53 East, Suite 100
Dawsonville, Georgia 30534

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts

and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

CITY OF DAWSONVILLE, GEORGIA

By: _____
Mike Eason, Mayor

ATTEST:

By: _____
Beverly A. Banister, City Clerk

[CITY SEAL]

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman

ATTEST:

By: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

**A RESOLUTION OF THE DAWSON COUNTY BOARD OF
COMMISSIONERS APPROVING THE LOCAL OPTION SALES TAX
AGREEMENT WITH THE CITY OF DAWSONVILLE**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, O.C.G.A. § 48-8-80, et seq., authorizes the levy of a local option sales tax (“LOST”) within a special tax district that includes the City and the County, and sets forth the process to determine the division of revenue generated by the LOST; and

WHEREAS, Dawson County and the City of Dawsonville have agreed that the LOST proceeds, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-89 (a)(1), shall be distributed as follows: eighty-six and twelve one-hundredths of a percent (86.12%) to Dawson County and thirteen and eighty-eight one-hundredths of a percent (13.88%) to the City of Dawsonville; and

WHEREAS, pursuant to such agreement, the City of Dawsonville has agreed to pay to the County the market rate for one ambulance to be selected by the County up to a total cost of \$500,000.00 on or before January 1, 2026.

THEREFORE, BE IT RESOLVED that, in the interests of the health, safety, and general welfare of the citizens of Dawson County, Georgia, the Board of Commissioners of Dawson County hereby approve and adopt the Intergovernmental Agreement Between the City of Dawsonville and Dawson County Regarding the Distribution of Local Option Sales Taxes.

BE IT FURTHER RESOLVED that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement this resolution and the Intergovernmental Agreement Between the City of Dawsonville and Dawson County Regarding the Distribution of Local Option Sales Taxes.

SO RESOLVED AND ADOPTED, this ____ day of _____, 2022, by the Dawson County Board of Commissioners.

**DAWSON COUNTY BOARD OF
COMMISSIONERS**

Billy Thurmond, Chairman

Sharon Fausett, Member

Chris Gaines, Member

Tim Satterfield, Member

Emory Dooley, Member

Attest:

Clerk to the Board



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of DAWSON County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>DAWSONVILLE</u>	shall receive	<u>13.88</u>	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
County of <u>DAWSON</u>	shall receive	<u>86.12</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 20 ____.

MAYOR OF THE CITY OF DAWSONVILLE

CHAIRMAN BOARD OF COMMISSIONERS OF DAWSON COUNTY