

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA - THURSDAY, JUNE 23, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
4:00 PM**

NEW BUSINESS

1. Presentation of Request for Full-Time Magistrate Judge Salary Supplements - Chief Magistrate Judge Lisa A. Poss-Thurmond
2. Presentation of Bid #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services - Emergency Services Director Lanier Swafford

To view solicitation documents click [here](#).

3. Presentation of FY 2015 Budget Amendment Resolution - Chief Financial Officer Vickie Neikirk
4. County Manager Report
5. County Attorney Report

Backup material for agenda item:

1. Presentation of Request for Full-Time Magistrate Judge Salary Supplements - Chief Magistrate Judge Lisa A. Poss-Thurmond



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Magistrate Court

Work Session: 6/23/16

Prepared By: Lisa A. Poss-Thurmond

Voting Session: ~~6/30/16~~ 7/7/16

Presenter: Lisa A. Poss-Thurmond

Public Hearing: Yes No

Agenda Item Title: Request for Salary Supplement for Full-Time Magistrates.

Background Information:

The Magistrate Court judges are paid a **BASE SALARY** of (See Attachment A):

Judge Thurmond – 49,721.70, Judge Tarnacki – 44,749.53

The judges' current salary is less than the Assistant District Attorneys that appear before us (**See Attachment B**). Many of the county department heads starting salaries are more than the Magistrate's current salary (**See Attachment C**). The County has taken care of many state positions with supplements and increased county positions through the Archer study, but has failed to address local elected or appointed officials. The requested supplement is in line with supplements given to the District Attorney's Office, which are state positions.

This supplement will enable the court to retain qualified individuals for the judges' positions. A Magistrate is on call 24 hours a day, 7 days a week, 365 days a year, holidays and weekends.

Pursuant to O.C.G.A 15-10-23(d) the county governing authority may supplement the annual salary of the chief or other magistrate in such amount as it may fix from time to time.

Current Information:

Amount requested is not currently budgeted in the Department Budget. Board approval is necessary to increase overall budget. Annual requested amount is 25,836.00 (12,000.00 for each judge and FICA/Medicare 1836.00). Requesting the Amendment of 2016 Budget for 12,918.00 (12,000 supplement (6,000 for each Judge) and 459.00 FICA/ Medicare for each) for July 2016 – December 2016. If approved, annual 24,000.00 plus 1836.00 FICA/Medicare will be budgeted during the FY2017 budget process.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2400	511200	0.00	0.00	July – December 2016 12,918.00 (6,000 plus FICA/Medicare 459.00 for each judge)	12,000.00 918.00 FICA/Medicare
					2017 Budget 24,000.00 plus 1836.00 FICA/Medicare	

Recommendation/Motion: Approve salary supplements for the two full-time Magistrates as requested.

Department Head Authorization: Lisa A. Poss- Thurmond

Date: 6/14/16

Finance Dept. Authorization: Nikki Nikuit

Date: 6/15/16

County Manager Authorization: [Signature]

Date: 6-15-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Dawson County, Georgia - Chief Magistrate
Judge Lisa A. Poss-Thurmond - Hire Date 01/01/2005
12/31/2015

ATTACHMENT A

Base Salary
Statutory Supplements

49,721.70

Base & Supplements Subtotal

49,721.70

Longevity

Number of Terms	2.00
Times 5% per completed term (Maximum 40%)	0.10
Longevity times subtotal above	49,721.70
Amount of Longevity Increase	4,972.17

Base, Supplements & Longevity Subtotal

54,693.87

COLA

2007 COLA	1.0289	56,274.52
2008 COLA	1.03	57,962.76
No COLA 2009-2013		
2014 COLA	1.01	58,542.39
2015 COLA	1.01	59,127.81

Base, Supplements, Longevity & COLAs Subtotal

59,127.81

Additional Supplement if Granted by County Commissioners

Total 2015 Salary

59,127.81

Dawson County, Georgia - Magistrate
Judge Anthony Tarnacki - Hire Date 01/01/2008
12/31/2015

ATTACHMENT A

Base Salary
Statutory Supplements

44,749.53

Base & Supplements Subtotal

44,749.53

Longevity

Number of Terms	1.00
Times 5% per completed term (Maximum 40%)	0.05
Longevity times subtotal above	44,749.53
Amount of Longevity Increase	2,237.48

Base, Supplements & Longevity Subtotal

46,987.01

COLA

2007 COLA	1.0289	48,344.93
2008 COLA	1.03	49,795.28
No COLA 2009-2013		
2014 COLA	1.01	50,293.23
2015 COLA	1.01	50,796.16

Base, Supplements, Longevity & COLAs Subtotal

50,796.16

Additional Supplement if Granted by County Commissioners

1,815.28 Pay for performance
given in 2015.

Total 2015 Salary

52,611.44

COMM OF ROADS & REVENUE DAWSON CO
 PERSONNEL MASTER REPORT BY DEPARTMENT

FY 2016

ATTACHMENT B
 SALARY SUPPLEMENTS

EMPLOYEE NAME	FTE			
14 DA				
DARRAGH, LEE	0.50	ANNUAL: 2,322.60	}	
GELLER, JENNIFER E	0.50	ANNUAL: 5,000.00		
GREER, CONLEY J	0.50	ANNUAL: 12,912.00		
MARTIN, M L	0.50	ANNUAL: 6,000.00		
SMITH, DANIEL J	0.50	ANNUAL: 12,597.00		
14 DA		EMPLOYEES		5
20 EXTENSION OFFICE				
MACALLISTER, ALAN CLAR	0.50	ANNUAL: 19,000.00		
MILLER, MARJEAN R	0.50	ANNUAL: 7,316.01		
20 EXTENSION OFFICE		EMPLOYEES	2	FTE 1.00
33 PUBLIC DEFENDER				
DEHART, DEBORAH L	0.50	ANNUAL: 1,011.40		
DORSEY, KAYLA M	0.50	ANNUAL: 3,000.00		
DUTTWEILER, LARRY L	0.50	ANNUAL: 500.00		
GIBBS, KATHY F	0.50	ANNUAL: 3,494.26		
MADDOX, WILLIAM A	0.50	ANNUAL: 2,000.00		
MCNEILL, ROBERT	0.50	ANNUAL: 4,000.00		
MORRIS, HENRY B	0.50	ANNUAL: 2,322.60		
PARK, WAN	0.50			
VAUGHAN, NIKKI N	0.50	ANNUAL: 11,500.00		
WILLIS, BRETT	0.50	ANNUAL: 7,595.46		
33 PUBLIC DEFENDER		EMPLOYEES	10	FTE 5.00
39 SUPERIOR COURT				

ATTACHMENT C

County Department Directors' Salaries

<u>Department Director</u>	<u>Salaries</u>	<u>Start Date</u>	<u>Archer Min.</u>
Chief Financial Officer	76,000.00	4/25/16	64,253.00
Public Works	72,600.00	11/7/15	71,082.00
Emergency Services	72,600.00	12/5/15	71,082.00
Planning & Development	61,789.50	2/16/15	59,700.00
Senior Center	57,053.70	5/11/13	59,700.00
Park & Recreation	62,235.00	7/24/10	59,700.00
Facilities	65,200.55	7/24/10	49,456.00
*Human Resources/Clerk	59,000.00	HR 5/24/14 Clerk 1/1/12	55,147.00

* Two combined positions.

Backup material for agenda item:

2. Presentation of Bid #277-16 RFP Ambulance Transport Billing for Dawson County
Emergency Services - Emergency Services Director Lanier Swafford

To view solicitation documents click [here](#).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 06/23/2016

Prepared By: Davida Simpson, Purchasing Director

Voting Session: 07/7/2016

Presenter: Chief Lanier Swafford

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services

Background Information:

Current billing contract with AMB is being terminated for convenience. Services have been less than ideal and the collection ratio is low (39.3%). New bid was released in April 2016. Mandatory pre-proposal meeting was held on May 6 and 8 vendors attended.

Current Information:

Six (6) bids were received. Evaluation committee reviewed and evaluated all proposals. Top two firms were interviewed on June 13, 2016. EMS Consultants (EMSC) was the most responsible, responsive bidder. They scored the highest consistently among the committee and their pricing was lower than previously contracted. DCES would like to select Option 1B where the vendor will provide their software (Prestige), their hardware (5 Toughbooks), and 1 host computer. It is advantageous for us if EMSC provides the hardware (vendor maintains hardware, upgrades, updates and will replace if broken). EMSC will be able to transition by September 1, 2016. They have transitioned from current provider before. Staff was unanimous in their recommendation of this vendor.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	YTD	Request for 2017	Remaining
100	3630	521100	\$990,000-Revenues \$32,775-Expenses	\$152,466-Revenues \$12,180-Expenses	\$500,000-Revenues \$25,000-Expenses	\$837,534 \$20,595

Recommendation/Motion: Staff respectfully requests the Board to award #277-16 RFP Ambulance Transport Billing to the most responsive, responsible bidder, EMS Consultants, Inc., from of LaGrange, GA, and approve the contract with pricing Option 1B, 5% of NET collections as submitted.

Department Head Authorization: Chief Lanier Swafford

Date: 06/15/2016

Finance Dept. Authorization: Vickie Neikirk

Date: 6-15-16

County Manager Authorization: Randall Dowling

Date: 6-15-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Bid documents can be found at www.dawsoncounty.org > Bids & RFPs > Under Evaluation. Exhibit A is the RFP, Exhibit B is the pricing, contract and presentation attached.

Ambulance Transport Billing Bid #277-16 RFP

WORK SESSION JUNE 23, 2016



Background

- ▶ Standard professional services contract
 - ▶ Term – December 31, 2016 with 4, one year renewal terms
- ▶ In 2013, our contract with EMS Consultants, expired
- ▶ Rebid according to policy
- ▶ 2014 – New contract with NRG
- ▶ 2015 – NRG merged with AMB
- ▶ Current contracts will be terminated for convenience
 - ▶ Biller & software
 - ▶ 30 day notification
 - ▶ Sent courtesy notice to biller with intent to terminate services

Vendor History

- ▶ Services and fees with NRG and AMB have plummeted as the contract continues
- ▶ Our Auditor (Rushton & Co) reported the collection ratio has dropped to 39% for 2015
- ▶ 2014 – NRG failed to turn in documentation that resulted in Medicaid being suspended
 - ▶ Litigation with NRG in 2015; NRG and Dawson reached settlement on monies owed
- ▶ AMB
 - ▶ Bi-weekly calls do address on-going issues since merger
 - ▶ Statements not sent out timely to patients
 - ▶ Reports not correct
 - ▶ Customer service is lacking

Scope of Work

- ▶ Vendor to provide all services, software, labor and hardware
 - ▶ Ambulance billing software
 - ▶ Manage entire billing process from patient transport to account closure
 - ▶ Collections from transport clients (insurance carriers and patients)
 - ▶ Financial reporting
 - ▶ Compliance with HIPPA
 - ▶ Certification and accreditation with insurance carriers
 - ▶ Ongoing training of Emergency Services personnel
 - ▶ Detailed reporting back to the County
- ▶ Software options:
 - ▶ Provider's software or State of Georgia software – ImageTrend
- ▶ Hardware options:
 - ▶ Provider to supply 5 Toughbooks and 1 host PC or County to purchase

Contract Value

Year	# of Transports	Collection Totals	Collection Ratio*	Company	Collection Rate by Contract
(1Q) 2016	402	\$152,465.76	-	AMB	AMB 5.75%
2015	1274	\$498,464.33	39.33%	NRG & AMB	NRG 5.75% & AMB 5.75%
2014	1138	\$440,300.84	31.70%	EMSC & NRG	EMSC 7% & NRG 5.75%
2013	1374	\$528,374.45	44.21%	EMSC	7%
2012	1430	\$507,074.54	48.13%	EMSC	7%
2011	1355	\$534,775.07	54.78%	EMSC	7%
2010	1175	\$448,075.18	50.98%	EMSC	7%
2009	1210	\$531,150.76	50.21%	EMSC	7%

*Collection ratios reflect gross amounts and not collectable amounts, that is to say after mandatory Medicaid, Medicare and contractual write offs

Current EMS Billing Fees

SERVICE LEVEL	FEE
BLS nonemergency	\$300.00
BLS emergency	\$350.00
ALS nonemergency	\$300.00
ALS level 1 emergency	\$400.00
ALS level 2 emergency	\$500.00
Miles (patient loaded)	\$10.00
Refusal of transportation with medications	½ of applicable base rate
Stand by per hour	\$100.00

Current fees were adopted in June 1, 2006

Current fees are near or below Medicaid & Medicare standards; Consideration needs to be raised to be inline with surrounding areas. Fee schedule and collection procedures will brought before BOC for consideration

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **8 Vendors attended the mandatory pre-bid meeting May 6, 2016**
- ▶ **6 bids received**

Evaluation Committee

- ▶ Lanier Swafford, Chief
- ▶ Ricky Rexroat, Deputy Chief
- ▶ Vickie Neikirk, CFO
- ▶ Natalie Johnson, Accounting & Budget Manager
- ▶ Davida Simpson, Purchasing Director (facilitator)

Evaluation Criteria

Company	Points Allowed	EMS Consultants	Emergency Billing LLC	Fire Recovery	Professional Practices Support	MedCorp LLC	Premier EMS Billing
Company Background and Structure	20	19	18	16	15.25	14.25	12
Experience & Qualifications of Dedicated Staff	25	24	22	21	17	16.5	16.5
Approach to Scope of Work & Methodology	15	15	14	13	12.5	11	10.5
References	15	15	15	13	11	8.75	8.25
Price Proposal	25	24	19	22	17.25	17.75	16
TOTAL POINTS	100	96	87	84	73	68.25	63.25

Proposals

	PPS, Inc.	Fire Recovery	Premier EMS Billing	EMSC	MedCorp EMS, LLC	Emergency Billing, LLC
Option 1A Software Only	3.95%	4.5	No Bid	4.75%	6%	7.5%
Option 1B Software & Hardware	4.95%	5.75	No Bid	5%	8%	8%
Option 2A Software ImageTrend (state)	No Bid	4.85	5.25%	5.5%	6%	6.5%
Option 2B Software ImageTrend (state) & Hardware	No Bid	6.75	5.25% 20	5.75%	8%	7%

EMSC Cost Comparisons of Options

Option Pricing		Projected Annual Cost*	Life of Contract (4.5 Years)
Option 1A: Prestige Software and No Computers	4.75%	\$23,677.06	\$106,546.75
Option 1B: Prestige Software & Toughbooks	5%	\$24,923.22	\$112,154.47
Option 2A: ImageTrend & No Computers	5.5%	\$27,415.54	\$123,369.92
Option 2B: ImageTrend & Toughbooks	5.75%	\$28,661.70	\$128,977.65

*Note: Projections based off 2015 collections of \$498,464.33

As collections varies, the price for software and/or hardware changes relative to collections

The price of Toughbooks is 0.25% or \$1,246.16 higher 21 an cost of no hardware. EMSC replaces damaged.

Statewide contract price: \$1,704.25 each

Recommendation

Staff respectfully requests the Board to award #277-16 RFP Ambulance Transport Billing to the most responsive, responsible bidder, EMS Consultants, Inc., from of LaGrange, GA, and approve the contract with pricing Option 1B, 5% of NET collections as submitted.

ANNUAL CONTRACT AND AGREEMENT

Contract Start Date:	September 1, 2016
Contract End Date:	December 31, 2016
Contract Name:	Ambulance Transport Billing
Vendor Name:	EMS Consultants, LTD
Address:	101 Lukken Industrial Drive East LaGrange, GA 30240
Telephone No.:	1-800-342-5460
Contact Person:	Grant Patterson, COO
Payment Terms:	Net 30 days

This Agreement is hereby made and entered into this 7th day of July 2016, by and between Dawson County, Georgia (hereinafter referenced as “County”) and Emergency Medical Services Consultants, LTD, dba EMS Consultants, LTD, a Georgia corporation (hereinafter referenced as “Contractor”).

The Request for Proposals received pursuant to Dawson County Project No. #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services and addenda issued for the Request for Proposals referenced herein, and the Contractor’s bid are hereby incorporated herein by reference and made a part of this contract and agreement between the parties.

1. **Scope of Services**

Contractor shall furnish the services in accord with: the Request for Proposals and the addenda issued for the Request for Proposals set forth within “Exhibit A” that is hereto incorporated herein by reference. Such services shall be performed by employees or agents of the Contractor and not by employees of the County. If the services are to be provided or performed upon property owned or controlled by the County, then the Contractor’s employees shall abide by all rules established by the County.

2. **Term of Agreement**

This Agreement shall commence on the 1st day of September, 2016 and shall terminate on December 31, 2016 with four (4), one (1) calendar year renewals permitted if both parties agree. The Contractor shall provide the County with a minimum of ninety (90) days’ notice of any price increase requests. This contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing thirty (30) days’ notice of the intent not to renew the terms thereof.

3. **Multi-Year Contract**

This Contract and Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the

Contract may be renewed. This Contract shall be automatically renewed in accord with the terms hereof, unless the County takes action to terminate the Contract by providing 30 days' notice of the intent not to renew the terms hereof.

The total obligation of the County for the calendar year of execution shall be in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form, **Option 1B at 5% of Net Collections** ("Exhibit B") in response to the Request for Proposals #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services. The total obligation that will be incurred in each calendar year renewal term, if renewed, shall be as in accordance with services rendered based on the rates provided under the Vendor's Price Proposal Form, **Option 1B at 5% of Net Collections** ("Exhibit B") in response to the Request for Proposals #277-16 RFP Ambulance Transport Billing for Dawson County Emergency Services. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

4. **Payment**

Compensation to the Contractor shall be as set forth in the Request for Proposals, any addenda issued for the Request for Proposals, and the Contractor's Bid and shall constitute payment in full for work completed.

5. **Invoices**

All invoices from the Contractor shall include the purchase order number, a location description and an outline of work completed. The Contractor represents to the County that the Contractor is experienced and properly qualified to perform the functions to be performed by the Contractor in accord with the terms hereof and that the Contractor is properly equipped, organized and financially able to perform such functions. The Contractor shall operate as an independent contractor and not as an agent of the County, and neither the Contractor nor any of the Contractor's employees, servants, agents or subcontractors shall be deemed a partner, employee, servant or agent of the County. Neither party hereto shall have authority to bind the other party in respect.

The Contractor shall not assign, transfer, nor convey the terms of this Contract or any party hereof without written consent of the County.

6. **Indemnification/Limitation of Liability**

Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for

injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract. The Contractor shall provide the County with a Certificate of Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Contractor and shall not be cancelled or materially reduced without thirty (30) days prior notice to the County and approval by the County.

7. Performance Standards

The Contractor shall exercise care, skill and diligence commonly possessed and exercised by reasonably skillful and prudent persons who perform these services when performing obligations in accord with the terms of this Contract. The Contractor's performance will be evaluated monthly. If the terms hereof are not being satisfied as determined by the County, then the County shall notify the Contractor in writing of deficiencies, and the Contractor shall provide a written response detailing how any deficiencies shall be cured within thirty (30) days. If the deficiencies noted by the County are not properly corrected, then Dawson County may cancel this Agreement with no additional obligation owed to the Contractor.

8. Change Order

Any change order shall mean a written order to the Contractor executed by the County issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order.

9. Confidential Information

While performing services for the County, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the County's documents or materials and to not disclose any confidential information to any persons other than County personnel, unless written authorization from the County is provided.

All documents and materials prepared pursuant to the Bid and this Contract shall be the property of Dawson County. The County shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

10. Litigation and Arbitration

The County and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this Agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, et seq., the Georgia Arbitration Code. Venue for any litigation arising from this Contract shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs, but not later than one-hundred and eighty (180) days after such claim, dispute or other matter.

11. Notices

Any notice required in accord with the terms hereof shall be delivered via certified mail or commercial delivery service as follows:

County:
Dawson County Board of Commissioners
ATTN: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Contractor:
EMS Consultants, LTD
ATTN: Grant Patterson, COO
101 Lukken Industrial Drive East
LaGrange, GA 30241

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 20____.

DAWSON COUNTY, GEORGIA

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



**277-16 RFP AMBULANCE TRANSPORT BILLING
VENDOR'S PRICE PROPOSAL FORM**

COMPANY NAME: EMS CONSULTANTS

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

Items	Pricing
Option1A: Fee for collections to be paid to Firm from Dawson County (% of Net Collections). Fee to include software by Firm.	4.75 %
Option1B: Fee for collections to be paid to Firm from Dawson County (% of Net Collections). Fee to include software by Firm & Cost of Hardware as defined.	5.0 %
Option 2A: Fee for collections to be paid to Firm from Dawson County (% of Net Collections). Fee to include software by State of Georgia	5.5 %
Option 2B: % Fee for collections to be paid to Firm from Dawson County (% of Net Collections). Fee to include software by State of Georgia & Cost of Hardware as defined.	5.75 %
Start Date	9/01/2016
Transition Period	60 Days
Additional Fees (explain in detail): 	

Provide collection rate of top 5 Georgia Customers by customer on a separate sheet

Provide Accounts Receivable Aging Report for the top 5 Georgia Customers by customer on a separate sheet



Authorized Signature

Coo

Title

Grant S. Patterson

Print Name

5/19/2016

Date

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

Backup material for agenda item:

3. Presentation of FY 2015 Budget Amendment Resolution - Chief Financial Officer Vickie Neikirk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 06/23/2016

Prepared By: Natalie Johnson

Voting Session: 07/07/2016

Presenter: Vickie Neikirk, CFO

Public Hearing: Yes _____ No X

Agenda Item Title: FY 2015 Budget Amendment Resolution

Background Information:

Georgia Code requires Board approval of budget amendments to the original budget should there be an increase in appropriation at the department level (which is the legal level of control).

Current Information:

The budget is amended throughout the year as outlined in the annual budget resolution. The majority of the budget amendments are the result of the compensation increases approved by the Board of Commissioners on August 20, 2015, effective July 1, 2015.

Budget Information: Applicable: X Not Applicable: _____

Budgeted: Yes _____ No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
See attached						

Recommendation/Motion: Motion to approve FY 2015 budget amendments as presented and to approve the FY 2015 Budget Amendment Resolution

Department Head Authorization: Vickie Neikirk

Date: 6/17/16

Finance Dept. Authorization: Natalie Johnson

Date: 6/17/16

County Manager Authorization: Randall Dowling

Date: 6-17-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

FY 2015 Budget Resolution and presentation

**DAWSON COUNTY, GEORGIA
2015 BUDGET AMENDMENT RESOLUTION**

**A RESOLUTION APPROVING BUDGET AMENDMENTS TO INCOME AND
EXPENDITURES FOR FISCAL YEAR 2015 FOR EACH FUND OF DAWSON
COUNTY**

WHEREAS, a Budget for fiscal year 2015 has been presented and previously adopted;

WHEREAS, the Budget for each department in the General Fund that exceeded the originally adopted budget has been adjusted;

WHEREAS, for all other funds, the Budget for each fund that exceeded the originally adopted budget has been adjusted.

NOW, THEREFORE, the Board of Commissioners hereby approves this Budget Resolution for Amendments to Income and Expenditures for fiscal year 2015 established through audited financial data.


This _____ day of _____, 2016.

ATTEST:

DAWSON COUNTY
Board of Commissioners

Danielle Yarbrough, County Clerk

By: _____
Mike Berg, Chairman



FY 2015 Budget Amendment Presentation

VICKIE NEIKIRK

CHIEF FINANCIAL OFFICER

JUNE 23, 2016

FY 2015 BUDGET HIGHLIGHTS

- ▶ Original FY 2015 General Fund Budget
 - ▶ \$21,659,305
- ▶ Final FY 2015 General Fund Budget
 - ▶ \$21,762,551
- ▶ Increase of \$103,246
 - ▶ 0.5%

GENERAL FUND REVENUE SUMMARY

<u>CATEGORY</u>	<u>2015 ORIGINAL BUDGET</u>	<u>2015 AMENDED BUDGET</u>
31 TAXES	18,226,500	18,226,500
32 LICENSES & PERMITS	462,000	462,000
33 INTERGOV'T REVENUES	215,000	215,000
34 CHARGES FOR SERVICE	1,843,750	1,850,250
35 FINES & FORFEITURES	502,600	509,600
36 INVESTMENT INCOME	21,830	21,830
37 CONTRIBUTIONS/DONATIONS	-	36,094
38 MISCELLANEOUS REVENUE	68,375	121,277
39 OTHER FINANCING SOURCES	319,250	320,000
	33 21,659,305	21,762,551
Increase of \$103,246		

GENERAL FUND EXPENDITURE SUMMARY

<u>CATEGORY</u>	<u>2015 ORIGINAL BUDGET</u>	<u>2015 AMENDED BUDGET</u>
51 PERS SVC/EMP BENEFITS	13,336,374	13,488,895
52 PURCH/CONTRACT SERVICES	2,653,746	2,699,121
53 SUPPLIES	2,589,267	2,593,275
54 CAPITAL OUTLAYS	38,000	100,488
55 INTER FUND/DEPT CHARGES	205,000	199,905
57 OTHER COSTS	1,204,386	1,182,649
58 DEBT SERVICE	263,846	263,846
61 OTHER FINANCING USES	1,368,686	1,234,372
	21,659,305	21,762,551
Increase of \$103,246		

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2015 Original Budget</u>	<u>2015 Amended Budget</u>	<u>2015 Actual Expenditures</u>
1310 BOARD OF COMMISSIONERS	220,910	222,148	204,950
1320 COUNTY ADMINISTRATION	385,758	394,776	362,577
1400 ELECTIONS/REGISTRAR	197,371	197,371	183,349
1500 GENERAL GOVERNMENT	485,740	366,612	186,525
1510 FINANCE	499,682	506,988	480,198
1535 INFORMATION TECHNOLOGY	244,963	248,964	235,011
1540 HUMAN RESOURCES	127,136	134,236	129,875
1545 TAX COMMISSIONER	419,701	423,749	394,309
1550 TAX ASSESSOR	448,025	464,750	434,514
1551 BOARD OF EQUALIZATION	13,175	13,175	11,513
1555 RISK MANAGEMENT	205,000	229,796	208,019
1565 FACILITY MANAGEMENT	960,949	931,649	859,728
2150 SUPERIOR COURT	450,634	452,918	421,058
2180 CLERK OF COURT	554,097	574,253	496,957
2200 DISTRICT ATTORNEY	609,185	627,300	611,546
2400 MAGISTRATE COURT	263,460	268,530	265,445
2450 PROBATE COURT	259,775	262,747	256,953
2600 JUVENILE COURT	99,660	116,760	91,579
2800 PUBLIC DEFENDER	272,785	272,785	272,296

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2015 Original Budget</u>	<u>2015 Amended Budget</u>	<u>2015 Actual Expenditures</u>
3300 SHERIFF	2,802,092	2,852,859	2,744,737
3322 K9	29,400	29,400	13,615
3326 JAIL	2,546,036	2,592,133	2,582,455
3350 SCHOOL RESOURCE OFFICERS	223,800	231,872	226,253
3351 MARSHAL	149,291	149,291	109,324
3360 SHERIFF SERVICES	588,378	621,472	621,471
3390 SHERIFFS OFFICE DONATIONS	0	3,191	3,191
3500 FIRE	1,167,220	1,254,278	1,244,124
3610 ESA	165,283	192,836	183,470
3630 EMS	2,035,848	1,949,152	1,914,090
3700 CORONER	58,853	58,853	54,722
3915 HUMANE SOCIETY	126,000	126,000	126,000
3920 EMA	22,089	20,509	17,136
4100 PUBLIC WORKS ADMIN	188,741	188,741	151,598
4220 ROADS DEPT	1,341,664	1,333,664	1,058,308
5110 HEALTH	162,000	162,000	162,000
5433 CASA	5,000	5,000	5,000
5440 DFACS	17,161	17,161	13,462

GENERAL FUND BY DEPARTMENT

<u>Department</u>	<u>2015 Original Budget</u>	<u>2015 Amended Budget</u>	<u>2015 Actual Expenditures</u>
5450 NOA-NO ONE ALONE	1,250	1,250	1,250
5452 INDIGENT WELFARE	4,000	4,000	2,800
5520 SENIOR CENTER	68,658	76,448	74,235
5521 SENIOR SERVICES DONATION	0	32,149	8,158
5522 MEDICARE SILVER SNEAKERS	5,000	5,010	5,009
6120 PARK	849,898	868,126	864,006
6121 PARK GENERAL DONATIONS	0	24,776	15,603
6122 PARK WOMENS CLUB	0	1,459	106
6124 PARK POOL	27,448	26,766	26,765
6180 WAR HILL PARK	20,040	22,306	22,306
6510 LIBRARY	366,530	366,530	366,530
7100 CONSERVATION	700	757	756
7130 COUNTY EXTENSION	89,330	89,330	76,811
7410 PLANNING & DEVELOPMENT	360,903	360,603	337,033
7520 DEVELOPMENT AUTHORITY	150,000	150,000	150,000
7640 ADULT LITERACY	0	750	750
9000 OTHER FINANCING USES	1,368,686	1,234,372	897,076
TOTAL GENERAL FUND	21,659,305	21,762,551	20,186,553

ALL FUNDS

<u>Fund</u>	<u>2015 Original Budget</u>	<u>2015 Amended Budget</u>	<u>Difference Between Original & Amended</u>	<u>2015 Actual Expenditures</u>
100 DAWSON COUNTY GENERAL	21,659,305	21,762,551	103,246	20,186,553
200 DATE	21,000	21,000	-	21,000
201 JAIL	47,500	47,500	-	-
202 LVAP (CRIME VICTIMS)	24,300	24,300	-	20,453
205 LAW LIBRARY	29,590	29,590	-	14,328
206 FIRE/ESA DONATIONS ACCOUNT	-	59,298	59,298	46,118
207 FAMILY CONNECTION-(FC)	300,794	324,962	24,168	240,994
211 INMATE WELFARE FUND	75,000	114,444	39,444	103,909
212 DA FORFEITURE	5,000	5,000	-	1,226
213 CONFISCATED ASSETS DCSO	43,000	43,000	-	29,640
215 EMERGENCY 911	708,827	735,394	26,567	732,514
250 MULTIPLE GRANTS	1,651,181	2,821,338	1,170,157	2,538,878
275 HOTEL/MOTEL TAX	340,000	426,405	86,405	425,115
315 GO BOND SERIES 2007 (SP5)	5,395,500	2,931,047	(2,464,453)	2,064,444
322 SPLOST IV	-	-	-	-
323 SPLOST V	3,900,000	3,900,000	-	3,362,065
324 SPLOST VI	3,165,000	3,723,530	558,530	804,281
350 CAPITAL PROJECTS	280,000	400,907	120,907	190,319
421 DEBT SVC GO BONDS 2007 SERIES	8,258,250	8,262,176	3,926	8,259,043
540 SOLID WASTE ENTERPRISE	597,150	597,985	835	464,423
565 DCAR GIS ENTERPRISE	32,825	32,825	-	29,950
615 FLEET FUEL AND MAINTENANCE FUND	1,316,700	1,316,700	-	954,286
771 INMATE ESCROW (KEEFE) 2008	38,000,000	100,000	-	96,430
785 IMPACT FEES	-	-	-	-
TOTALS	47,950,922	47,679,952	(270,970)	40,585,967

RECOMMENDATION

- ▶ Adopt Amended Budget for all funds as presented

Backup material for agenda item:

5. County Attorney Report

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

Memorandum

To: Dawson County Board of Commissioners

Date: June 23, 2016

From: Joey Homans 

Re: County Attorney Report

-
1. Records from public comment-June 16. You will recall that on June 16 during public comment the speaker referenced a sale from Dawson County to BREC-Dawsonville LLC on June 27, 2013. The speaker relied solely upon a parcel record card from the Dawson County Board of Tax Assessors. The parcel record card references deed books and page numbers. I am providing you the parcel record card and the relevant deeds set forth on the parcel record card.

On February 11, 2013 (recorded February 20, 2013 in Deed Book 1061, Pages 40-42), Synovus Bank executed a Right of Way Deed to Dawson County for the widening of Whitmire Road. Synovus Bank quit-claimed property to BREC-Dawsonville, Inc., which is recorded in Deed Book 1080, Pages 124-129 and Deed Book 1080, Pages 130-133. I am providing you a copy of the Quit Claim Deeds. The Quit-Claim deed recorded in Deed Book 1080, Pages 124-129 was transferred for \$3.7 million.

The final reference to Dawson County on the property record card shows the transfer between Dawson County and Hendon BRE related to the abandonment of a portion of Gordon Moss Road.

I provided Ms. Boim with the opportunity to submit a written statement to be included with this report. I understand that Ms. Boim sent a letter directly to you instead of sending a written statement to me to be included with this report.

The information on the property record card is provided as a courtesy through “q-public”. The person accessing the tax records must accept the following statement: “The Dawson County Assessor makes every effort to produce the most accurate information possible. No warranties, express or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.” The sale information on the tax card should never substitute for a proper title search.

2. Howard claim. The Sheriff’s Office provided the report sought by the insurance carrier. I forwarded that information to the adjuster for further review and comment.
3. Tisdale claim. Terry Williams has been assigned as counsel by the insurance carrier. Terry has contacted counsel for Ms. Tisdale and will file answers on behalf of the officers.

4. Chestatee Golf Club alcohol license. The County alcohol ordinance permits outdoor sales at golf courses to golfers. However, if the sale of alcohol occurs from “premises” in a static location, then those premises or building must be identified on the application. Chestatee Golf Course proposed establishing a food truck or trailer on or near the golf course. Rachel and I discussed with the manager at Chestatee Golf Course that the specific location must be identified and must meet all structure requirements to be approved. The location initially selected by Chestatee Golf Course fails to comply with the ordinance, so Chestatee representatives discussed with us permissible locations. We understand that Chestatee Golf Course will provide information with the alcohol license for next year, but will not pursue the request this year.

Joey



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Owner and Parcel Information

Owner Name	HENDON-BRE DAWSON MARKETPLACE LLC	Today's Date	June 22, 2016
Mailing Address	C/O HENDON PROPERTIES LLC 3445 PEACHTREE ROAD SUITE 465 ATLANTA, GA 30326	Parcel Number	107 318
Location Address		Tax District	UNINCORPORATED (District 01)
Legal Description	LL 432 433 LD 13-S	2015 Millage Rate	24.684
Property Class(NOTE: Not Zoning Info)	C5-Commercial	Acres	80.37
Zoning	C-HB	Neighborhood	400
Landlot/District	432/	Homestead Exemption	No (SO)
		Parcel Map	Show Parcel Map

2016 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 9,351,011	\$ 6,989	\$ 0	\$ 9,358,000	\$ 1,947,500

The value of this parcel reflects the 1-year sales value cap (improvement value above includes accessory value information if parcel contains accessory items).

Land Information

Type	Description	Calculation Method	Acres	Photo
COM	400 Commercial100000	Acres	80.37	NA

Improvement Information

Style	Manufacturer	Model	Year Built	Width Length	Serial Number	Cond	Value	Photo Sketch
Mobile Homes	UNK	UNK	1985	14 x 55		Poor	\$ 0	NA

Style	Heated Sq Ft	Interior Walls	Exterior Walls	Attic Area Sq Ft	Basement Area Sq Ft	Year Built	Photo
One Family	1,088	Sheetrock	Masonry (Brick)	No Attic	None	1972	NA

Roof Type	Flooring Type	Heating Type	Bedrooms/Bathrooms/Extra Plumbing	Value	Cond	Number Fire Pl	Sketch
Asphalt Shingles	Carpet/Hrdwd/Tile	Central Heat	6/3/0.0/0	\$ 92	Poor	0	Sketch Building 2

Accessory Information

Description	Year Built	Dimensions/Units	Value
HOMESITE (2500)	2015	1x0 1	\$ 2,500
HOMESITE (2500)	1970	1x0 1	\$ 2,500
HOMESITE (2500)	1970	1x0 1	\$ 2,500

Sale Information

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/15/2015	1178 47		\$ 0	Trades	JOHN MEGEL REAL ESTATE LLC	HENDON-BRE DAWSON MARKETPLACE LLC
12/07/2015	1176 552		\$ 0	Trades	DAWSON COUNTY	HENDON-BRE DAWSON MARKETPLACE LLC
10/07/2015	1170 416		\$ 9,358,000	Commercial Land	BREC-DAWSONVILLE LLC	HENDON-BRE DAWSONVILLE MARKEPLACE LLC
08/14/2015	1164 399		\$ 2,695,647	Part	BREC- DAWSONVILLE LLC	THE KROGER CO
08/14/2015	1164 275	19 299	\$ 1,040,000	Commercial Sale	BEARDEN ANITA COX & JAMES	HENDON-BRE DAWSON MARKETPLACE LLC
08/14/2015	1164 268	12 371	\$ 1,680,000	Commercial Sale	COX GREGORY M	HENDON-BRE DAWSON MARKETPLACE LLC
08/14/2015	1164 261	59 15	\$ 5,280,000	Commercial Sale	WN COX PROPERTIES LLC	HENDON-BRE DAWSON MARKETPLACE LLC
08/13/2015	1166 300		\$ 180,036	Part	BREC-DAWSONVILLE LLC	WN COX PROPERTIES LLC
06/27/2013	1080 130		\$ 0	Quitclaim	SYNOVUS BANK	BREC-DAWSONVILLE LLC
06/27/2013	1080 124		\$ 3,700,000	Multi Vacant Bank Land Sale	DAWSON COUNTY	BREC-DAWSONVILLE LLC
02/11/2013	1061 40		\$ 0	Gift	SYNOVUS BANK	DAWSON COUNTY
09/07/2010	962 154		\$ 0	FORECLOSURE	P&L DAWSONVILLE LP	SYNOVUS BANK
07/17/2007	822 585	56 66	\$ 0	Corrective Deed	MANSFIELD & CHARINF CROSSLLC	P&L DAWSONVILLE LP
07/02/2007	819 453	56 66	\$ 6,800,000	Neighbor	MANSFIELD & CHARING CROSS LP	P&L DAWSONVILLE LP
07/02/2007	819 452	56 99	\$ 30,500	Part	MAYFAIR FAMILY LP	CHARING CROSS LLC
07/02/2007	819 451	56 99	\$ 0	Gift	MAYFAIR FAMILY LP	MANSFIELD JOHN E & CAROL WALLACE
07/02/2007	819 450	56 99	\$ 3,050,500	Not Fair Market	INDIGO LAND CO LLC	MAYFAIR FAMILY LP
10/11/2002	469 70	56 65		Part	IVEY PAULINE	INDIGO LAND CO LLC

43

			1,088,000			
			\$			
10/11/2002	469 68	56 65	\$ 0	Corrective Deed	IVEY PAULINE	INDIGO LAND CO LLC
10/07/2002	467 649	56 65	\$ 0	Corrective Deed	CHAMBERS JENNIFER	INDIGO LAND CO LLC
07/17/2002	452 253	56 65	1,483,200	Land Market Sale	IVEY PAULINE	CHAMBERS JENNIFER
07/17/2002	452 251	54 229	\$ 9,100	Part	KINSEY JIM	INDIGO LAND CO LLC

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The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Website Updated: June 17, 2016

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After recording please return to:

Joseph A. Homans, Attorney at Law
 Fox Chandler Homans Hicks & McKinnon, LLP
 P.O. Box 477
 Dawsonville, GA 30534
 (706) 265-3090

Filed in Office: 02/20/2013 09:15AM
 Deed Doc: RWD
 Bk 01061 Pg 0040-0042
 Georgia Transfer Tax Paid : \$0.00
 Justin Power Clerk of Court
 Dawson County
 0422013000180

RIGHT-OF-WAY DEED

Project: Whitmire Road
Land Lot(s) 431,432,433 District 13
1st Section, Dawson County, Georgia

GEORGIA, DAWSON COUNTY.

THIS CONVEYANCE is hereby made and executed this 11th day of February, 2013, between **SYNOVUS BANK**, a Georgia Bank (hereinafter referenced as "Grantor") and **DAWSON COUNTY, GEORGIA** (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of a tract of land in Dawson County, Georgia that is adjacent to a county road known as Whitmire Road.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, Grantor hereby grants, bargains, sells and conveys to Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the real property described in Exhibit "A" attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the Property or its appurtenances.

Bk 01061 Pg 0041

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

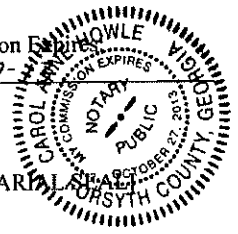
SYNOVUS BANK

[Signature]
Unofficial Witness

By: [Signature] [SEAL]
Name: Joseph T. Sumner, Jr.
Title: Vice President

[Signature]
Notary Public

My Commission Expires 10-27-2020



[AFFIX NOTARY SEAL]

Bk 01061 Pg 0042

EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 431,432 AND 433, S/H 13th DISTRICT, 1st SECTION OF DAWSON COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE RIGHT-OF-WAY INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF WHITMIRE ROAD (30' RW) AND THE EASTERN RIGHT-OF-WAY OF LUMPKIN CAMPGROUND ROAD (60' RW), THENCE N. 36 DEGREES 12 MINUTES AND 15 SECONDS E. ALONG EASTERN RIGHT-OF-WAY OF LUMPKIN CAMPGROUND ROAD A DISTANCE OF 29.90 FEET TO A POINT; THENCE SOUTH-EASTERLY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 95.51 FEET (SUBTENDED BY A CHORD OF S. 72 DEGREES, 57 MINUTES AND 15 SECONDS E. A DISTANCE OF 94.80 FEET) TO A POINT; THENCE CONTINUING SOUTHEASTERLY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 107.61 FEET (SUBTENDED BY A CHORD OF S. 88 DEGREES, 26 MINUTES AND 00 SECONDS E. A DISTANCE OF 107.59 FEET) TO A POINT; THENCE N. 89 DEGREES, 13 MINUTES AND 55 SECONDS E. A DISTANCE OF 81.67 FEET TO A POINT; THENCE N. 88 DEGREES 50 MINUTES AND 26 SECONDS E. A DISTANCE OF 252.07 FEET TO A POINT; THENCE N. 89 DEGREES, 10 MINUTES AND 41 SECONDS E. A DISTANCE OF 448.70 FEET TO A POINT; THENCE S. 89 DEGREES, 41 MINUTES AND 22 SECONDS E. A DISTANCE OF 1060.77 FEET TO A POINT LOCATED ON THE WESTERLY RIGHT-OF-WAY OF GORDON MOSS ROAD (30' RW); THENCE S. 10 DEGREES, 30 MINUTES AND 09 SECONDS W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 30.40 FEET TO A POINT LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF GORDON MOSS ROAD AND THE NORTH RIGHT-OF-WAY OF WHITMIRE ROAD (30' RW); THENCE ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING CALLS, N. 89 DEGREES, 41 MINUTES AND 22 SECONDS W. A DISTANCE OF 1055.63 FEET TO A POINT; THENCE S. 89 DEGREES, 16 MINUTES AND 16 SECONDS W. A DISTANCE OF 447.71 FEET TO A POINT; THENCE S. 88 DEGREES, 26 MINUTES AND 11 SECONDS W. A DISTANCE OF 251.81 FEET TO A POINT; THENCE N. 89 DEGREES, 53 MINUTES AND 57 SECONDS W. A DISTANCE OF 82.59 FEET TO A POINT; THENCE NORTHWESTERLY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 106.27 FEET (SUBTENDED BY A CHORD OF N. 88 DEGREES, 25 MINUTES AND 53 SECONDS W. A DISTANCE OF 106.26 FEET) TO A POINT; THENCE CONTINUING NORTHWESTERLY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 112.58 FEET (SUBTENDED BY A CHORD OF N. 72 DEGREES, 38 MINUTES AND 13 SECONDS W. A DISTANCE OF 111.67 FEET) TO A POINT AND THE POINT OF BEGINNING. SAID TRACT CONTAINS 1.407 ACRES.

Filed in Office: 07/01/2013 09:50AM
Deed Doc: QCD
Bk 01080 Pg 0124-0129
Georgia Transfer Tax Paid : \$3,700.00
Justin Power Clerk of Court
Dawson County
0422013000750

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-21224
4170 Ashford Dunwoody Rd, Ste. 285
Atlanta, Georgia 30319

(Space above is for Recorder's use)

When Recorded Mail To:
Marks & Williams, LLC
7390 McGinnis Ferry Road, Suite 200
Suwanee, GA 30024
Attn: Charlie M. Hamby

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Bank of North Georgia ("**Grantor**"), whose address is 8025 Westside Parkway, Alpharetta, Georgia 30009, Attention: Joseph Sumner, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by BREC-Dawsonville, LLC ("**Grantee**"), whose address is c/o Blanchard Real Estate Capital, 2964 Peachtree Road NW, Suite 750, Atlanta, Georgia 30305, Attn: Parker Blanchard, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release, and forever quitclaim to Grantee, its successors and assigns forever, all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of land, if any, described on Exhibit A, attached hereto and made a part hereof (the "**Property**"), together with all the rights, easements, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining. The Property does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the Property and all rights, easements, privileges, tenements, hereditaments and appurtenances thereto in fee simple.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, this 27 day of June, 2013.

Bk 01080 Pg 0125

Signed, Sealed and Delivered
in the presence of:

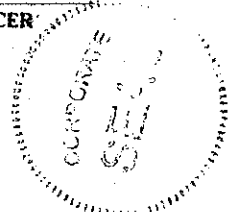
GRANTOR:

SYNOVUS BANK, a Georgia bank

By: *Mikeal R Jones*
Name: **MIKEAL R JONES**
Title: **SR. SPECIAL ASSETS OFFICER**

Rebecca Eschbarin
Name: **REBECCA ESCHBARIN**

J.T. Sumner, Jr.
Name: **Joseph T. Sumner, Jr.**



ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

Before me, CAROL ANNE HOWLE in and for said County and State, on this 24 day of June, 2013, personally appeared MIKEAL R JONES to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its SR. SPEC. ASSETS OFF. and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of SYNOVUS BANK, for the uses and purposes therein set forth.

Carol Anne Howle
Notary Public

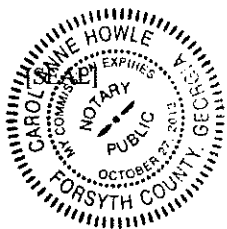


EXHIBIT "A"

Bk 01080 Pg 0126

Exhibit "A"

Bk 01080 Pg 0127

TRACT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 371, 372, 408, 409, 432 and 433, S/H 13th District, 1st Section, Dawson County Georgia, Prepared by Jick A. Page, Jr., Georgia Registered Surveyor No. 1894, and being more particularly described as follows:

Beginning at the right-of-way intersection of Dawson Forest Road (variable width) and the westerly right-of-way of Gordon Moss Road (30' width); THENCE, from said point along the westerly right-of-way of Gordon Moss Road 36.98 feet along an arc of a curve to the left having a radius of 224.85 feet and a chord bearing of South 03 degrees 08 minutes 42 seconds West for a chord distance of 36.93 feet to a point; THENCE, South 01 degrees 33 minutes 58 seconds East, 317.98 feet to a point; THENCE, 225.47 feet along an arc of a curve to the right having a radius of 867.54 feet and a chord bearing of South 05 degrees 52 minutes 46 seconds West for a chord distance of 224.84 feet to a point;

THENCE, South 13 degrees 19 minutes 30 seconds West, 57.48 feet to a point; THENCE, 380.86 feet along an arc of a curve to the right having a radius of 1406.39 feet and a chord bearing of South 21 degrees 04 minutes 59 seconds West for a chord distance of 379.70 feet to a point; THENCE, South 28 degrees 50 minutes 28 seconds West, 129.34 feet to a point; THENCE, 361.69 feet along an arc of a curve to the left having a radius of 1187.37 feet and a chord bearing South 20 degrees 06 minutes 59 seconds West for a chord distance of 360.29 feet to a point; THENCE, South 11 degrees 23 minutes 17 seconds West, 37.55 feet to a point; THENCE, 206.14 feet along an arc of a curve to the right having a radius of 2094.82 feet and a chord bearing of South 14 degrees 12 minutes 50 seconds West for a chord distance of 206.06 feet to a point; THENCE, South 17 degrees 01 minutes 58 seconds West, 92.16 feet to a point; THENCE, 194.08 feet along an arc of a curve to the left having a radius of 1762.88 feet and a chord bearing of South 13 degrees 52 minutes 44 seconds West for a chord distance of 193.98 feet to a point; THENCE, South 10 degrees 43 minutes 30 seconds West, 165.76 feet to a point; THENCE, leaving said road North 87 degrees 46 minutes 23 seconds West, 1533.37 feet to a point on the easterly right-of-way of Georgia Hwy 9E (a.k.a. Lumpkin Campground Road, 60' width); THENCE, North 36 degrees 05 minutes 42 seconds East, 1375.73 feet to a point; THENCE, North 36 degrees 20 minutes 51 seconds East, 823.87 feet to a r/w monument; THENCE, South 56 degrees 54 minutes 49 seconds East, 31.59 feet to a r/w monument; THENCE, North 36 degrees 39 minutes 50 seconds East, 398.82 feet to a r/w monument; THENCE, North 65 degrees 40 minutes 42 seconds East, 110.25 feet to a r/w monument; THENCE, South 88 degrees 34 minutes 39 seconds East, 101.66 feet to a r/w monument; THENCE, South 77 degrees 11 minutes 25 seconds East, 288.87 feet to the point of beginning and containing 52.77 acres of land.

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TRACT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 408, 433 and 434, S/H 13th District, 1st Section, Dawson County, Georgia, Prepared by Jick A. Page, Jr., Georgia Registered Surveyor No. 1894, and being more particularly described as follows:

Beginning at a rock on the west line of Land Lot 434, South 01 degrees 48 minutes 02 seconds East, 45.00 feet from the common corner of Land Lots 407, 408, 433 and 434 (per plat book 2, page 253 and plat book 3, page 58); THENCE, North 88 degrees 10 minutes 05 seconds East, 228.09 feet to point of the westerly right-of-way of Georgia Hwy 400 (variable r/w); THENCE, along said road 562.15 feet along an arc of a curve to the right having a radius of 5547.83 feet and a chord bearing of South 22 degrees 48 minutes 14 seconds West, for a chord distance of 561.91 feet to a 1/2" rebar; THENCE, leaving said road, North 73 degrees 48 minutes 48 seconds West, 548.74 feet to a 1/2" rebar on the southeasterly right-of-way of Gordon Moss Road (30' width); THENCE, along said right-of-way, North 10 degrees 43 minutes 30 seconds East, 161.49 feet to a point; THENCE, 190.77 feet along an arc of a curve to the right having a radius of

1732.88 feet and a chord bearing of North 13 degrees 52 minutes 44 seconds East for a chord distance of 190.68 feet to a point; THENCE, North 17 degrees 01 minutes 58 seconds East, 92.16 feet to a point; THENCE, 209.33 feet along an arc of a curve to the left having a radius of 2124.82 feet and a chord bearing of North 14 degrees 12 minutes 38 seconds East for a chord distance of 209.25 feet to a point; THENCE North 11 degrees 23 minutes 17 seconds East, 37.55 feet to a point; THENCE, 352.55 feet along an arc of a curve to the right having a radius of 1157.37 feet and a chord bearing of North 20 degrees 06 minutes 59 seconds East for a chord distance of 351.19 feet to a point; THENCE, North 28 degrees 50 minutes 28 seconds East 72.50 feet to a point; THENCE, leaving said right-of-way, South 83 degrees 13 minutes 43 seconds East, 179.16 feet to a cedar stump being on the common line of Land Lot 408 and 407; THENCE, along said land lot line, South 01 degrees 48 minutes 02 seconds East 686.32 feet to a rock being the point of beginning, said tract containing 11.52 acres of land.

TRACT "C"

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ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 431, 432, and 433, S/H 13th District, 1st Section, Dawson County Georgia, Prepared by Jick A. Page, Jr., Georgia Registered Surveyor No. 1894, and being more particularly described as follows:

Beginning at the right-of-way intersection of Georgia Highway 9E (a.k.a. Lumpkin Campground Road, 60' width) and the northerly right-of-way of Whitmire Road (30' width); THENCE, from said point along the easterly right-of-way of Georgia Hwy 9E, North 36 degrees 12 minutes 15 seconds East, 1167.29 feet to a point; THENCE, leaving said right-of-way, South 87 degrees 46 minutes 23 seconds East, 1533.37 feet to a point on the westerly right-of-way of Gordon Moss Road (30' width); THENCE, along said right-of-way South 10 degrees 37 minutes 17 seconds West, 327.36 feet to a point; THENCE, South 10 degrees 37 minutes 26 seconds West, 53.66 feet to a point; THENCE, South 09 degrees 53 minutes 07 seconds West, 214.03 feet to a point; THENCE, South 10 degrees 22 minutes 20 seconds West, 181.22 feet to a point; THENCE, South 11 degrees 12 minutes 13 seconds West, 96.11 feet to a point; THENCE, South 10 degrees 30 minutes 09 seconds West, 54.98 feet to a point on the northerly right-of-way of Whitmire Road (30' width); THENCE, along said right-of-way, North 89 degrees 41 minutes 22 seconds West, 1055.63 feet to a point; THENCE, South 89 degrees 16 minutes 16 seconds West, 447.71 feet to a point; THENCE, South 88 degrees 26 minutes 11 seconds West, 251.81 feet to a point; THENCE, North 89 degrees 53 minutes 57 seconds West, 82.59 feet to a point; THENCE, 109.27 feet along an arc of a curve to the right having a radius of 2132.97 feet and a chord bearing of North 88 degrees 25 minutes 53 seconds West for a chord distance of 109.26 feet to a point; THENCE, 112.58 feet along an arc of a curve to the right having a radius of 255.26 feet and a chord bearing of North 72 degrees 38 minutes 14 seconds West for a chord distance of 111.67 feet to the point of beginning and contains 39.22 acres of land.

Filed in Office: 07/01/2013 09:50AM
Deed Doc: QCD
Bk 01080 Pg 0130-0133
Georgia Transfer Tax Paid : \$0.00
Justin Power Clerk of Court
Dawson County
0422013000751

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-29-2014
4170 Ashford Dunwoody Rd. Ste. 285
Atlanta, Georgia 30319

(Space above is for Recorder's use)

~~When Recorded Mail To:~~
Marks & Williams, LLC
7390 McFinnis Ferry Road, Suite 200
Suwanee, GA 30024
Attn: Charlie M. Hamby

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Bank of North Georgia ("Grantor"), whose address is 8025 Westside Parkway, Alpharetta, Georgia 30009, Attention: Joseph Sumner, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by BREC-Dawsonville, LLC ("Grantee"), whose address is c/o Blanchard Real Estate Capital, 2964 Peachtree Road NW, Suite 750, Atlanta, Georgia 30305, Attn: Parker Blanchard, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release, and forever quitclaim to Grantee, its successors and assigns forever, all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of land, if any, described on Exhibit A, attached hereto and made a part hereof (the "Property"), together with all the rights, easements, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining. The Property does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the Property and all rights, easements, privileges, tenements, hereditaments and appurtenances thereto in fee simple.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized, this 27 day of June, 2013.

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Signed, Sealed and Delivered
in the presence of:

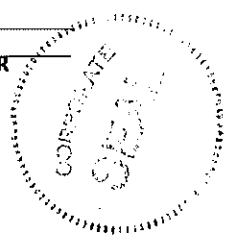
GRANTOR:

SYNOVUS BANK, a Georgia bank

[Signature]
Name: REBECCA ESCHBORN

[Signature]
Name: Joseph I. Sumner, Jr.

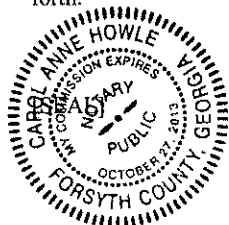
By: [Signature]
Name: MIKEAL R JONES
Title: SR. SPECIAL ASSETS OFFICER



ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

Before me, CAROL ANNE HOWLE in and for said County and State, on this 24
day of June, 2013, personally appeared MIKEAL R. JONES to me known to be the identical person
who subscribed the name of the Grantor to the foregoing instrument as its ^{SR. SPEC.}~~ASSETS OFF.~~ and
acknowledged before me that he executed the same as his free and voluntary act and deed, and as
the free and voluntary act and deed of SYNOVUS BANK, for the uses and purposes therein set
forth.



[Signature]
Notary Public

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 371, 372, 408, 409, 431, 432, and 433, S/H 13th District, 1st Section, Dawson County, Georgia, and being more particularly described as follows:

Beginning at the right-of-way intersection of Lumpkin Campground Road South (60' r/w) and the Northerly right-of-way of Whitmire Road (30' width); THENCE, from same point along the easterly right-of-way of Georgia Highway No. 9E, North 36 degrees 12 minutes 15 seconds East, 1137.40 feet to a point; THENCE, North 36 degrees 05 minutes 42 seconds East, 1375.73 feet to a point; THENCE, North 36 degrees 20 minutes 51 seconds East, 823.87 feet to r/w monument; THENCE, South 56 degrees 54 minutes 49 seconds East, 31.59 feet to a r/w monument; THENCE, North 36 degrees 39 minutes 50 seconds East, 398.82 feet to r/w monument; THENCE, North 65 degrees 40 minutes 42 seconds East, 110.25 feet to a r/w monument; THENCE, South 88 degrees 34 minutes 39 seconds East, 101.66 feet to r/w monument; THENCE, South 77 degrees 11 minutes 25 seconds East, 288.87 feet to a point at the right-of-way intersection of Dawson Forest Road (variable with) and westerly right-of-way of Gordon Moss Road (30' width); THENCE, from said point along the westerly right-of-way of Gordon Moss Road, 36.98 feet along the arc of a curve to the left having a radius of 224.85 feet and a chord bearing of South 03 degrees 08 minutes 22 seconds West for a chord distance of 36.93 feet to a point; THENCE, South 01 degrees 33 minutes 58 seconds East, 317.98 feet to a point; THENCE, 225.47 feet along an arc of a curve to the right having a radius of 867.54 feet and a chord bearing of South 05 degrees 52 minutes 46 seconds West for a chord distance of 224.84 feet to a point; THENCE, South 13 degrees 19 minutes 30 seconds West, 57.48 feet to a point; THENCE, 380.86 feet along the arc of a curve to the right having a radius of 1406.39 feet and a chord bearing of South 21 degrees 04 minutes 59 seconds West for a chord distance of 379.70 feet to a point; THENCE, South 28 degrees 50 minutes 28 seconds West, 129.3 feet to a point; THENCE, 361.69 feet along the arc of a curve to the left having a radius of 1187.37 feet and a chord bearing South 20 degrees 06 minutes 59 seconds West for chord distance of 360.29 feet to a point; THENCE, South 11 degrees 23 minutes 17 seconds West, 37.55 feet to a point; THENCE, 206.14 feet along an arc of a curve to the right having a radius of 2094.82 feet and a chord bearing of South 14 degrees 12 minutes 50 seconds West for a chord distance of 206.06 feet to a point; THENCE, South 17 degrees 01 minutes 58 seconds West, 92.16 feet to a point; THENCE, 194.08 feet along an arc of a curve to the left having a radius of 1762.8 feet and a chord bearing of South 13 degrees 52 minutes 44 seconds West for a chord distance of 193.98 feet to a point; THENCE, South 10 degrees 43 minutes 30 seconds west, 165.76 feet to a point; THENCE, along said right-of-way South 10 degrees 37 minutes 17 seconds West, 327.36 feet to a point; THENCE, South 10 degrees 37 minutes 26 seconds West, 53.66 feet to a point; THENCE, South 9 degrees 53 minutes 07 seconds West, 214.03 feet to a point; THENCE, South 10 degrees 22 minutes 20 seconds West, 181.22 feet to a point; THENCE, South 11 degrees 12 minutes 13 seconds West, 96.11 feet to a point; THENCE, South 10 degrees 30 minutes 09 seconds West, 24.58 feet to a point on the northerly right-of-way of Whitmire Road (r/w varies); THENCE, alongside right-of-way, North 89 degrees 41 minutes 22 seconds West, 1060.77 feet to a point; THENCE, South 89 degrees 10 minutes 41 seconds West, 448.70 feet to a point; THENCE, South 88 degrees 50 minutes 26 seconds West, 252.07 feet to a point; THENCE, North 89 degrees 13 minutes 55 seconds West, 81.67 feet to a point; THENCE, 107.59 feet along

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an arc of a curve to the right having a radius of 2103.26 feet and a chord bearing of North 88 degrees 26 minutes 00 seconds West for a chord distance of 107.59 feet to a point; THENCE, 95.51 feet along an arc of a curve to the right having a radius of 225.56 feet and a chord bearing of North 72 degrees 57 minutes 15 seconds West for a chord distance of 94.80 feet to the point of beginning and containing 90.58 acres of land.

Said tract of land containing 90.58 acres and being shown as Tract "A" and Tract "C" on and described according to that certain survey with Project No. 14113, by J.A. Page and Associates, dated May 4, 2013, last revised June 10, 2013, and bearing the seal of J.A. Page, Jr., Georgia RLS No. 1894, which survey is hereby made part of this legal description by this reference.

TOGETHER WITH,

ALL THAT TRACT OR PARCEL OF LAND LYING and being in Land Lots 408, 433, and 434, S/H 13th District, 1st Section, Dawson County, Georgia, and being more particularly described as follows:

Beginning at a rock on the West line of land lot 434, South 01 degrees 48 minutes 02 seconds East, 45.00 feet from the common corner of Land Lots 407, 408, 433 and 434 (per plat book 2, page 253 and plat book 3, page 58); THENCE, North 88 degrees 10 minutes 05 seconds East, 228.09 feet to a point on the westerly right-of-way of Georgia Hwy 400 (variable r/w); THENCE, along said road 562.15 feet along an arc of a curve to the right having a radius of 5547.83 feet and a chord bearing of South 22 degrees 48 minutes 14 seconds West for a chord distance of 561.91 feet to a 1/2 rebar; THENCE, leaving said road, North 73 degrees 48 minutes 48 seconds West, 548.74 feet to a 1/2 rebar on the southeasterly right-of-way of Gordon Moss Road (30' width); THENCE, along said right-of-way, North 10 degrees 43 minutes 30 seconds East, 161.49 feet to a point; THENCE, 190.77 feet along an arc of a curve to the right having a radius of 1732.88 feet and a chord bearing of North 13 degrees 52 minutes 44 seconds East for a chord distance of 190.68 feet to a point; THENCE, North 17 degrees 01 minutes 58 seconds East, 92.16 feet to a point; THENCE, 209.33 feet along an arc of a curve to the left having a radius of 2124.82 feet and a chord bearing of North 14 degrees 12 minutes 38 seconds East for a chord distance of 209.25 feet to a point; THENCE, North 11 degrees 23 minutes 17 seconds East, 37.55 feet to a point; THENCE, 352.55 feet along an arc of curve to the right having a radius of 1157.37 feet and a chord bearing of North 20 degrees 06 minutes 59 seconds East for a chord distance of 351.19 feet to a point; THENCE North 28 degrees 50 minutes 28 seconds East, 72.50 feet to a point; THENCE, leaving said right-of-way, South 83 degrees 13 minutes 43 seconds East, 179.16 feet to a cedar stump being on the common line of the land lot 408 and 407; THENCE, along said land lot line, South 01 degrees 48 minutes 02 seconds East, 686.32 feet to a rock being the point of beginning, said tract containing 11.52 acres of land.

Said tract of land containing 11.52 acres and being shown as Tract "B" on and described according to that certain survey with Project No. 14113, by J.A. Page and Associates, dated May 4, 2013, last revised June 10, 2013, and bearing the seal of J.A. Page, Jr., Georgia RLS No. 1894, which survey is hereby made part of this legal description by this reference.

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