

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION AGENDA - THURSDAY, JUNE 20, 2019  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

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**UNFINISHED BUSINESS**

1. Presentation of RFP #338-19 - Veterans Memorial Park Pavilion, Playground and Multi-Purpose Field- Special Purpose Local Option Sales Tax (SPLOST) Administrator / Public Works Director David McKee

**NEW BUSINESS**

1. Presentation of Request to Donate Property Located at 1168 Quail Cove Drive in Big Canoe- Property Owner James W. Bryant Jr.
2. Presentation of Request for Contract Assignment by Professional Probation Services Inc.- Judge Andrew Fuller, Superior Court / Keith Ward, Professional Probation Services Inc.
3. Presentation of Special Event Business License Application - *Carol Stream Amusements Inc. Carnival*- Planning & Development Director Jameson Kinley
4. Presentation of Special Event Business License Application - *North Georgia Premium Outlets Food Truck Events*- Planning & Development Director Jameson Kinley
5. Presentation of Special Event Business License Application - *Papa Pat's Corn Maze*- Planning & Development Director Jameson Kinley
6. Presentation of Emergency Services Pay Compensation Proposal- Emergency Services Director Danny Thompson
7. Presentation of RFP #343-19 - Salary Study for Dawson County Award Request- Human Resources Director Lisa Green / Purchasing Manager Melissa Hawk
8. Presentation of FY 2020 Legacy Link Contract- Chief Financial Officer Vickie Neikirk
9. County Manager Report
10. County Attorney Report

***\*Executive Session may 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: 06/06/2019

Prepared By: Melissa Hawk

Voting Session: 06/20/2019

Presenter: Matt Payne/Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: IFB #338-19 Veterans Memorial Park Pavilion, Playground & Multi-Purpose Field Presentation

**Background Information:**

The SPLOST VI resolution specifies that a portion of the revenue funds received will renovate the park fields and other park-related items. The BOC approved \$800,000 for renovations to Veterans Memorial Park for the renovation of the unused field into a multi-purpose field, allowing this dirt to be moved to the Senior Center expansion across the street. This will save in the removal of the excess dirt removed from this field. The pavilion, playground and a portion of the walking trails will be renovated during this contract.

**Current Information:**

The Purchasing department released an IFB for construction services on April 25, 2019. The original bid opening date was to be May 30, 2019; however, an addendum issued on May 28, 2019, was cause to extend this bid opening date to June 4, 2019. This is to be in accordance with the O.C.G.A. law that no bid opening on a Public Works project can be issued within a 72-hour period of the issuance of an amendment. If this should take place, the opening must be extended to allow for 72-hour notice to potential bidders. The results of this opening will be provided to the BOC at the June 6, 2019, work session meeting for review and consideration at the voting session of June 20, 2019. The bid results will be added to the presentation after the work session for the public's knowledge. This irregular process is being utilized to ensure the Senior Center CDBG project remains on course with the schedule dictated by the GDCA deadline dates.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	6120	541200	\$800,000.00	\$733,765.00		

Recommendation/Motion: To accept the proposals submitted and award a contract to ?? in the amount of ??.

Department Head Authorization: Matt Payne

Date: 05/28/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 5/29/19

County Manager Authorization: DH

Date: 5/29/19

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

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

**Comments/Attachments:**

Presentation

SUPPLEMENTAL INFORMATION FOR THE AGENDA REQUEST FORM  
JUNE 20, 2019 – WORK SESSION

1. 5 BIDS WERE RECEIVED FOR THIS PROJECT.
2. LOWEST BIDDER WAS VERTICAL EARTH – A COMPANY THAT HAS JUST COMPLETED 2 PROJECTS FOR THE COUNTY IN 2019.
3. LOWEST PRICE RECEIVED WAS WELL OVER THE FUNDS FOR THE PROJECT
4. CONTRACT NEGOTIATIONS WERE HELD WITH VERTICAL EARTH.
5. THE COUNTY AND BIDDER AGREED ON REDUCED SCOPE OF WORK AND REDUCED COST FOR PROJECT.
  - a. PRE-NEGOTIATIONS COST - \$2,345,152.21
  - b. POST NEGOTIATIONS COST - \$1,966,284.25
  - c. SAVINGS OF \$378,867.96

Staff respectfully requests the Board to accept the bids submitted and to award a contract to Vertical Earth, not to exceed the amount of \$1,966,284.25 and to approve the use of additional Park & Recreation SPLOST VI funds for this project.





War Hill Park

Photo by: Michelle Wittmer Grabowski



# IFB #338-19 VETERANS MEMORIAL PARK – PAVILION, PLAYGROUND & MULTI-PURPOSE FIELD

WORK SESSION – June 06 & June 20, 2019



# Background and Overview



- ❖ The SPLOST VI resolution specifies that a portion of the revenue funds received will renovate the park fields and other park related items.
- ❖ The BOC approved \$800,000.00 for renovations for recreation facilities.
- ❖ The Veterans Memorial Park renovation includes converting an unused field into a multi-purpose field, allowing this dirt to be moved to the Senior Center expansion across the street. This will save in the removal of the excess dirt removed from this field.
- ❖ The pavilion, playground and a portion of the walking trails will be renovated during this contract.

# Procurement Approach and Procedure



## BID ACCORDING TO POLICY

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

# Scope of Services



- ❖ Some of the scope of services include:
  - Cast in place retaining wall
  - Stone masonry
  - Metal fabrications
  - Heavy timber construction & trusses
  - Rough Carpentry
  - Wood decking
  - Standing seam metal roof panels
  - Doors/windows
  - Plumbing/electrical/HVAC
  - Excavating, backfilling, compacting for structures
  - Site clearing, earth moving
  - Asphalt/concrete paving
  - Parking lot markings & bumpers



# Veteran's Memorial Park: Proposed Civil Site Plan

- BUILD-WALL
- PR-PAVILION
- PR-PLAY GROUND
- PR-STRIPING
- PR-AMPHITHEATER
- PR-WALL
- PR-CURB BACK
- PR-ASPHALT
- PR-STORM POND
- PR-CONCRETE
- PR-AMPHITHEATER FLOOR
- PR-DISTURBANCE
- PR-Multi Use Field
- PR-CONTOUR MAJOR



# Offers Received

		<b>Vertical Earth</b>	<b>Scroggs &amp; Grizzel</b>	<b>Diversified Const</b>	<b>Magnum Contract</b>	<b>Barnsely Construct</b>
<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>
Veterans Memorial Park - Pavilion, Playground and Multi-Purpose Field - Base Bid - Without the CIP Retaining Wall	Lump Sum	<b>\$1,762,480.63</b>	<b>\$2,198,498.00</b>	<b>\$2,265,000.00</b>	<b>\$2,392,487.00</b>	<b>\$2,490,000.00</b>
CIP Retaining Wall	Lump Sum	<b>\$582,671.58</b>	<b>\$891,197.00</b>	<b>\$1,140,000.00</b>	<b>\$916,771.00</b>	<b>\$8,000.00</b>
<b>CURRENT PROJECT SCOPE TOTAL</b>		<b>\$2,345,152.21</b>	<b>\$3,089,695.00</b>	<b>\$3,405,000.00</b>	<b>\$3,309,258.00</b>	<b>\$2,498,000.00</b>
<b>ALTERNATE</b>	<b>UNIT OF MEASURE</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>
Slope at 2:1 Without the CIP Retaining Wall	Lump Sum	<b>\$11,541.59</b>	<b>(\$40,000.00)</b>	<b>(\$25,000.00)</b>	<b>N/A</b>	<b>TBD</b>
<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE DESCRIPTION</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>	<b>TOTAL COST</b>
Unsuitable Soil	Per cubic yard unforeseen, removal and hauloff (based on minimum of 25 CY)	<b>\$26.52</b>	<b>\$17.00</b>	<b>\$55.00</b>	<b>\$16.00</b>	<b>\$30.00</b>
Structural Soil	Per cubic yard additional structure soils (based on minimum of 25 CY)	<b>\$27.31</b>	<b>\$20.00</b>	<b>\$55.00</b>	<b>\$20.00</b>	<b>\$30.00</b>
Sidewalks	Typical 4" thick (SF)	<b>\$31.24</b>	<b>10</b> <b>\$7.00</b>	<b>\$9.00</b>	<b>\$5.00</b>	<b>\$8.00</b>

# REDUCED SCOPE OF WORK/COSTS AFTER CONTRACT NEGOTIATIONS



## Vertical Earth - Pre Contract Negotiation

ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL COST
Veterans Memorial Park - Pavilion, Playground and Multi-Purpose Field - Base Bid - Without the CIP Retaining Wall	Lump Sum	<b>\$1,762,480.63</b>
CIP Retaining Wall - Original Scope	Lump Sum	<b>\$582,671.58</b>
<b>TOTAL PROJECT COST</b>		<b>\$2,345,152.21</b>

## Vertical Earth - Post Contract Negotiation

ITEM DESCRIPTION	UNIT OF MEASURE	TOTAL COST
Veterans Memorial Park - Pavilion, Playground and Multi-Purpose Field - Base Bid - Without the CIP Retaining Wall	Lump Sum	<b>\$1,762,480.63</b>
Slope at 2:1 with Reduced CIP Retaining Wall	Lump Sum	<b>\$277,580.00</b>
Removal of Amphitheater Scope of Work	Lump Sum	<b>-\$48,015.44</b>
Regrading of Existing Maintenance Building Area (removal of driveway)	Lump Sum	<b>-\$21,019.40</b>
Removal of Sidewalk Along Recreation Rd - Keep Handicap Ramps	Lump Sum	<b>-\$4,741.54</b>
<b>TOTAL PROJECT COST</b>		<b>\$1,966,284.25</b>

# Staff Recommendation



Staff respectfully requests the Board to accept the bids submitted and to award a contract to Vertical Earth, not to exceed the amount of \$1,966,284.25 and to approve the use of additional Park & Recreation SPLOST VI funds for this project.

THANK YOU





**Item Attachment Documents:**

1. Presentation of Request to Donate Property Located at 1168 Quail Cove Drive in Big Canoe- Property Owner James W. Bryant Jr.



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

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

Work Session: 06.20.19

Prepared By: \_\_\_\_\_

Voting Session: 07.02.19

Presenter: \_\_\_\_\_

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

Agenda Item Title: Presentation of Request to Donate Property Located at 1168 Quail Cove Drive in Big Canoe

### Background Information:

Please see attached document

### Current Information:

Please see attached document

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

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

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

Finance Dept. Authorization: Vickie Neikirk

Date: 6/13/19

County Manager Authorization: DH

Date: 06.13.19

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

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

### Comments/Attachments:

15

Before we took ownership of 1168 Quail Cove, the property at some point was gifted to Mr. Larry Ruff, founder of Wildwood Christian Academy. Ultimately the property was a gift to Wildwood Christian Academy. At some point during ownership from Wildwood, the property accumulated unpaid back taxes, owed to the County. At the time, our children were attending Wildwood and Mr. Ruff informed us that the school was unable to pay for the back taxes on the property. My wife and I discussed the matter and offered to help the school and Mr. Ruff by taking over the property, our intent was to help the school out by paying the back taxes and taking ownership of the property. Unfortunately, we did not realize that Mr. Ruff had several financial issues and Wildwood Christian Academy eventually closed the following year. This concerned us greatly because our intent was to help Mr. Ruff and we were eventually going to gift the property back to the Wildwood.

We currently live in Talking Rock and we never access the property. We do not take part in any of the amenities for Big Canoe.

Since purchasing the property, we have found that the monthly HOA dues are putting a financial constraint on our own finances. The current HOA fees are \$169.00 a month. We are currently up to date on the taxes and the HOA fees.

We would like to petition the County to allow us to donate the property back to the County. As stated previously, we never access the property, nor do we utilize the amenities from Big Canoe. I am a full disabled veteran and I retired from the United States Army in 2015.

My wife and I appreciate your consideration.

Very Respectfully,

James W. Bryant, Jr.

**Item Attachment Documents:**

2. Presentation of Request for Contract Assignment by Professional Probation Services Inc.-  
Judge Andrew Fuller, Superior Court / Keith Ward, Professional Probation Services Inc.



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session:

Prepared By: ANDY FULLER

Voting Session:

Presenter: ANDY FULLER/KEITH WARD

Public Hearing: Yes  No

Agenda Item Title: Presentation of REQUEST FOR CONTRACT ASSIGNMENT BY PROFESSIONAL PROBATION SERVICES INC. (PPS) (SEE EXHIBIT ONE)

Background Information:

DAWSON COUNTY ON BEHALF OF THE DAWSON COUNTY SUPERIOR COURT CONTRACTS WITH NORTHEAST GEORGIA PROBATION SERVICES TO PROVIDE PROBATION SERVICES TO INDIVIDUALS CONVICTED AND SENTENCED BY THE DAWSON COUNTY SUPERIOR COURT. THIS PROBATION SERVICES CONTRACT WAS ENTERED ON FEBRUARY 8, 2017 WITH AN EXPIRATION DATE OF DECEMBER 31, 2021. (SEE EXHIBIT A)

Current Information:

NORTHEAST GEORGIA PROBATION SERVICES IS OWNED AND OPERATED BY ITS PARENT COMPANY, PROFESSIONAL PROBATION SERVICES, INC. (PPS). GIVEN THAT IT OWNS SEVERAL PRIVATE PROBATION SERVICES COMPANIES UNDER DIFFERENT NAMES, PROFESSIONAL PROBATION SERVICES, INC. (PPS) IS REQUESTING THAT EACH CONTRACTING COUNTY ASSIGN ANY CONTRACTUAL RIGHT TO PROFESSIONAL PROBATION SERVICES, INC. (PPS). IN LEGAL AND PRACTICAL EFFECT, THIS ASSIGNMENT WILL ONLY CHANGE THE NAME OF DAWSON COUNTY'S PRIVATE PROBATION PROVIDER FROM NORTHEAST GEORGIA PROBATION SERVICES TO THE PARENT COMPANY

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Professional Probation Services, Inc. -> (SEE EXHIBIT B)

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

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

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

Finance Dept. Authorization: Vicki Nuckel

Date: 6/12/19

County Manager Authorization: DA

Date: 6/12/19

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

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

Comments/Attachments:

MEMORANDUM

DATE: February 18, 2015  
TO: NEGAP Contracted Courts  
FROM: Clay Cox, CEO  
PPS Family of Companies  
RE: Request for Contract Assignment

As most of you know, Professional Probation Services, Inc. (PPS) was blessed with the opportunity to acquire, along with two other competitors, Northeast Georgia Probation Services (NEGAP). This has been a challenging and rewarding experience for our corporate family benefitting our courts, communities and those in the care of our supervision programs. By the summer, we will have taken the final steps to allow all 68 office locations within the corporate family (see more information here: <http://professionalprobation.com/index.html>) to become linked by a new case management system *ProbationTracker OTS*. This new, cutting-edge, web-based software will allow clients to make payments at any office location, on-line, or even using their smart-phone, and our case managers to access- and update- any offender file from any location. The time has come to become one organization.

Accordingly, though the faces in our local offices and those serving our courts will not change, the name and logo on (some) of the office doors will- to PPS.

I am respectfully requesting that our NEGAP courts consider assigning their existing contracts to PPS, helping us reduce administrative costs and re-direct those resources to the delivery of field services. This assignment would keep the terms of the contract in place without exception and would be effective July 1, 2019. We are excited about this step forward, and as always, we appreciate the honor to serve you.

I remain at your service; my cell is 404-395-3609.



STATE OF GEORGIA  
COUNTY OF DAWSON

CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES

THIS CONTRACT made and entered into this 8<sup>th</sup> day of February, 20 17, by and between Dawson County, Georgia (hereinafter referred to as the "County") and Northeast Georgia Probation Services, Inc. (hereinafter referred to as "NGPSI"), upon the request and consent of the Chief Judge of the Dawson County Superior Court and the Dawson County Probate Court (hereinafter referred to as the "Courts").

WITNESSETH:

WHEREAS, the County, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with NGPSI with the consent of the Courts, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, NGPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the County with the approval of the Courts; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by NGPSI of such probation services as ordered by the Courts.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE COUNTY

The County shall designate NGPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Superior and Probate Courts.

SCOPE OF SERVICES

NGPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Courts which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between NGPSI and the County, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Courts.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.



- E. Maintain individual files for each offender participating in NGPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. NGPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Courts during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Courts to participate in such programs during the period of the Contract and assure that NGPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Courts shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Courts. NGPSI shall prioritize the collection of restitution before the collection of fines and probation fees. NGPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Courts as frequently as the Courts require on the amount of Court fines, costs, fees, and restitution ordered and collected from each offender. The report shall include the total dollar amount applied to Courts' ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Courts as frequently as the Courts require.
- N. Comply with all laws regarding confidentiality of offender records.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Courts shall assist NGPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for NGPSI to conduct pre-sentence or probationer investigations as may be requested. NGPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. NGPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.
- S. NGPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. NGPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.
- U. NGPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision. There are no caseload size limitations regarding pay-only cases.
- V. NGPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Courts. NGPSI will maintain records of community service participation and completion.
- W. NGPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Courts and shall require probationer's compliance. NGPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. NGPSI shall conduct on-site drug and alcohol screens as determined necessary by the Courts, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the courts' imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.

- Z. NGPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Courts. NGPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Courts shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Courts' Judicial Procedures.

#### **PERIOD OF SERVICE**

The performance of the aforementioned services shall commence on the 15<sup>th</sup> day of January, 2017, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2017, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one year terms on January 1<sup>st</sup> each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party within 30 days of the current term's expiration in accordance with O.C.G.A. §36-60-13.

#### **PAYMENTS FOR SERVICES**

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the County, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligation of the County. The County shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §30-60-13.

#### **DEFICIENCIES IN SERVICE, TERMINATION**

In the event the County determines there are deficiencies in the service and work provided by NGPSI, the County shall notify NGPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, NGPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by NGPSI in performing services pursuant to this Contract. If NGPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the County may declare NGPSI in default and this Contract shall be declared terminated upon receipt by NGPSI of notice thereof. NGPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

#### **DISPUTES**

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by NGPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the County is the complaining party, each such question shall be submitted to the Chief Judge of the Dawson County Superior Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dawson County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

**TRANSFER OF OPERATIONS**

In the event NGPSI defaults for any reason in the service provided for by this Contract, the County may, at its election and upon five (5) working days' prior written notice to NGPSI, take possession of all records and other documents generated by NGPSI in connection with this Contract, and the County may use the same in the performance of the services described herein. NGPSI agrees to surrender peacefully said records and documents. The County shall provide NGPSI with a written receipt of those items over which the County assumes exclusive control. NGPSI agrees that in the event it disputes the County's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the County, or seek monetary damages as its remedy in a court of competent jurisdiction.

**RIGHT TO REQUIRE PERFORMANCE**

The failure of the County at any time to require performance by NGPSI of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**ACCESS TO BOOKS AND RECORDS**

The County's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to NGPSI's representative, to all NGPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

**INSURANCE**

NGPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

**INDEMNIFICATION/HOLD HARMLESS**

With regard to the work to be performed by NGPSI, neither the County nor the Courts shall be liable to NGPSI, or to anyone who may claim a right resulting from any relationship with NGPSI, for any negligent act or omission of NGPSI, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, NGPSI agrees to indemnify and hold harmless the County and the Courts, their officials, employees, agents, or participants with the Courts and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of NGPSI, including wrongful criminal acts of NGPSI, or NGPSI's employees, agents, or representatives. Further, the County is to be named as an additional named insured on NGPSI's liability insurance policies.

**ASSIGNMENT**

The duties and obligations assumed by NGPSI are professional services unique to NGPSI and are therefore not transferable or assignable without prior consent of the County and the Courts. Consent, however, shall not be unreasonably withheld.

**VALIDITY**

This Contract shall be binding on any successor to the undersigned official of the County or Courts. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

**NOTICE**

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County:                   Dawson County Board of Commissioners  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

As to NGPSI:                       John C. Cox, President  
Northeast Georgia Probation Services, Inc.  
81 Crown Mountain Place, Suite C, Unit 500  
Dahlonega, Georgia 30533

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

**ENTIRE AGREEMENT**

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the County and NGPSI.

*Exhibit A, page 5x*

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

Dawson County Board of Commissioners

BY:   
Billy Thurmond, Chairman

Northeast Georgia Probation Services, Inc.

BY:   
John C. Cox, President


(Corporate Seal)

Approved:

Dawson County Superior Court

BY:   
C. Andrew Fuller, Chief Judge

Dawson County Probate Court

BY:   
Jennifer Burt, Judge

BY:   
County Clerk

(County Seal)

## NGPSI Specifications for Services

<b>Pay-Only Probation Supervision</b>	<b>\$38.00 per month</b> Pay-only probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Courts.
<b>Basic Probation Supervision</b>	<b>\$38.00 per month</b>
<b>Indigent Supervision</b>	<b>\$0.00 – As determined and ordered by the Courts</b>
<b>Pre-Trial/Diversion Supervision</b>	<b>\$38.00 per month</b>
<b>Under the Influence Alcohol Course (for adults)</b>	<b>\$75.00</b>
<b>Alcohol-Wise JV Course (for juveniles)</b>	<b>\$75.00</b>
<b>Marijuana 101 Drug Education Course (for adults)</b>	<b>\$75.00</b>
<b>Marijuana 101 JV Drug Education Course (for juveniles)</b>	<b>\$75.00</b>
<b>STOPLifting Course (for adults)</b>	<b>\$75.00</b>
<b>STOPLifting JV Course (for juveniles)</b>	<b>\$75.00</b>
<b>Parent Alcohol and Drug Education Course (Parent-Wise)</b>	<b>\$0.00</b>
<b>Electronic Monitoring</b>	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
<b>On-Site, Standard Multi-Panel Drug Screen</b>	<b>\$20.00</b>
<b>ETG Screens</b>	<b>\$35.00 (If applicable)</b>
<b>Community Service Work Coordination</b>	<b>No Cost</b>
<b>Restitution Collection - Direct Disbursement to Victim</b>	<b>No Cost</b>
<b>Court and On-Line Access to the NGPSI Offender Management Computer Program</b>	<b>No Cost</b>
<b>Transfer of Supervision</b>	<b>For 24/7 Internet Access to all Offender Data and Activity</b>
<b>Domestic Violence Workshop</b>	<b>No Cost to any of our more than 40 locations nationwide</b>
<b>Anger Control Workshop</b>	<b>No Cost referral to a Certified Treatment Provider</b>
<b>Youthful Offender Workshop</b>	<b>No Cost referral to a Certified Treatment Provider</b>
<b>Resume and Interview Skills Development with Job Placement Assistance</b>	<b>No Cost</b>
<b>Indemnification of the County, and Naming the County as an Additional Insured</b>	<b>No Cost – Professional and General Liability</b>

**State of Georgia  
County of Dawson**

**ADDENDUM TO CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES BY AND BETWEEN  
DAWSON COUNTY, GEORGIA AND NORTHEAST GEORGIA  
PROBATION SERVICES, INC.**

WHEREAS, Dawson County and Northeast Georgia Probation Services, Inc. (NGPSI) have heretofore entered into a Contract bearing the date of February 8, 2017, for Probation Supervision and Rehabilitation Services pursuant to which the County has retained NGPSI to coordinate and provide certain probation services to the Dawson County Superior and Probate Courts; and

WHEREAS, Dawson County and NGPSI desire to amend the terms of said Contract;

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dawson County and NGPSI do hereby enter into this Addendum of said Contract and hereby incorporate this Addendum into said Contract:

**Modification of the Period of Service**

This Addendum shall serve as a modification of the language describing the period of service contemplated by the original Contract as follows:

The performance of the aforementioned services shall be controlled by this Addendum commencing on April 1, 2018, and shall continue with a specific expiration date of midnight December 31, 2018, which is the close of the calendar and the Dawson County fiscal year. The contract shall terminate absolutely and without further obligation on the part of the County at midnight of that date unless renewed in accordance with the terms of this Addendum. Any renewals of the Contract shall likewise expire at midnight of December 31<sup>st</sup> of each renewal year. The Contract shall automatically renew for specific one year terms each year on January 1, 2019, and on January 1<sup>st</sup> of each year immediately following in the event there has been no termination prior to December 31<sup>st</sup> of the renewal year. There may be up to four auto renewals of the contract in accordance with the foregoing terms, such that if the Contract is renewed each year the final renewal shall be for calendar/fiscal year 2021, and shall expire and terminate on December 31, 2021, unless otherwise terminated at an earlier time.



The automatic renewal provided for above shall occur, and the Contract shall continue under the same terms and conditions of the written Contract and this Addendum, unless written notice of non-renewal is directed to the other party not less than thirty (30) days prior to the current term's normal December 31<sup>st</sup> expiration. Said renewals may continue for a maximum of four renewal periods.

Notwithstanding anything else herein, either party may terminate this contract upon thirty (30) days' written notice with or without cause. The County may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of NGPSI, or filing of a voluntary or involuntary case in bankruptcy or for receivership.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum this 3<sup>rd</sup> day of May, 2018.

**Dawson County Board of Commissioners**

By: [Signature]

Billy Thurmond, its Chairman

**Northeast Georgia Probation Services, Inc.**

By: [Signature]

John C. Cox, President

**Approved by the Dawson County Superior Court:**

[Signature]

Hon. C. Andrew Fuller, Chief Judge

**Approved by the Dawson County Probate Court:**

[Signature]

Hon. Jennifer Burt, Chief Judge

Attest: [Signature]

Kristen Cloud, County Clerk

Exhibit A page TEN

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, MAY 3, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

---

**A. ROLL CALL**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ANNOUNCEMENTS**

**E. APPROVAL OF MINUTES**

Minutes of the Voting Session held on April 19, 2018

**F. APPROVAL OF AGENDA**

**G. PUBLIC COMMENT**

**H. PUBLIC HEARING**

1. Revised Alcohol Ordinance *(1st of 1 hearing)*

**I. NEW BUSINESS**

1. Consideration of Request for Merit Salary Increase for Chief Appraiser Kurt Tangel
2. Consideration of Year End Budget Request for Juvenile Court
3. Consideration of IFB #314-18 - Ram 5500 4x4 Crew Cab Dump Flatbed Work Truck for Public Works
4. Consideration of IFB #313-18 - Milling Machine Rental Services
5. Consideration of IFB #311-18 - Paver Special Lowboy
6. Consideration of Proposed Misdemeanor Probation Contract Addendum
7. Consideration of Resolution Requesting Speed Limit Reductions from the Georgia Department of Transportation on State Highways Within the City of Dawsonville
8. Consideration of Board Appointment:
  - a. Parks & Recreation Board
    - i. Heather Tierney- *reappointment* (Term: May 2018 through December 2023)

**J. PUBLIC COMMENT**

**K. ADJOURNMENT**

**CONTRACT ASSIGNMENT AGREEMENT**

*State of Georgia*

This Assignment Agreement (the "Agreement") is entered into by and between NORTHEAST GEORGIA PROBATION SERVICES, INC (the "Assignor"), having their principal address located at 1770 Indian Trail Road, Suite 350, Norcross, GA 30093 and PROFESSIONAL PROBATION SERVICES, INC. (the "Assignee"), having their principal address located at 1770 Indian Trail Road, Suite 350, Norcross, GA 30093, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged,

**WITNESSETH:**

*WHEREAS*, Assignor entered into a Contract, included as an attachment to this Agreement, with DAWSON COUNTY, GEORGIA (the "Obligor"), referred to hereinafter as "the Contract";

*WHEREAS*, the Contract has an original expiration date of December 31, 2021 as may be extended as permitted therein;

*WHEREAS*, the Contract contains the following provision: "Assignment. The duties and obligations assumed by NGPSI are professional services unique to NGPSI and are therefore not transferable assignable without prior consent of the County and the Courts. Consent, however, shall not be unreasonably withheld."

*WHEREAS*, Assignor wishes to assign all of their rights and obligations under the Contract with DAWSON COUNTY, GEORGIA to Assignee; and

*NOW THEREFORE*, Assignor and Assignee agree to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in and to the Contract with DAWSON COUNTY, GEORGIA, to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with DAWSON COUNTY, GEORGIA.

III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract provided, however, that after the assignment of the Contract, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Assignee's performance.

IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Georgia and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute this Assignment Agreement declaring its effective date as JULY 1, 2019, as follows:

ASSIGNOR:



NORTHEAST GEORGIA PROBATION SERVICES, INC

3-15-19

\_\_\_\_\_  
Date

ASSIGNEE:

*[Handwritten Signature]*  
3-15-19

\_\_\_\_\_  
PROFESSIONAL PROBATION SERVICES, INC.

\_\_\_\_\_  
Date

OBLIGOR:

\_\_\_\_\_  
DAWSON COUNTY, GEORGIA

\_\_\_\_\_  
Date

APPROVAL:

*[Handwritten Signature]*  
\_\_\_\_\_  
Judge Jennifer Burt

JUDGE

5/3/19

\_\_\_\_\_  
Date

Date

STATE OF GEORGIA  
COUNTY OF Dawson

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Dawson County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

159886  
Federal Work Authorization User Identification Number

9-23-2008  
Date of Authorization

Professional Probation Services, Inc.  
Name of Contractor

Contract for Probation Supervision and Rehabilitation Services  
Name of Project

Dawson County, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 6-13, 2019 in Moreno (city), GA (state).

Diana Fessenden  
Signature of Authorized Officer or Agent

Diana Fessenden  
Printed Name and Title of Authorized Officer or Agent

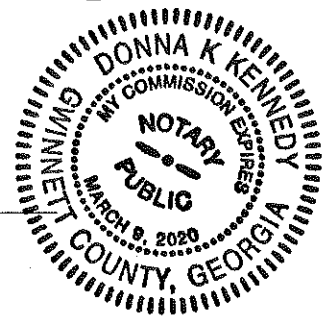
SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 13 DAY OF June,  
2019

Donna K. Kennedy  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

3/9/2020



**Item Attachment Documents:**

3. Presentation of Special Event Business License Application - *Carol Stream Amusements Inc. Carnival*- Planning & Development Director Jameson Kinley



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 6/20/19

Prepared By: Harmony Gee

Voting Session: 7/2/19

Presenter: Jameson Kinley \_\_\_\_\_

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

Agenda Item Title: Presentation of Special Event Business License for Carol Stream Amusements, Inc.

**Background Information:**

Carol Stream Amusements Inc. will be setting up in the same location in the outlet mall parking lot as they have done for the past 2 years.

**Current Information:**

The carnival is set to take place between July 25<sup>th</sup>-August 4<sup>th</sup> and they are anticipating around 200 visitors per day. The hours of operation will be Monday-Friday 5:00-11:00 p.m. and Saturday and Sunday 1:00-11:00 p.m. There will be no charge for admission; concessions will also be available to patrons in addition to the outlet mall's food court. All necessary signatures and supporting documents have been obtained.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

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

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

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

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

County Manager Authorization: \_\_\_\_\_

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

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

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

**Comments/Attachments:**



## **SUBMITTAL & WORK SESSION SCHEDULE**

*If the application requires Board of Commissioner approval,  
Planning & Development will provide you with submittal dates for your application.*

***FAILURE TO APPEAR AT MEETINGS CONSTITUTES ABANDONMENT AND  
DISMISSAL OF THE CASE, UNLESS THE APPLICANT SHOWS JUST CAUSE BY  
REASON OF ILLNESS OR HEALTH OR OTHER EMERGENCY WITHIN A  
REASONABLE TIME, IN WRITING.***

1. Application is considered at a commission work session.
2. Application is approved or denied at a voting session.

***COMMISSION MEETINGS ARE HELD AT THE GOVERNMENT CENTER,  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534.***

***Work sessions begin at 4:00 p.m. Voting sessions begin at 6:00 p.m.***

Prior to the submittal date, applicants are encouraged to request and participate in a pre-application conference with Planning and Development staff to discuss the particulars of the request.

### **E. Application Checklist**

[ ✓ ]

#### **LETTER OF INTENT**

Include details of the event and potential impact on the community as to security, health, law enforcement, fire, emergency services, utilities, and roads.

[ ✓ ]

#### **ALL APPLICABLE BLANKS FILLED OUT ON THE APPLICATION**

Attach additional sheets of paper, if needed. If something is not applicable to your event, write "N/A" in that blank.

[ ✓ ]

#### **SITE PLAN INFORMATION**

Provide a detailed site plan showing location of proposed event and corresponding roads affected by the event.

[ ✓ ]

#### **PAID PROPERTY TAX RECEIPT**

Obtain from the Tax Commissioner's Office at 25 Justice Way, Suite 1222 -  
Phone: 706.344.3520.

# Special Event Business License Application

LL 312 344  
TMP 345 371 13-S Acreage of the request 160' x 255'

## ZONING OF THE PROPERTY C-HB

911 Street address of property: 800 Highway 400S, Dawsonville GA 30534

Submittal Date 4/29/19 Time 1:25 am (pm) Rec'd. By M. Horn  
Staff initials

Board of Commissioners Work Session Date: JUNE 20, 2019  
(if applicable)

Board of Commissioners Meeting Date: JULY 2, 2019  
(if applicable)

## Applicant Information (Authorized Representative)

Printed Name Carol Stream Amusements, Inc.

Address 2509 Lake Shore Drive  
Orlando, FL 32803

Phone office

Email Address \_\_\_\_\_

Status  Owner  Authorized Agent  Lessee  Option to purchase

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

## Property Owner Information

Name SIMON / Premium Outlet Partners LP

Address 800 Highway 400S. P.O. Box 7066  
Dawsonville, GA 30534 Indianapolis, IN

Phone (706) 216 - 3609 46207

## Property Information

911 Street Address of Property 800 Highway 400 S., Dawsonville GA 30534

Directions to Property Located on Hwy 400 S and Lumpkin  
Campground Road S. @ Dawson Forest Road E.

\*  
ADD'L  
INFO  
ATTACHED

Tax Map & Parcel # (TMP) 114 004

Land Lot(s) 312 District see attached Section see attached

Commission District # see attached

Subdivision Name see attached Lot # 312

Current Zoning C-HB Current Use of Property commercial  
(Example: residence, farm, commercial)

### SURROUNDING ZONING:

North C-IR South C-HB  
East C-PCD West RA/C-HB

### PROPOSED ACCESS:

Access to the development will be provided from:

Road Name Highway 400 S

Type of Road Surface paved

SITE PLAN: Attach detailed site plan.

Site plan notes: Carnival will utilize ~134 parking spaces  
of the 3137 parking spaces

Requested Action & Details of Proposed Use

Special Event Business License for carnival in parking lot

DATE (S) OF THE EVENT JULY 25 - AUGUST 4, 2019

Anticipated Attendance 200 per day

Existing Utilities:  Water  Sewer  Gas  Electric

Number of Parking Spaces utilize ~134 of 3137 spaces

Number of Maintenance Personnel: 2

Nearest Emergency Medical Clinic: Northside Hospital, Inc.  
81 Northside Dawson Dr., Dawsonville GA 30534  
Distance to Clinic: 1 Mile (706) 344-3300

Total # of Toilet Fixtures Provided: 1 ASA and 3 Regular

Total # of Public Water Fountains: Water available @ concession

Proposed Hours of Operation: M-F 5:00 pm to 11:00 pm  
(See page 5 for times not permitted to operate.) Sat 1:00 pm to 11:00 pm  
Sun 1:00 pm to 11:00 pm

Is there a charge for admission, a ticket, or a tour?  Yes  No ADMISSION

Is there a temporary tent structure?  Yes  No  
If yes, what is the square footage? 12' x 12' - NO SIDES

Are food vendors participating in the event?  Yes  No  
If yes, are they licensed by the Environmental Health Department?  Yes  No  
(Provide copy of licenses)

If yes, how many vendors will participate? 1 - Carol Stream Amusements.

Will alcohol be served or sold during the event?  Beer  Wine  Yes  No  
If yes, what type? Liquor

**Requested Action & Details of Proposed Use**  
(Continued)

Is there any potentially dangerous or hazardous activity?  Yes  No  
If yes, please describe \_\_\_\_\_

\_\_\_\_\_

Will any national or local celebrity be participating in the event?  Yes  No  
If yes, provide name and describe type of participation \_\_\_\_\_

\_\_\_\_\_

Will there be any media coverage?  Yes  No  
If yes, provide name(s) of media and describe type of coverage \_\_\_\_\_

\_\_\_\_\_

Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County Marshal, or other county personnel?  Yes  No  
If yes, describe \_\_\_\_\_

\_\_\_\_\_

Note that as a condition on the issuance of a temporary special event business license, the license holder shall indemnify and hold Dawson County harmless from claims, demand, or cause of action that may arise from activities associated with the special event.

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

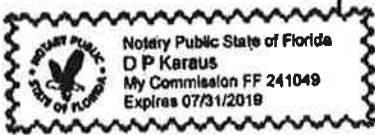
STATE OF GEORGIA, DAWSON COUNTY

I, (Print Name) Shirl T. Magid, DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT.

Shirl T. Magid  
Applicant's Signature

I HEREBY CERTIFY THAT Shirl T. Magid SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 29 DAY OF April 2019.



D P Keraus  
Notary Public

FOR OFFICE USE ONLY:

APPROVALS:

DATE:

Chairman,  
Commissioners

Board

of

\_\_\_\_\_

Sheriff

\_\_\_\_\_

Emergency

Services

\_\_\_\_\_

Environmental

Health

\_\_\_\_\_

County Marshal

\_\_\_\_\_

Planning

Director

\_\_\_\_\_

County Manager

\_\_\_\_\_

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

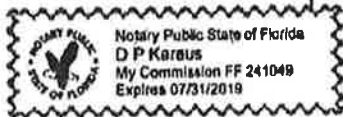
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Shirl T. Magid  
Applicant's Signature

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THIS 29 DAY OF April, 2019.



D Karaus  
Notary Public

FOR OFFICE USE ONLY:

APPROVALS:

DATE:

Chairman,  
Commissioners

Board

of

Sheriff

Emergency

Environmental

County Marshal

Planning

County Manager

Engl...

Services

Health

Director

5-21-19

37,486.81  
40,200

# CARNIVAL

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

**STATE OF GEORGIA, DAWSON COUNTY**

I, (Print Name) Shirl T. Majid, DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT.

Shirl T. Majid  
Applicant's Signature

I HEREBY CERTIFY THAT Shirl T. Majid SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 19 DAY OF April 2019.



D.P. Kerasa  
Notary Public

**FOR OFFICE USE ONLY:**

**APPROVALS:**

**DATE:**

Chairman,  
Commissioners

Board

of

Sheriff

Emergency

Services

Environmental

Health

County Marshal

Planning

Director

County Manager

J. C. Bailey 5/12/19  
J. C. Bailey 5/22/2019



37, 48, 84  
46, 800

CARNIVAL

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

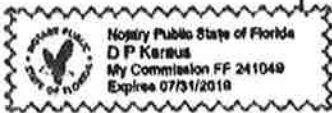
STATE OF GEORGIA, DAWSON COUNTY

I, (Print Name) Shirl T. Magid, DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT.

Shirl T. Magid  
Applicant's Signature

I HEREBY CERTIFY THAT Shirl T. Magid SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 29 DAY OF April, 2019.



D Karstus  
Notary Public

FOR OFFICE USE ONLY:

APPROVALS:

DATE:

Chairman,  
Commissioners

Board

of

Sheriff

Emergency

Services

Environmental

Health

County Marshal

Planning

Director

County Manager

J. C. Bailey 5/22/19

Carnival 7-25-19 to 8-4-19

### PROPERTY OWNER AUTHORIZATION

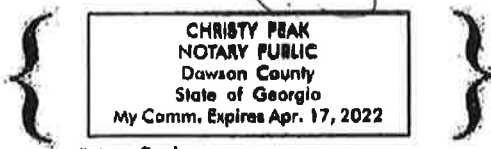
I / we SIMON - Johnathan Andrews, GM hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

Address: 800 Highway 400 S, Dawsonville GA 30534  
TWP: LL 312 344 345 371 13-5

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request. I hereby authorize the person named below to act as the applicant or agent in pursuit of a business license for a special event hold on this property. I understand that any license granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application.

Printed Name of applicant or agent Shirl T. Magid  
Signature of applicant or agent Shirl T. Magid Date 4/29/19  
Mailing address 2509 Lake Shore Drive  
City, State, Zip Orlando FL 32803  
Telephone Number \_\_\_\_\_

Printed Name of Owner(s) SIMON - Johnathan Andrews, GM  
Signature of Owner(s) [Signature] Date 5/16/19  
Notary Public [Signature] Date 5/16/19



(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)



INCORPORATED  
USDOT 373405  
2509 Lake Shore Drive  
Orlando, Florida 32803  
(407) 894-6920

May 9, 2019

Dawson County  
25 Justice Way, Suite 2322  
Dawsonville, Georgia 30534

Attn: Margaret Honn

RE: Letter of Intent for Special Event Business License Application  
Carnival @ North Georgia Premium Outlets  
July 25– August 4, 2019

Dear Dawson County,

Carol Stream Amusements, Inc. is an outdoor amusement company and will be working with the North Georgia Premium Outlets returning to host an outdoor carnival in the parking area. Our contact for the North Georgia Premium Outlets will work with the team to ensure all permitting information is provided in a timely manner for a successful completion to meet our July 25 opening date. We are looking so forward to working with your departments and staff to obtain the necessary permits for Dawson County.

Our carnival offers adult and kiddie rides, food concessions and games. We have free admission to the carnival. Individual tickets and unlimited ride wristbands are sold for the rides.

In regards to the potential impact on the community, we visit many communities within the state of Georgia and experience positive impacts each time ☺:

- We will be located on private property, on a small section of the parking lot area
- The carnival will set up and remain in the same area for the duration = no movement within the parking lot, therefore will not impact any of the roads regarding ingress and egress of patrons for the North Georgia Premier Outlet Mall
- Our ride layout team will set up our rides ensuring that we do not occupy any fire lanes or emergency access
- We are submitting Temporary Food & Toilet Permits to Bill Ringle @ Environmental Health Dawson County Environmental Health (706) 265-2930

- Security & Law Enforcement – we would like to hire off-duty officers, will contact department to schedule
- Will contact the Fire Marshall to provide flame certificates for tents (all open-sided, none exceed 12'x12')
- We have a Certified Crowd Management employee on staff
- We have attached a copy of our 2019 State of Georgia Safety Fire Commission Carnival License Number 1874
- Included copy of our company Articles of Incorporation
- Included our 2019 Georgia Insurance Department PERMIT No. AC-0104 to Operate Amusement and Carnival Rides
- Included Certificate of Insurance naming Dawson County as an Additional Certificate Holder
- We will rent local dumpster and portable toilets for the carnival and have them delivered to the carnival site

We have completed the application and included important supporting documentation for your perusal. We are happy to answer any questions and/or provide additional information as needed to complete the permitting process in Dawson County prior to June 29<sup>th</sup>.

I can mail check for \$100.00 or provide credit card information to cover for Permit Fee – please let me know your preference. Thank you so much – we look forward to hearing from you soon!

*Debbie Karaus* 

Debbie Karaus  
Carol Stream Amusements, Inc.  
(407) 894-6920 office  
(407) 730-1006 cell

	<b>DOTW</b>	<b>DATE</b>	<b>OPEN</b>	<b>CLOSE</b>
1	Thursday	July 25, 2019	5:00 PM	11:00 PM
2	Friday	July 26, 2019	5:00 PM	11:00 PM
3	Saturday	July 27, 2019	1:00 PM	11:00 PM
4	Sunday	July 28, 2019	1:00 PM	10:00 PM
5	Monday	July 29, 2019	5:00 PM	11:00 PM
6	Tuesday	July 30, 2019	5:00 PM	11:00 PM
7	Wednesday	July 31, 2019	5:00 PM	11:00 PM
8	Thursday	August 1, 2019	5:00 PM	11:00 PM
9	Friday	August 2, 2019	5:00 PM	11:00 PM
10	Saturday	August 3, 2019	1:00 PM	11:00 PM
11	Sunday	August 4, 2019	1:00 PM	10:00 PM



2509 Lake Shore Drive  
 Orlando, Florida 32803  
 (407) 894-6920  
[smagid@cfl.rr.com](mailto:smagid@cfl.rr.com)

**N. Georgia Premium Outlets**  
 800 Highway 400 S., Dawsonville, GA 30534  
 Lt. Christopher Murphy (706) 429-5595 cell (706) 344-3535 Ext. 20531 office  
[cmurphy@dawsoncountysheriff.org](mailto:cmurphy@dawsoncountysheriff.org)

	<b>Date</b>	<b>Day of Week</b>	<b># Officers</b>	<b>Time</b>
1	26-Jul	Friday	1 Officer	7PM - 11PM
2	27-Jul	Saturday	1 Officer	7PM - 11PM
3	28-Jul	Sunday	1 Officer	7PM - 11PM
4	2-Aug	Friday	1 Officer	7PM - 11PM
5	3-Aug	Saturday	1 Officer	7PM - 11PM
6	4-Aug	Sunday	1 Officer	7PM - 11PM

Carol Stream Amusements Contact:

Tim Magid

Susan Magid

→ Rate of Pay directly to officers \$ 40.00 /hour with 4-Hour Minimum shift

→ 2 Hour Cancellation Notice for Weather

Printed: 5/21/2019 8:42:43 AM



**Official Tax Receipt**  
**Dawson County**  
**25 Justice Way, Suite 1222**  
**Dawsonville, GA 30634**  
**--Online Receipt--**

**Phone: (706) 344-3520**  
**Fax: (706) 344-3822**

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2018 - 2541	114 004 / 1 LL 312 344 345 371 372 LD 13-S FMV: 44823600	\$428802.40	\$0.00 Fees: \$0.00 \$0.00	\$0.00	\$428802.40	\$0.00
<b>Totals:</b>		<b>\$428802.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$428802.40</b>	<b>\$0.00</b>

**Paid Date: 11/26/2018**

**Charge Amount: \$428802.40**

**CHELSEA GCA REALTY**  
**CPG PARTNERS LP**  
**P O BOX 6120**

**INDIANAPOLIS, IN 46206**



Scan this code with your mobile phone to view this bill

**Dawson County, Georgia Board of Commissioners  
Affidavit for Issuance of a Public Benefit  
As Required by the Georgia Illegal Immigration Reform and Enforcement Act of 2011**

By executing this affidavit under oath, as an applicant for a Dawson County Business License, Out of County Business Registration, Alcohol License, or other public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following with respect to my application for such Dawson County public benefit.

I am a United States citizen.

I am a legal permanent resident of the United States. *(FOR NON-CITIZENS)*

I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. *(FOR NON-CITIZENS)*

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one **secure and verifiable document**, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. *(See reverse side of this affidavit for a list of secure and verifiable documents.)*

The secure and verifiable document provided with this affidavit can best be classified as:

Florida Drivers license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Orlando (city), Florida (state)

Shirl T. Magid  
Signature of Applicant

Shirl T. Magid  
Printed Name

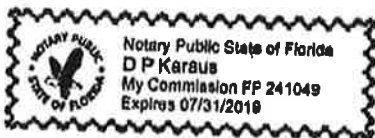
5/9/19  
Date

Carol Stream Amusements  
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON THIS 9 DAY OF May, 2019

[Signature] Notary Public

My Commission Expires: 7/31/19



*This affidavit is a State of Georgia requirement that must be completed for initial applications and renewal applications for public benefits as referenced in O.C.G.A § 50-36-1(a)(3). The person who has made application for access to public benefits on behalf of an individual, business, corporation, partnership or other private entity must complete and sign the affidavit and provide a secure and verifiable document.*



Dawson County, Georgia Board of Commissioners

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

5/5/16

Date of Authorization

Carol Stream Amusements, Inc.

Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Shirl T. Magid

Signature of Authorized Officer or Agent

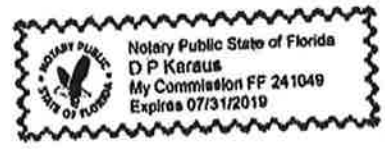
Shirl T. Magid

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn to me in the City of Orlando, FL (state) on this the 9th day of May, 2019.

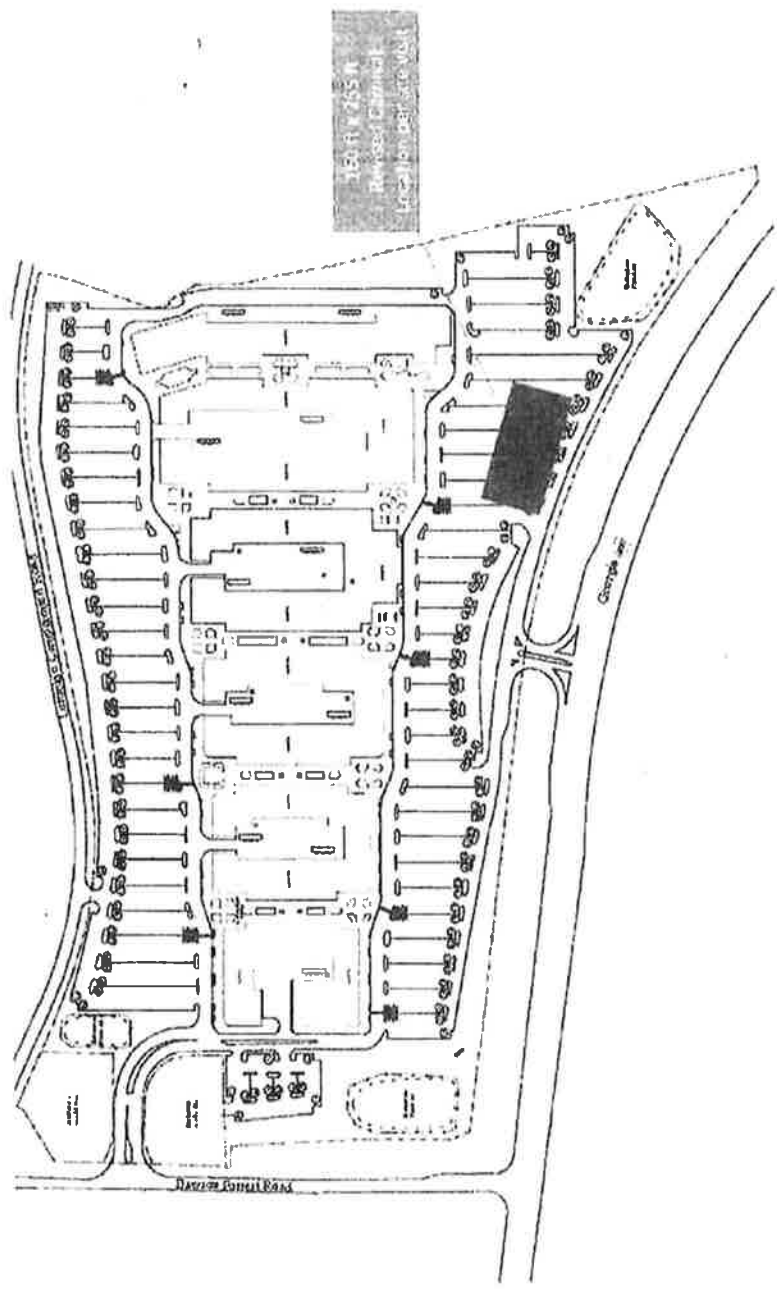
NOTARY PUBLIC

My Commission Expires: 7/31/19



See reverse side for Private Employer Exemption Affidavit





**SIMON**  
 North Georgia Premium Outlets  
 900 Highway 420 South  
 Dawsonville, GA 30534  
 Phone: 770.971.1111

**Project Data**  
 150' x 75' x 5'  
 150' x 75' x 5'

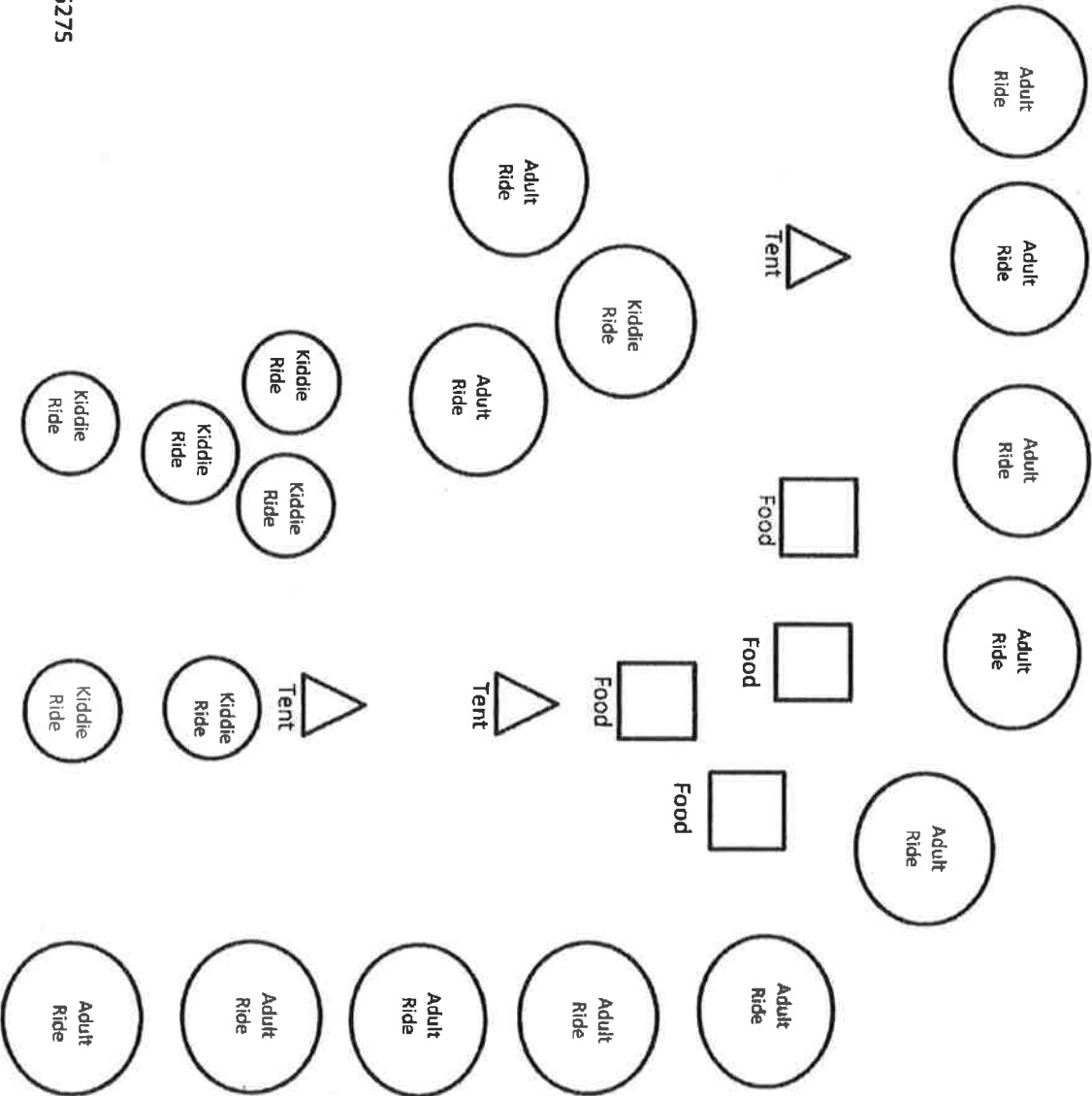


150' x 75' x 5'

**Carol Stream Amusements, Inc.**  
**Ride Layout**  
Covering Approximately 134 Parking Spaces

**2019**

**N. Georgia Premium Outlets**  
**800 Highway 400 S.**  
**Dawsonville, GA**



Port-o-lets

Contact:  
Tim Magid  
(321) 231-5275



N. Georgia Premium Outlet Mall  
2019

## Carol Stream Amusements, Inc. Ride & Concession Dimensions

Dimensions

Unit of Measure

Setbacks or  
Notations

1	ALI BABA	12' X 55'	660	SF	
2	BEES	25' CIRCLE	492	SF	
3	BUMPER CARS	50' x 50'	1966	SF	
4	CENTURY WHEEL	66' x 34'	2244	SF	
5	CICLONE	55" Long x 45" Deep	2475	SF	
6	CIRCUS TRAIN	40' x 30'	1200	SF	
7	CLIFF HANGER	65' x 70' - 24' S/B TO BACK AXLE	4550	SF	24' to back axle
8	DIZZY DRAGON	40' CIRCLE	1259	SF	
9	DROP ZONE	34' x 18'	612	SF	
10	GIANT SLIDE	15' x 95'	1425	SF	
11	JET SKI	28" CIRCLE	616	SF	
12	KANGAROO	15' x 25' - 12' S/B	375	SF	
13	MERRY-GO-ROUND	40' CIRCLE	1259	SF	
14	MUSIC EXPRESS	57' x 48' - DRIVERS SIDE 27' S/B	2736	SF	
15	ORBITER	55' CIRCLE	2379	SF	
16	ORIENT EXPRESS	66' x 35' - 27' DRIVER TO CURB 30' FRONT TO CURB	2310	SF	27' driver to curb & 30' front to curb
17	ROUND UP	45' CIRCLE	1593	SF	
18	SEA RAY	70' x 35' - 9' S/B	2450	SF	9' SB
19	SPINNER	42" CIRCLE	1385	SF	
20	TILT-A-WHIRL	42' CIRCLE x 52' ENTRANCE	1388	SF	
21	TORNADO	50' CIRCLE - 28' TO FRONT AXLE	1966	SF	28' to front axle
22	WIGGLE WURM	40' x 40'	1600	SF	
1	Corn Dog & Burger Fryer	20' x 8'	160	SF	
2	Fried Dough	20' x 8'	160	SF	
3	Popper	20' x 8'	160	SF	
4	Lemonade	10' x 6'	60	SF	

*Certificate of Achievement*  
*This is to certify that*

Susan Magid

*has completed the course*  
*Crowd Management Training*

Issued: February 8, 2019  
Expires: February 8, 2021



R11WAFsgCJ





**STATE OF GEORGIA**  
**OFFICE OF**

**GEORGIA SAFETY FIRE COMMISSIONER**

**NO.**

**JIM BECK**  
**SAFETY FIRE COMMISSIONER**

SUITE 916 WEST TOWER – FLOYD BUILDING  
2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

**Carnival License**

Name of Show

CAROL STREAM AMUSEMENTS, INC / S&T MAGIC ENTERPRISES, INC.

Name of Owner

SHIRL T. MAGID

Street or Post Office

2509 LAKE SHORE DR

City

Orlando

State

FL

Zip Code

32803

This Fire Prevention Regulatory License issued upon compliance with the chapter of Prevention of hazards as set forth in the rules and regulations promulgated by the Georgia Safety Fire Commissioner. Failure to comply with these regulations shall be sufficient grounds for revocation. The fee for such license shall be one hundred fifty dollars (\$150.00) for each calendar year or part thereof, for the period from date hereof to and including the Thirty-first day of December of the same year.

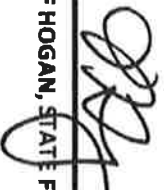
THIS LICENSE IS NOT TRANSFERABLE AND IS REVOCABLE FOR CAUSE. FOR MULTI-UNIT CARNIVALS/CIRCUSES, ONE LICENSE PER UNIT PER YEAR.

Issued:

02/25/2019

For Calendar Year:

2019

  
JEFF HOGAN, STATE FIRE MARSHAL

Fees paid

# GEORGIA INSURANCE DEPARTMENT

2 Martin Luther King, Jr. Dr., 920 West Tower, Atlanta, GA 30334  
404-679-0687 www.oci.ga.gov

## PERMIT TO OPERATE AMUSEMENT AND CARNIVAL RIDES

Has Been Issued by the  
Safety Inspections Division

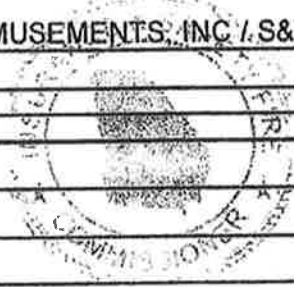
COMPANY NAME CAROL STREAM AMUSEMENTS, INC / S&T MAGIC ENTERPRISES, INC.

ADDRESS 2509 LAKE SHORE DR  
ORLANDO FL 32803

OWNER/OPERATOR SHIRL T. MAGID

DATE ISSUED 02/25/2019

EXPIRES 12/31/2019



THE RIDES COVERED BY THIS PERMIT SHALL NOT BE USED  
UNTIL INSPECTED BY STATE INSPECTOR

Permit No. AC-0104

Benjamin Crawford  
CHIEF ENGINEER

### THIS PERMIT MUST BE DISPLAYED

OWNER# 4010

Ride Name	Manufacturer	Jur. # - Serial #	Insp. Date	Insp. Init.
ALI BABA	ARM	THR-13887-AB204-02-26-10	5-2-19	[Signature]
BUMBLE BEE	VISA INT'L	KID-12714-646	5-2-19	[Signature]
BUMPER CARS	OTTERBECKER	FAM-05307-SKT0184769	5-2-19	[Signature]
CENTURY WHEEL	CHANCE	FAM-09572-406-05200	5-2-19	[Signature]
CIRCUS TRAIN	ITAL-REGINA	KID-13819-CE-6G/06	5-2-19	[Signature]
CLIFF HANGER	DARTRON	THR-09553-0210041-5K	5-2-19	[Signature]
CYCLONE	TECHNICAL PARK	SPC-13104-3D45047	5-2-19	[Signature]

GID - 337-SF / DOI 4241



DIZZY DRAGON	SELLNER	KID-08049-DRAGON47T00
DROP ZONE	SBF	FAM-09603-972030
JET SKI	HAMPTON	KID-11048-YP370002
MERRY GO ROUND	S.A. ROLLER WORKS	FAM-13938-MG0821206
MUSIC EXPRESS	MAJESTIC	THR-07461-16MEb27190
ORBITER	TIVOLI	SPC-04051-2027041
ORIENT EXPRESS	WISDOM	KID-04234-832815
ROUND UP	HUBERTZ	THR-13815-2239
SEA RAY	MULLIGAN	THR-05110-093102
SLIDE	DARTRON	KID-08338-0209161-5A
SPINNER	HI - LITE	KID-13139-215G32602
TILT-A-WHIRL	SELLNER	FAM-12543-2029E792
TORNADO	WISDOM	FAM-05286-71378
WIGGLE WORM	MAJESTIC	KID-12536-8W276704

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/01/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> T.H.E. Insurance Company <b>NAIC #</b> 12866 <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____
<b>INSURED</b> Carol Stream Amusements, Inc. and S & T Magic Enterprises, Inc. 2509 Lake Shore Drive Orlando, FL 32803	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			CPP0101696-08	7/13/2018	7/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 EFFECTIVE FROM 7/22/19 THROUGH 8/08/19  
 ADDITIONAL INSURED: NORTH GA PREMIUM OUTLETS; DAWSON COUNTY  
 AS RESPECTS TO THE NEGLIGENCE OF THE NAMED INSURED  
 \*\*\*\*\*A REVISED CERTIFICATE WILL BE PROVIDED UPON POLICY RENEWAL\*\*\*\*\*

<b>CERTIFICATE HOLDER</b> Dawson County 25 Justice Way, Suite 2322 Dawson County Government Center Dawsonville, GA 30534	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:		FAX (A/C, No):	
		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: T.H.E. Insurance Company		12866	
INSURED	Carol Stream Amusements, Inc. and S & T Magic Enterprises, Inc. 2509 Lake Shore Drive Orlando, FL 32803	INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	YEAR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPP0101696-08	7/13/2018	7/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMB'D SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED BY (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EFFECTIVE FROM 7/22/19 THROUGH 8/06/19  
 ADDITIONAL INSURED: NORTH GA PREMIUM OUTLETS; DAWSON COUNTY  
 AS RESPECTS TO THE NEGLIGENCE OF THE NAMED INSURED

\*\*\*\*\*A REVISED CERTIFICATE WILL BE PROVIDED AT POLICY RENEWAL\*\*\*\*\*

**CERTIFICATE HOLDER**

North GA Premium Outlets  
 800 Highway 400 S  
 Dawsonville, GA 30534

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Carol A. Serra*

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ACORD 25 (2016/03)

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2509 Lake Shore Drive  
Orlando, Florida 32803  
(407) 894-6920  
[smagid@cfl.rr.com](mailto:smagid@cfl.rr.com)

Margaret – Please  
share with Fire  
Marshall – I did not  
have a contact –  
thanks!

## Fire Marshall Review

Carnival @ N. Georgia Premium Outlets  
800 Hwy. 400 S., Dawsonville, GA 30534  
July 25-August 4, 2019

Carol Stream Amusements will be providing amusement rides, games concessions and four food concessions. A diagram of the location of the equipment is provided. Carol Stream Amusements has several game concession tops that are 12' x 12' with open sides;

A site plan of Mall is attached indicating the area used for the event;

There will be:

- NO pyro techniques or open flames on site
- NO alcohol served
- NO tents or trailers where guest enter for any reason

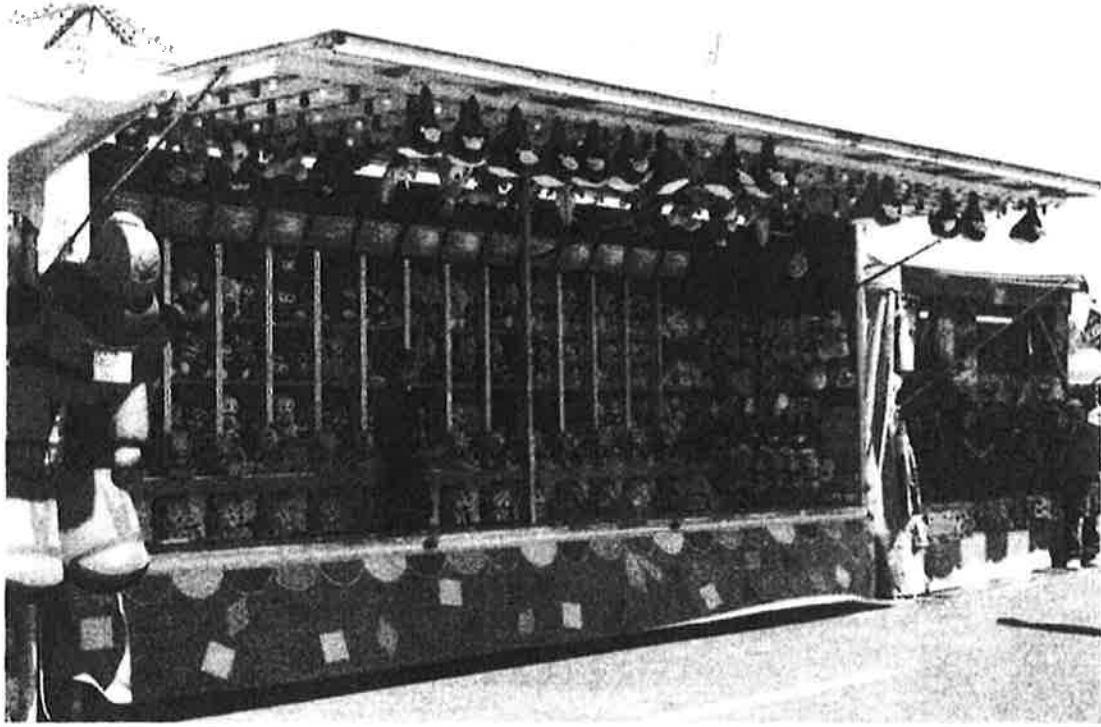
The anticipated number of people attending daily is about 200;

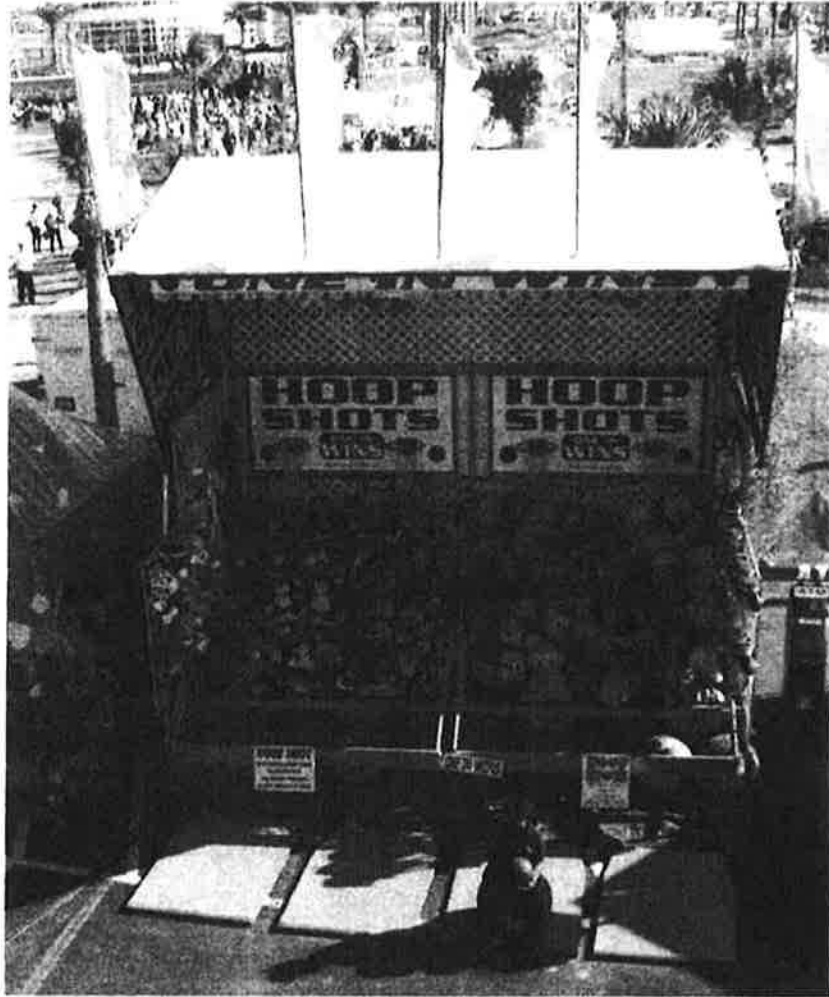
We would like to begin our operation on Thursday July 25. I have attached pictures of several trailers we have on the midway. The trailers are operated by employees - guests do not enter the trailers. The guests walk up to the trailers. We do not have any trailers where guests enter for any reason.

Operating generators will be located a minimum of 20' away from all rides and structures;

We do not have any structures where guests go under for shade;

Flame Certificates and operating schedule attached.





# CERTIFICATE OF FLAME RESISTANCE



Registered Application Concern  
**F-306.1**

ISSUED BY  
**WATERLOO TENT & TARP CO., INC.**  
3105 Airport Blvd.  
WATERLOO, IA 50703  
319-234-4679 800-5371193

Date Work Performed  
**December, 2007**

This is to certify that the material described has been flame retardant treated (or are inherently nonflammable).

Mike Szuder

1207 Meadowfinch Drive Winter Garden FL 34787

Certification is hereby made that

The articles described below on this Certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the rules and regulations of the State Fire Marshal.

Name of chemical used

Chem. Reg. No.

Method of Application

The articles described below on the Certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use. Meets National Fire Association Protection Test #701.

Sunburst

Reg. No. F-306.1

Trade name of flame resistant fabric or material used

The flame retardant process used **WILL NOT** be removed by washing

Herculite Products

Lauren J Williams

Production Company

Quality Control Supervisor

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal.

WATERLOO TENT & TARP CO. INC.

BY

Customer Number szu34787

Order # 50626

P.O. Number SLA 2007

Items (1) 10 x 10 M2 top set for duck pond

Description replacing top made on 25540, in new colors, and in americana

Color purple, mint green Stripe Width

Type & Weight of Material

14 oz. vinyl

**IMPORTANT!!!**  
**DO NOT LOSE**  
THIS IS PROOF THAT YOUR TOP IS FLAME  
RETARDANT. THE FIRE MARSHAL WILL ASK TO SEE  
THIS CERTIFICATE.

*Duck*

# Certificate of Flame Resistance



REGISTERED  
APPLICATION  
CONCERN No.  
F-83.501

Issued By  
*Craig Z Enterprises, Inc.*  
Ashburn, Ga 31714  
(229) 567-0962

Date treated or  
manufactured  
04/22/2015

This is to certify that the materials described on the reverse side have been flame retardant treated (or are inherently nonflammable).

FOR Tim Magid  
CITY Orlando ADDRESS 2509 Lakeshore Dr  
STATE Florida CITY Orlando STATE Florida ZIP 32803

Certification is hereby made that (Check "a" or "b")

(a) the articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_

Method of application \_\_\_\_\_

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used Covin Reg. No. F-83.501

**The Flame Retardant Process WILL NOT Be Removed By Washing**

**Covin** By **Craig Z Enterprises**

Name of Applicator or Production Superintendent

TEXT DEPT., CRAIG Z ENT., INC.



# CERTIFICATE OF FLAME RESISTANCE



Registered  
Application  
Concern No.

F-306.1

ISSUED BY  
WATERLOO TENT & TARP CO., INC.  
3105 Airport Blvd.  
WATERLOO, IA 50703  
319-234-4679 800-5371193

Date Work Performed

January, 2005

This is to certify that the material described have been flame retardant treated (or are inherently nonflammable).

Tim Magid

P O Box 174 Orlando FL 38202

Certification is hereby made that:

The articles described below on this Certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the roles and regulations of the State Fire Marshal.  
Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_

Method of Application \_\_\_\_\_

The articles described below on the Certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use. Meets National Fire Protection Test #701.

Trade name of flame resistant fabric or material used Sunburst Reg. No. F-306.1

The flame Retardant Process used **WILL NOT** Be Removed By Washing

Herculite Products

Production Company

Lauren J Williams

Quality Control Supervisor

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal.

WATERLOO TENT & TARP CO. INC.

BY 

Customer Number MAGID

Order # 38554

P.O. Number \_\_\_\_\_

Items (1) ea. 10 X 10 M2 Center Joint Description  
Top

Color Mint Green- Laker Purple Stripe Width America

Type & Weight of Material

14 oz. vinyl





# CERTIFICATE OF FLAME RESISTANCE



Registered Application Concern No.

F-306.1

ISSUED BY  
WATERLOO TENT & TARP CO., INC.  
3166 Airport Blvd.  
WATERLOO, IA 50703  
319-234-4879 800-6371193

Date Work Performed

June, 2004

This is to certify that the material described has been flame retardant treated (or are inherently nonflammable).

Tim Magid C/o Strates Shows

P O Box 174 Orlando FL 32802

Certification is hereby made that:

The articles described below on this Certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the rules and regulations of the State Fire Marshal.  
Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_

Method of Application \_\_\_\_\_

The articles described below on the Certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use. Meets National Fire Association Protection Test #701.

Trade name of flame resistant fabric or material used Sunburst Reg. No. F-306.1

The flame retardant process used WILL NOT be removed by washing

Herculite Products

Production Company

Lauren J Williams

Quality Control Supervisor

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal.

WATERLOO TENT & TARP CO. INC.

BY *Lauren J Williams*

Customer Number MAGID

Order # 36767 P.O. Number \_\_\_\_\_

Items (1) ea 10 x 14 line up top set from stock Description pink and blue w/ center pole

Color pink and dark blue Stripe Width \_\_\_\_\_

Type & Weight of Material

14 oz. vinyl

**IMPORTANT!!!**  
**DO NOT LOSE**  
THIS IS PROOF THAT YOUR TOP IS FLAME  
RETARDANT. THE FIRE MARSHAL WILL ASK TO SEE  
THIS CERTIFICATE.

*1 Ball game*

*Line - up*

# CERTIFICATE OF FLAME RESISTANCE



Registered Application Concern

**F-306.1**

ISSUED BY  
**WATERLOO TENT & TARP CO., INC.**  
3105 Airport Blvd.  
WATERLOO, IA 50703  
319-234-4679 800-5371193

Date Work Performed

**October, 2009**

This is to certify that the material described has been flame retardant treated (or are inherently nonflammable).

Tim Magid S & T Magic Enterprises

2509 Lakeshore Drive Orlando FL 38203

Certification is hereby made that:

The articles described below on this Certificate have been treated with a flame retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the roles and regulations of the State Fire Marshal.  
Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_

Method of Application \_\_\_\_\_

The articles described below on the Certificate are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use. Meets National Fire Association Protection Test #701.

Trade name of flame resistant fabric or material used Sunburst Reg. No. F-306.1

The flame retardant process used **WILL NOT** be removed by washing

Herculite Products  
Production Company

Lauren J Williams  
Quality Control Supervisor

We hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, "original copy" of which has been filed with the California State Fire Marshal.

**WATERLOO TENT & TARP CO. INC.**

BY 

Customer Number **MAGID**

Order # 57130 P.O. Number \_\_\_\_\_

Items (1) ea. 10 x 10 M2 Center Joint Description **Aztec Confetti**  
Top

Color **Laker Purple, Mint Green, Turquoise, Yellow, Orange** Stripe Width **Aztec**

Type & Weight of Material

14 oz. vinyl

**IMPORTANT!!!**  
**DO NOT LOSE**  
THIS IS PROOF THAT YOUR TOP IS FLAME  
RETARDANT. THE FIRE MARSHAL WILL ASK TO SEE  
THIS CERTIFICATE.

# Certificate of Flame Resistance



REGISTERED  
APPLICATION  
CONCERN No.  
**F-83.501**

Issued By  
*Craig Z Enterprises, Inc.*  
Ashburn, Ga 31714  
(229) 567-0962

Date Printed or  
manufactured  
**04/22/2015**

This is to certify that the materials described on the reverse side have been flame retardant treated (or are inherently nonflammable).

FOR Tim Magid  
CITY Orlando  
ADDRESS 2509 Lakeshore Dr  
STATE Florida ZIP 32803

(a) Certification is hereby made that (Check "a" or "b")  
the articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_  
Method of application \_\_\_\_\_

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used Covin Reg. No. F-83.501

**The Flame Retardant Process WILL NOT Be Removed By Washing**  
By Craig Z Enterprises  
Name of Approver or Production Superintendent TENT DEPT., CRAIG Z ENT., INC.

# Certificate of Flame Resistance



REGISTERED  
APPLICATION  
CONCERN No.  
**F-83.501**

Issued By  
*Craig Z Enterprises, Inc.*  
Ashburn, Ga 31714  
(229) 567-4962

Date treated or  
manufactured  
**09/22/2015**

This is to certify that the materials described on the reverse side have been flame retardant treated (or are inherently nonflammable).

FOR **Tim Magid**  
CITY **Orlando**  
ADDRESS **2509 Lakeshore Dr**  
STATE **Florida** ZIP **32803**

Certification is hereby made that (Check "a" or "b")

(a) the articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used \_\_\_\_\_ Chem. Reg. No. \_\_\_\_\_  
Method of application \_\_\_\_\_

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used **Covin** Reg. No. **F-83.501**

**The Flame Retardant Process WILL NOT Be Removed By Washing**

**Covin**  
Name of Applicator or Production Superintendent  
By **Craig Z Enterprises**  
TEXT DEPT., CRAIG Z ENT., INC.

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CAROL STREAM AMUSEMENTS, INC., a Florida corporation, filed on January 22, 1996, as shown by the records of this office.

The document number of this corporation is F \_\_\_\_\_

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-ninth day of January, 1996



CR2E022 (1-95)

A handwritten signature in cursive script, reading "Sandra B. Martham".

Sandra B. Martham  
Secretary of State

**ARTICLES OF INCORPORATION**

**FILED**

**OF**

95 JAN 22 PM 4:36

**CAROL STREAM AMUSEMENTS, INC.** SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as Incorporator of a corporation under the *Florida General Corporation Act*, adopt the following *Articles of Incorporation* for such corporation:

**ARTICLE ONE**

The name of this corporation shall be **CAROL STREAM AMUSEMENTS, INC.**

**ARTICLE TWO**

The period of its duration is perpetual.

**ARTICLE THREE**

The purpose is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE FOUR**

The corporation is authorized to issue five hundred (500) shares of capital stock, all of one class, at One (\$1.00) Dollar par value.

**ARTICLE FIVE**

The corporation shall not have any directors. The business of the corporation shall be managed by the shareholders in conformance with these Articles.

(a) *Shareholder Quorum and Voting:* A majority of the

outstanding shares of all stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the outstanding shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. Shareholders shall be deemed present at any meeting if a conference by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used, so long as all parties to the communication are aware that the shareholders' meeting is called to order.

(b) *Informal Action:* If all shareholders severally or collectively consent in writing to any action taken or to be taken by the corporation, and the writing or writings evidencing their consent are filed with the Secretary of the corporation, the action shall be as valid as though it had been authorized at a meeting of the shareholders.

#### **ARTICLE SIX**

The corporation shall indemnify any officer, or former officer, to the full extent permitted by law.

#### **ARTICLE SEVEN**

The power to adopt, alter, amend or repeal the by-laws of this corporation of these *Articles of Incorporation* shall be vested in the

shareholders.

**ARTICLE EIGHT**

The date the corporate existence of this corporation shall commence on the date these *Articles of Incorporation* are filed.

**ARTICLE NINE**

The name of the Incorporator signing these Articles of Incorporation is:

S. Timothy Magid  
7120 Lake Ellenor Drive  
Orlando, Florida 32809  
Telephone Number: 855-3939

**ARTICLE TEN**

The name of the initial registered agent and the address of the initial registered office is:

BENITEZ & BUTCHER, P.A.  
1223 East Concord Street  
Orlando, Florida 32803  
Telephone Number: (407)894-5000

**ARTICLE ELEVEN**

The principle address of the corporation is:

S. Timothy Magid  
7120 Lake Ellenor Drive  
Orlando, Florida 32809



IN WITNESS HEREOF, the undersigned Incorporator has  
executed these *Articles of Incorporation* this 19 day of January, 1996.

S. Timothy Magid  
S. Timothy Magid

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State aforesaid and in the County aforesaid to take  
acknowledgements, personally appeared to me S. TIMOTHY MAGID, who is  
personally known to me and who did take an oath, and who executed the  
foregoing **ARTICLES OF INCORPORATION** and he acknowledged before  
me that he executed the same freely and voluntarily and that the facts  
contained therein are true and correct.

WITNESS my hand and official seal in the County and State  
last aforesaid this 19 day of January, 1996.

Jerrie Sapp  
Notary Public

Jerrie Sapp  
Printed or Typed Name of Notary  
My commission expires:  
(Seal)



**REGISTERED AGENT**

I hereby accept the appointment as Registered Agent for the  
above-named corporation

Benitez & Butcher  
BENITEZ & BUTCHER, P.A.  
1223 East Concord Street  
Orlando, Florida 32803

**Item Attachment Documents:**

4. Presentation of Special Event Business License Application - *North Georgia Premium Outlets Food Truck Events*- Planning & Development Director Jameson Kinley



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 6/20/2019

Prepared By: Harmony Gee

Voting Session: 7/2/2019

Presenter: Jameson Kinley

Public Hearing: Yes No x

Agenda Item Title: Special Event Business License-Johnathan Andrews North Georgia Premium Outlets Food Truck

**Background Information:**

North Georgia Premium Outlets would like to hold food truck weekend events (and holidays when applicable) through the summer and into the fall for several reasons: community fellowship, promote and drive traffic to the center and something new and exciting to promote the center.

**Current Information:**

The food trucks will set up in the parking lot of the outlets. They anticipate a positive experience for the community with no negative impacts requiring law enforcement, fire or emergency services.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

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

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

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

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

County Manager Authorization: \_\_\_\_\_

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

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

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

**Comments/Attachments:**

  
**NORTH GEORGIA  
PREMIUM OUTLETS®**  
A SIMON CENTER

June 11, 2019

Dawson County  
Board of Commissioners  
25 Justice Way  
Dawsonville, GA 30534

RE: Letter of Intent for Food Truck Events  
at North Georgia Premium Outlets

To Whom It May Concern:

North Georgia Premium Outlets would like to hold Food Truck weekend events (and holidays when applicable) through the summer and into the fall for several reasons:

- Community fellowship
- Promote and drive traffic to the center
- Something new and exciting to promote the center

The Food Trucks will set up in the parking lot of North Georgia Premium Outlets. We anticipate a positive experience for the community with no negative impacts requiring law enforcement, fire or emergency services.

Thank you for your consideration.

Sincerely,

Johnathan Andrews  
General Manager



19 JUN 11 3:44 PM

800 Highway 400 South, Suite 695, Dawsonville, Georgia 30534  
706.215.8889

**F. SPECIAL EVENT BUSINESS LICENSE APPLICATION**

TMP 114.004 Acreage of the request \_\_\_\_\_

ZONING OF THE PROPERTY CHB

911 Street address of property: 800 Highway 400 South

Submittal Date 6-11-19 Time 3:19 am  pm Rec'd. By DPC  
Staff initials

Board of Commissioners Work Session Date: 6-20-19  
(if applicable)

Board of Commissioners Meeting Date: 7-2-19  
(if applicable)

**APPLICANT INFORMATION**  
(Authorized Representative)

Printed Name Johnathan Andrews

Address North Georgia Premium Outlets  
800 Highway 400 South, #695, Dawsonville, GA 30534

Phone 706.216.3814

Email Address \_\_\_\_\_

Status  Owner  Authorized Agent  Lessee  Option to purchase

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

**PROPERTY OWNER INFORMATION**

Name Simon Property Group

Address 225 West Washington Street  
Indianapolis, IN 46204

Phone \_\_\_\_\_

19 JUN 11 3:44 PM

**PROPERTY INFORMATION**

911 Street Address of Property 800 Highway 400 South

Directions to Property  Hwy 53 E, R @ Hwy 400 South

Tax Map & Parcel # (TMP) 114.006

Land Lot(312, 344, 345, 371, 372) District 13 Section S

Commission District # \_\_\_\_\_

Subdivision Name \_\_\_\_\_ Lot # \_\_\_\_\_

Current Zoning CHB Current Use of Property Commercial  
*(Example: residence, farm, commercial)*

**SURROUNDING ZONING:**

North CIR South CHB

East CHB, RA, COI West CPCD

**PROPOSED ACCESS:**

Access to the development will be provided from:

Road Name Highway 400 South

Type of Road Surface Asphalt

**SITE PLAN:** Attach detailed site plan.

Site plan notes: \_\_\_\_\_

19 JUN 11 3:44 PM

**PROPERTY INFORMATION**

911 Street Address of Property 800 Highway 400 South

Directions to Property Hwy 53 E, R @ Hwy 400 South

Tax Map & Parcel # (TMP) 114.006

Land Lot(s) 312, 344, 345, 371, 372 District 13 Section S

Commission District # 4

Subdivision Name N/A Lot # N/A

Current Zoning CHB Current Use of Property Commercial  
*(Example: residence, farm, commercial)*

**SURROUNDING ZONING:**

North CIR South CHB  
East CHB, RA, COI West CPCD

**PROPOSED ACCESS:**

Access to the development will be provided from:  
Road Name Highway 400 South  
Type of Road Surface Asphalt

**SITE PLAN:** Attach detailed site plan.

Site plan notes: attached

19 JUN 11 3:44 PM





## REQUESTED ACTION & DETAILS OF PROPOSED USE

(Continued)

Is there any potentially dangerous or hazardous activity?  Yes  No

If yes, please describe \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will any national or local celebrity be participating in the event?  Yes  No

If yes, provide name and describe type of participation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will there be any media coverage?  Yes  No

If yes, provide name(s) of media and describe type of coverage \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you foresee any unusual or excessive burden on the Sheriff Department, Emergency Services, County Marshal, or other county personnel?  Yes  No

If yes, describe \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note that as a condition on the issuance of a temporary special event business license, the license holder shall indemnify and hold Dawson County harmless from claims, demand, or cause of action that may arise from activities associated with the special event.**

719 JUN 11 3:44 PM

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

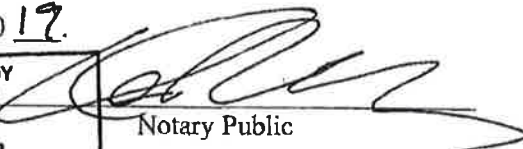
I, (Print Name) Johnathan Andrews, GM of North Ga Premium Outlets DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION STATEMENT ARE TRUE AND CORRECT.

  
Applicant's Signature

I HEREBY CERTIFY THAT Johnathan Andrews SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 11 DAY OF June 2019.

KEVIN R. KENNEDY  
NOTARY PUBLIC  
Dawson County  
State of Georgia  
My Comm. Expires May 30, 2022

  
Notary Public

**FOR OFFICE USE ONLY:**

**APPROVALS:**

**DATE:**

Chairman, Board of Commissioners

\_\_\_\_\_

\_\_\_\_\_

Sheriff

\_\_\_\_\_

\_\_\_\_\_

Emergency Services

\_\_\_\_\_

\_\_\_\_\_

Environmental Health

\_\_\_\_\_

\_\_\_\_\_

County Marshal

\_\_\_\_\_

\_\_\_\_\_

Planning Director

\_\_\_\_\_

\_\_\_\_\_

County Manager

\_\_\_\_\_

\_\_\_\_\_

19 JUN 11 3:44 PM

# PROPERTY OWNER AUTHORIZATION

I / we Johnathan Andrews, General Manager, NGPO hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

Address: 800 Highway 400 South, Dawsonville, GA 30534

TMP: Map P16315

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request. I hereby authorize the person named below to act as the applicant or agent in pursuit of a business license for a special event held on this property. I understand that any license granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application.

Printed Name of applicant or agent Johnathan Andrews

Signature of applicant or agent [Signature] Date 6/11/19

Mailing address 800 Highway 400 South, Suite 695

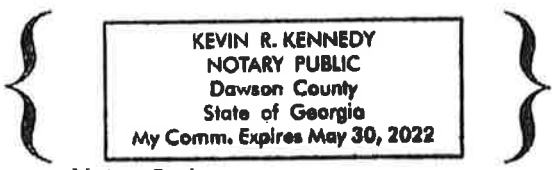
City, State, Zip Dawsonville, GA 30534

Telephone Number \_\_\_\_\_

Printed Name of Owner(s) Johnathan Andrews, General Manager, NGPO

Signature of Owner(s) [Signature] Date 6/11/19

Notary Public [Signature] Date 6/11/19

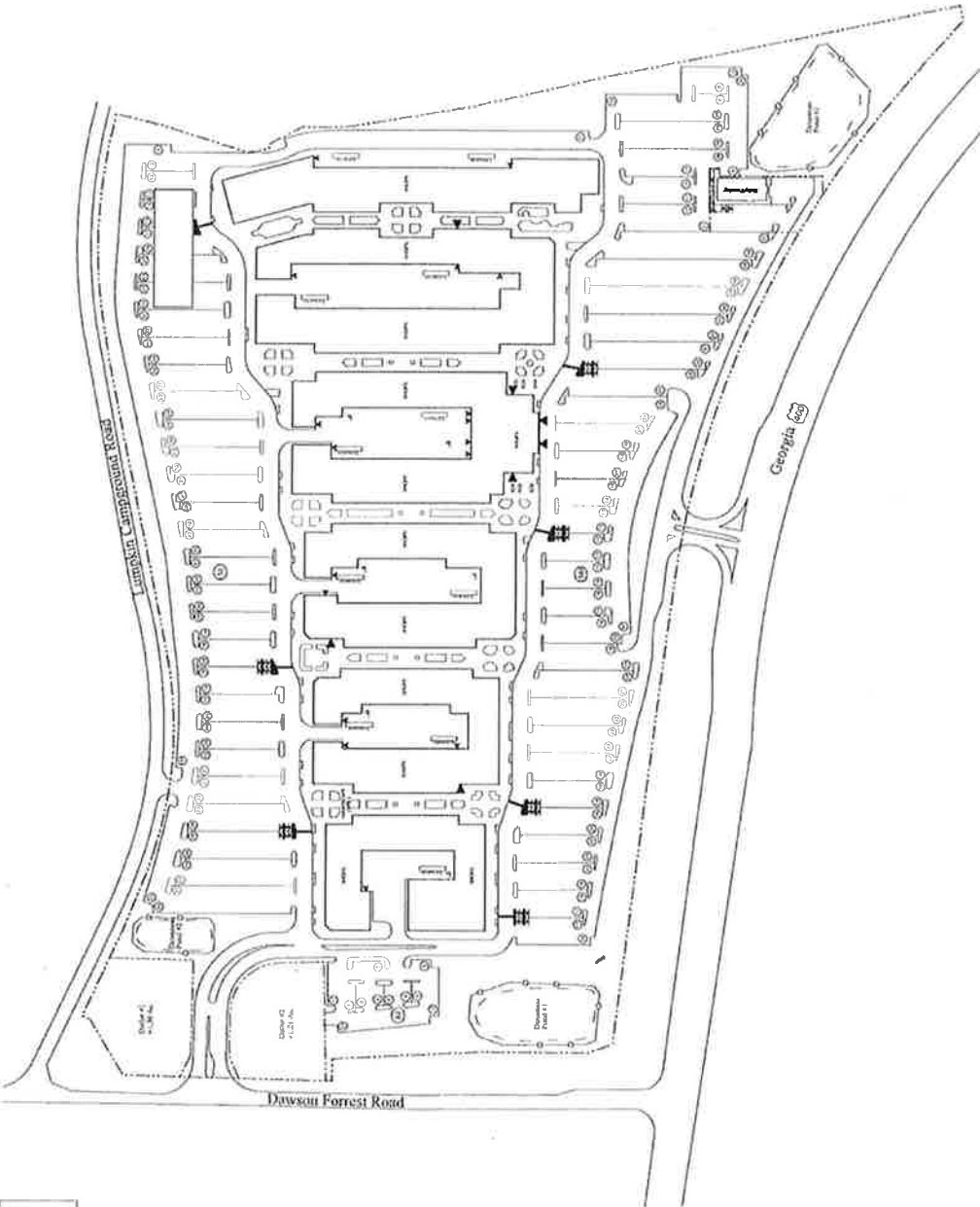


Notary Seal

*(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)*

19 JUN 11 3:44 PM

This sketch is prepared for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landsoft that the General Conditions, drawings and/or specifications are complete or correct. Landsoft reserves the right to modify the design at any time.



Site Plan



Project Data  
 TIME GLA 540,728  
 TOTAL PARKING SPACES 2897  
 SPACE/1000 SF OF GLA 3.34

**SIMON**  
 PREMIUM OUTLETS  
 North Georgia Premium Outlets  
 800 Highway 400 South  
 Dawsonville, GA 30534  
 CORP # 7871

Moddate: March 19, 2018

**Item Attachment Documents:**

5. Presentation of Special Event Business License Application - *Papa Pat's Corn Maze*-  
Planning & Development Director Jameson Kinley



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 6/20/19

Prepared By: Harmony Gee

Voting Session: 7/2/19

Presenter: Jameson Kinley \_\_\_\_\_

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

Agenda Item Title: Presentation of Special Event Business License for Papa Pat's Corn Maze

**Background Information:**

Papa Pat's Corn Maze will be located off of Highway 53 in the Etowah River Bottoms (previous location of Uncle Shuck's).

**Current Information:**

There has been a corn maze at this location for the past 17 years with approximately 30,000 visitors annually. It has become a fall family tradition.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

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

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

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

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

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

County Manager Authorization: \_\_\_\_\_

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

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

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

**Comments/Attachments:**

# Special Event Business License Application

TMP 104-063 Acreage of the request 20

ZONING OF THE PROPERTY R5E

911 Street address of property: 4525 Highway 53 East

Submittal Date 5/13/19 Time 8:30 am pm Rec'd. By PC  
Staff initials

Board of Commissioners Work Session Date: \_\_\_\_\_  
(if applicable)

Board of Commissioners Meeting Date: \_\_\_\_\_  
(if applicable)

## Applicant Information Dawn (Authorized Representative) Bryan Gober

Printed Name Papa Pats, Dawn Bryan Gober

Address 497 Goble Rd Dawson Ga. 30534

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Status  Owner  Authorized Agent  Lessee  Option to purchase

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

## Property Owner Information

Name CHESTATEE, LLC

Address 201 STOWERS CREEK CIRCLE

DAWSONVILLE, GA 30534

Phone \_\_\_\_\_

# Property Information

911 Street Address of Property 4525 Highway 53 East

Directions to Property Highway 53 East at Etowah River and Gober Hill

Tax Map & Parcel # (TMP) 104-063

Land Lot(s) 131, 132, 167, 168, 169 District 13.5 Section \_\_\_\_\_

Commission District # 3 - Tim Satterfield

Subdivision Name \_\_\_\_\_ Lot # \_\_\_\_\_

Current Zoning R-SR Current Use of Property RSR  
(Example: residence, farm, commercial)

## SURROUNDING ZONING:

North RA South RA

East RS West CHB

## PROPOSED ACCESS:

Access to the development will be provided from:

Road Name Highway 53

Type of Road Surface Asphalt

SITE PLAN: Attach detailed site plan.

Site plan notes: Access From Hwy 53

Parking for 100 cars



# Requested Action & Details of Proposed Use

Special Event Business License for Corn maze

DATE (S) OF THE EVENT Sep 6 2019

Anticipated Attendance 30,000

Existing Utilities:             Water     Sewer     Gas         Electric

Number of Parking Spaces 100

Number of Maintenance Personnel: 2

Nearest Emergency Medical Clinic: Berlinger - 2395 Thompson Road

Distance to Clinic: 4803'

Total # of Toilet Fixtures Provided: 5

Total # of Public Water Fountains: 1

Proposed Hours of Operation:    M-F M to T            Friday 10:00 AM to 11:00 PM  
(See page 5 for times not            Sat 10:00 AM to 11:00 PM  
permitted to operate.)            Sun 10:00 AM to 6:00 PM

Is there a charge for admission, a ticket, or a tour?             Yes             No

Is there a temporary tent structure?  
If yes, what is the square footage? \_\_\_\_\_             Yes             No

Are food vendors participating in the event?  
If yes, are they licensed by the Environmental Health Department?  
(Provide copy of licenses)             Yes             No  
If yes, how many vendors will participate? 1

Will alcohol be served or sold during the event?            | Yes             No  
If yes, what type?             Beer             Wine            |            Liquor

**Requested Action & Details of Proposed Use**  
(Continued)

Is there any potentially dangerous or hazardous activity?  Yes  No  
If yes, please describe \_\_\_\_\_

\_\_\_\_\_

Will any national or local celebrity be participating in the event?  Yes  No  
If yes, provide name and describe type of participation \_\_\_\_\_

\_\_\_\_\_

Will there be any media coverage?  Yes  No  
If yes, provide name(s) of media and describe type of coverage \_\_\_\_\_

\_\_\_\_\_

Do you foresee any unusual or excessive burden on the Sheriff's Department, Emergency Services, County Marshal, or other county personnel?  Yes  No  
If yes, describe \_\_\_\_\_

\_\_\_\_\_

Not that as a condition on the issuance of a temporary special event business license, the license holder shall indemnify and hold Dawson County harmless from claims, demand, or cause of action that may arise from activities associated with the special event.

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

I, (Print Name) David Bryan Gobel, DO SOLEMNLY SWEAR, SUBJECT TO PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT.

David Bryan Gobel  
Applicant's Signature

I HEREBY CERTIFY THAT David Bryan Gobel SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 13 DAY OF May 2019.

Diane Callam  
DIANE CALAM, Notary Public  
Notary Public, Georgia  
Dawson County  
My Commission Expires  
May 28, 2019

FOR OFFICE USE ONLY:	APPROVALS:	DATE:	
Chairman, Commissioners	Board	of	_____
Sheriff			_____
Emergency		Services	_____
Environmental		Health	_____
County Marshal			_____
Planning		Director	_____
County Manager			_____

## **PAPA PATS corn maze**

### **Letter of Intent**

**The intent is to operate an agritourist event between early September and late November each year.**

**The potential impact on the community is very positive and has been proven over seventeen (17) years at the same location with the history of approximately 30,000 visitors each year with their tourism dollars. It is a family outing tradition.**

**These visits have had little to no adverse impact on our community's security, its health, law enforcement, fire, emergency services, utilities and roads. We expect to continue this operation in the same safe, beneficial service to our community.**

# PROPERTY OWNER AUTHORIZATION

I / we CHESTATEE, LLC hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

Address: 201 STOWERS CREEK CIRCLE, Dawsonville 30534

TMP: 104-063

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request. I hereby authorize the person named below to act as the applicant or agent in pursuit of a business license for a special event held on this property. I understand that any license granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application.

Printed Name of applicant or agent David Bryan Gober

Signature of applicant or agent [Signature] Date 5-13-19

Mailing address 497 Gober Road

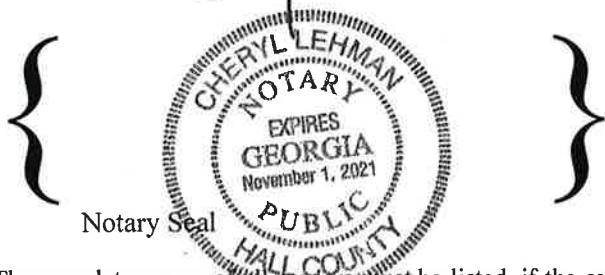
City, State, Zip Dawsonville Georgia 30534

Telephone Number \_\_\_\_\_

Printed Name of Owner(s) CHESTATEE, LLC, by its sole member Fred Stowers

Signature of Owner(s) [Signature] Date 5-10-19

Notary Public [Signature] Date 5-10-19



(The complete names of all partners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

**Owner Information**

CHESTATEE LLC  
 8595 DUNWOODY PLACE  
 ATLANTA, GA 30350

**Payment Information**

Status Paid  
 Last Payment Date 11/26/2018  
 Amount Paid \$2,118.63

**Property Information**

Parcel Number 104 063  
 District 1 DAWSON COUNTY  
 UNINCORPORATED  
 Acres 49.27  
 Description LL 131 132 167 168 169 LD 13-5  
 Property Address 4527 HWY 53 E  
 Assessed Value \$286,104  
 Appraised Value \$715,260

**Bill Information**

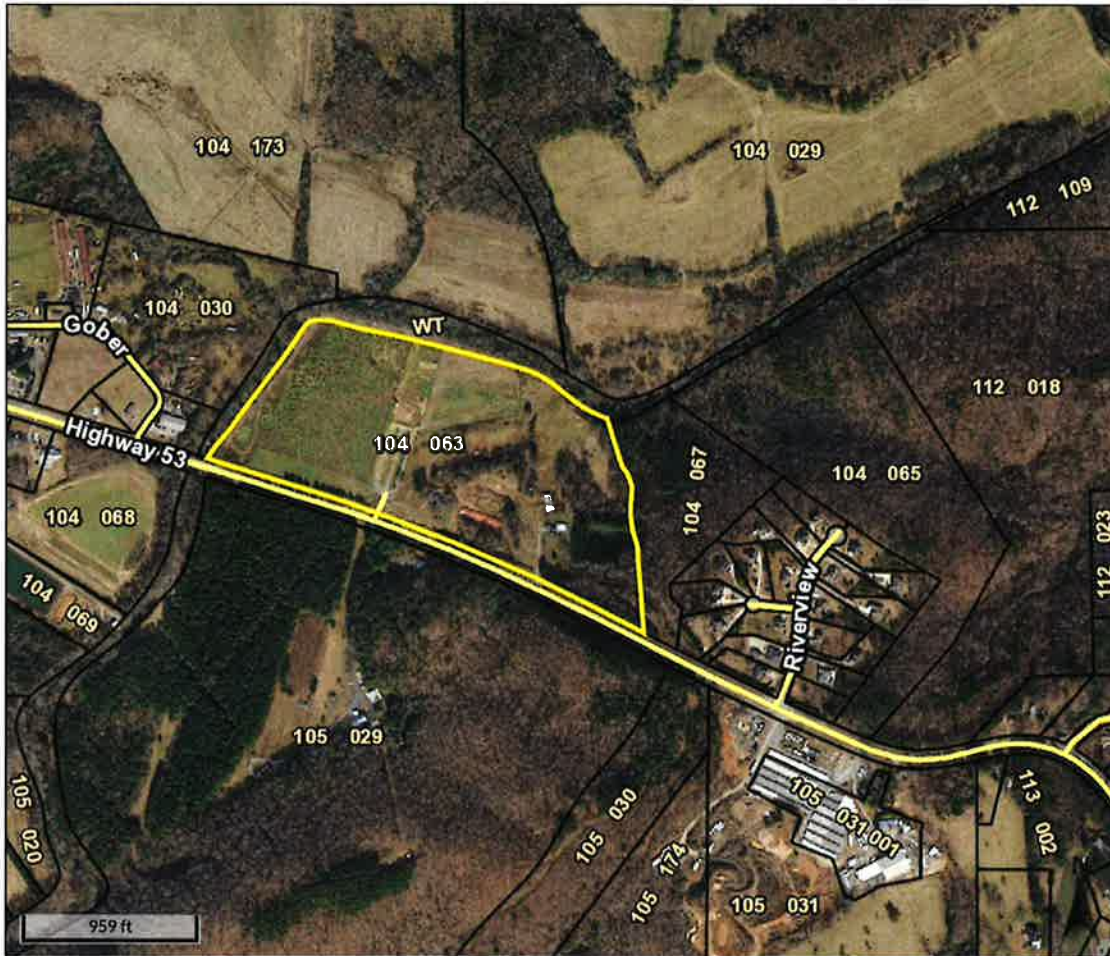
Record Type Property  
 Tax Year 2018  
 Bill Number 2674  
 Account Number 37134  
 Due Date 05/20/2019

**Taxes**

Base Taxes \$2,118.63  
 Penalty \$0.00  
 Interest \$0.00  
 Total Due \$0.00

**Tax Breakdown**

Entity	Adjusted FMV	Net Assmt	Exemptions	Taxable Val	Millage Rate	Gross Tax	Credit	Net Tax
STATE TAX	715,260	286,104	197,518	88,586	0	\$0.00	\$0.00	\$0.00
COUNTY M&O	715,260	286,104	197,518	88,586	14.599	\$1,293.27	\$0.00	\$720.92
SALES TAX ROLLBACK	0	0	0	88,586	-6.461	\$0.00	-\$572.35	\$0.00
SCHOOL M&O	715,260	286,104	197,518	88,586	15.778	\$1,397.71	\$0.00	\$1,397.71
<b>Totals</b>					<b>23.916</b>	<b>\$2,690.98</b>	<b>-\$572.35</b>	<b>\$2,118.63</b>



**Overview**



**Legend**

-  Parcels
-  Roads

<b>Parcel ID</b>	104 063 A	<b>Owner</b>	MLH FARMS INC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Agricultural		1637 WAR HILL PARK RD	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	DAWSONVILLE		DAWSONVILLE GA 30534	n/a	0	n/a	n/a
	DAWSONVILLE	<b>Physical Address</b>	n/a	n/a	0	n/a	n/a
<b>Acres</b>	n/a	<b>Assessed Value</b>	Value \$4210				

(Note: Not to be used on legal documents)

Date created: 5/14/2019  
 Last Data Uploaded: 5/13/2019 12:42:10 PM

Developed by 

**Item Attachment Documents:**

6. Presentation of Emergency Services Pay Compensation Proposal- Emergency Services  
Director Danny Thompson





## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **06.20.19**

Prepared By: **Danny Thompson**

Voting Session: **07.02.19**

Presenter: **Danny Thompson**

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

Agenda Item Title: **Presentation Emergency Compensation**

**Background Information:**

Dawson County Emergency Services maintains an attrition rate of personnel at over 11%. This is currently 7% above the national average of fire departments across the country. In the last year, Dawson County Emergency Services has lost 12 personnel to other fire departments or hospitals. We have advertised for over 52 weeks for full-time firefighter/paramedic openings and received less than 6 firefighter/paramedics applications. We have hired two of those, offered two jobs and they declined and others couldn't pass the background check. We currently have 11 full-time openings for firefighter/paramedic.

**Current Information:**

- Option A: Provides a 10% across the board increase for all personnel.
- Option B: Provides firefighter/EMT a 5% and firefighter/paramedic a 10%.
- Option C: Provide all paramedics with an annual reoccurring \$7,500 incentive.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
X						

Recommendation/Motion: Approve Option A

Department Head Authorization: FDI

Date: 6/6/19

Finance Dept. Authorization: Vickie Neikirk

Date: 6/12/19

County Manager Authorization: DH

Date: 6/12/19

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

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

**Comments/Attachments:**

**Item Attachment Documents:**

7. Presentation of RFP #343-19 - Salary Study for Dawson County Award Request- Human Resources Director Lisa Green / Purchasing Manager Melissa Hawk



# DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources / County Manager

Work Session: 06/20/2019

Prepared By: Melissa Hawk

Voting Session: 07/02/2019

Presenter: Lisa Green / Melissa Hawk

Public Hearing: Yes  No

Agenda Item Title: RFP #343-19 2019 Salary Study for Dawson County

**Background Information:**

A limited scope, non-sealed Request for Quote was released in 2014 and awarded to The Archer Company. A limited update to the 2014 study was performed by The Archer Company in 2017.

**Current Information:**

An RFP was released on April 17, 2019, with more detailed scope of work. Four responses were received on May 3, 2019. Two proposers were disqualified for listing pricing in their technical response. The focus framework will be performed in two separate types A – Public Safety and B – Non-Public Safety. Management Advisory Group Inc. was the highest score with the lowest price in the amount of \$32,500.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1500	579000	\$100,000.00	\$100,000.00	\$32,500.00	\$67,500.00

Recommendation/Motion: To accept the bids submitted and award a contract to Management Advisory Group Inc. in the amount \$32,500. This project would be funded from the General Government Contingency.

Department Head Authorization: Lisa Green

Date: 06/05/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 6/12/19

County Manager Authorization: DH

Date: 6/12/19

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

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

**Comments/Attachments:**

Presentation



War Hill Park

Photo by: Michelle Wittmer Grabowski



# **RFP #343-19**

# **2019 SALARY STUDY**

# **FOR DAWSON COUNTY**

WORK SESSION – June 20, 2019



# Background and Overview



- ❖ The County released a non-sealed Request for Quote for a salary study in 2014 and subsequently contracted for a limited scope of services to The Archer Company.
- ❖ A limited update to the 2014 study was performed by The Archer Company in 2017.
- ❖ This year the County determined a more detailed study with better defined parameters was needed including a study of the current job classification and descriptions.
- ❖ The focus framework will be performed in two parts Type A – Public Safety and Type B – Non-Public Safety. The County will review Type A positions performing dual duty rolls. An example is a firefighter/paramedic.
- ❖ An RFP was released on April 17, 2019, receiving 4 responses of which 2 were disqualified due to including price in their technical response.

# Procurement Approach and Procedure



## BID ACCORDING TO POLICY

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

# Scope of Services

## ❖ Some of the scope of services include:

### 1. Compensation and Benefits Study

- Review current job classifications and descriptions. Update and combine those where possible. Identify management, supervisory, professional and general employees including FLSA status ensuring the status is properly applied (exempt/non-exempt).
- Review current compensation plan (salary and wage rates). Revise and submit to County for review. Develop and submit an instrument to allow internal administration and maintenance of the proposed compensation plan including methodology for tracking and monitoring data in the survey region.

### 2. Survey Conclusion

- Submit final reports with detailed narrative and executive summary to clearly describe study methodology; clearly describe study results, including costs and review of process utilized.
- Develop and submit a communication plan for project implementation.
- Present finalized report to the Board of Commissioners.
- Provide on-going consultation and troubleshooting for one year.

# Project Deliverables



## ❖ Some of the deliverables include:

### 1. Focus Framework

- Develop and provide a focus framework for countywide compensation study to serve as major resource for implementation and completion of project, to be performed as A – Public Safety and B – Non-Public Safety.

### 2. Salary Survey - Submit a copy of following for future use by County:

- Salary survey document, Excel format
- Salary survey questionnaire, Word format
- List of participants, Word format
- Data analysis, Word or Excel format
- All other salary survey tools

### 3. Meetings

- Conduct on-going meetings sharing information, methodology and findings with designated County staff. Conduct surveys with employees.

### 4. Finalization of Project

- Provide all reports detailed in the scope of services
- Develop and provide recommended project implementation plan.
- Presentation of final reports to designated County staff and BOC.



# Evaluation Committee



- ❖ Clerk of Court, Justin Powers
- ❖ Emergency Services, Fire Chief/EMA Director, Danny Thompson
- ❖ Finance, Chief Financial Officer, Vickie Neikirk
- ❖ Human Resources Director, Lisa Green
- ❖ Sheriff's Office, Major/Chief Deputy, Greg Rowan
- ❖ Facilitator – Melissa Hawk, Purchasing Manager

# Evaluation Criteria and Proposer Scores Summary



COMPANY	EVALUATOR	COMPANY BACKGROUND & STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING & APPROACH TO SCOPE OF WORK	REFERENCES	COST/ FINANCIAL	Technical SCORE
<b>Gallagher Benefit Services, Inc.</b>	Danny Thompson	16	17.5	10.5	12		56
	Greg Rowan	10	17.5	7.5	7.5		42.5
	Justin Powers	18	22.5	10.5	7.5		58.5
	Lisa Green	15	20	11.25	10.5		56.75
	Vickie Neikirk	20	22.5	15	13.5		71
	<b>AVERAGE SCORE</b>	<b>15.80</b>	<b>20.00</b>	<b>10.95</b>	<b>10.20</b>		<b>56.95</b>
	<b>TOTAL SCORE</b>	<b>79.00</b>	<b>100.00</b>	<b>54.75</b>	<b>51.00</b>	<b>10.83</b>	<b>295.58</b>
<b>Management Advisory Group, Inc.</b>	Danny Thompson	14	17.5	13.5	10.5		55.5
	Greg Rowan	12	17.5	10.5	10.5		50.5
	Justin Powers	18	25	15	15		73
	Lisa Green	16	21.25	12.75	12		62
	Vickie Neikirk	20	25	15	13.5		73.5
	<b>AVERAGE SCORE</b>	<b>16.00</b>	<b>21.25</b>	<b>13.35</b>	<b>22.50</b>		<b>62.90</b>
	<b>TOTAL SCORE</b>	<b>80.00</b>	<b>106.25</b>	<b>66.75</b>	<b>61.50</b>	<b>25.00</b>	<b>339.50</b>

Condrey and Associates and Paypoint HR were disqualified – price in technical response.

Evaluation weight for this RFP is 75% technical and 25% price.

Scores rounded to the nearest whole number

# Offers Received



Tasks	Gallagher Benefit Services, Inc.	Management Advisory Group, Inc.
Task A - Focus Framework	\$12,500.00	\$4,000.00
Task B - Salary Survey	\$35,000.00	\$11,500.00
Task C - Meetings	\$10,000.00	\$2,000.00
Task D - Reports	\$7,500.00	\$9,500.00
Task E - Implementation	\$5,000.00	\$3,000.00
Task F - Presentations	\$5,000.00	\$2,500.00
<b>Lump Sum Total</b>	<b>\$75,000.00</b>	<b>\$32,500.00</b>
High/Low Variance	42,500.00	0.00
Value of 1 point	7500.00	
Grade Reduction	5.67	0.00
Point (Max. 10)	4.33	10.00
<b>Fee Grade (pts x 2.5)</b>	<b>10.83</b>	<b>25.00</b>

NOTE: For informational purposes only, Condrey & Associates' total cost was \$65,000.00 and Paypoint HR's total cost was \$46,500.00

# Staff Recommendation



Staff respectfully requests the Board to accept the proposals submitted and to award a contract to Management Advisory Group, in the amount of \$32,500.00. This project is to be funded from the General Government Contingency.

THANK YOU

**Item Attachment Documents:**

8. Presentation of FY 2020 Legacy Link Contract- Chief Financial Officer Vickie Neikirk



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services

Work Session: 6-20-2019

Prepared By: Dawn Pruett

Voting Session: 6-20-2019

Presenter: Vickie Neikirk

Public Hearing: Yes  No

Agenda Item Title: Approval of FY20 Legacy Link Contract

Background Information:

Contract allows for county to receive federal / state funds for meals served to senior clients and for daily management expenses at the center.

Current Information:

FY20 Contract: Federal / state funds - \$144,930; County match - \$357,569.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve and ratify the FY 2020 Legacy Link Contract.

Department Head Authorization: Dawn Pruett

Date: 6-11-2019

Finance Dept. Authorization: Vickie Neikirk

Date: 6/12/19

County Manager Authorization: DH

Date: 6/12/19

County Attorney Authorization:       

Date:       

Comments/Attachments:



June 3, 2019

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 Nutrition Program Services Contract for FY-2020 between The Legacy link, Inc. and the Dawson County Commission. This Contract is for the period of July 1, 2019 – June 30, 2020. Attached to each contract is a copy of the EVerify Affidavit.

After the contracts have been reviewed and approved, **please sign and notarize both copies and return both copies to The Legacy Link, Inc.**, Mrs. Pat V. Freeman, Chief Executive Officer of The Legacy Link, Inc., will also sign them. A fully executed copy will then be returned to your office. **Please also complete and return the EVerify Affidavit.**

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or email me at [lgearls@legacylink.org](mailto:lgearls@legacylink.org). We are pleased to continue working with the Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

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

Linda Earls Clark  
Financial Specialist

Enclosure

Parties: The Legacy Link, Inc.  
P.O. Box 1480  
4080 Mundy Mill Road  
Oakwood, Georgia 30566  
Phone No: 770-538-2650

Dawson County Commission  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534  
Phone No: 706-344-3501

Subject: Nutrition Program

Term: July 1, 2019 to June 30, 2020

**AGREEMENT**

THIS AGREEMENT entered into this First day of July, 2019 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

**W I T N E S S E T H:**

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Resources of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Alzheimer Respite and Transportation services to the elderly; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening and Transportation services in Dawson County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2019 to 12:00 Midnight, Eastern Daylight Time, June 30, 2020.



2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Dawson County;

(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 7,500 units of congregate nutrition services to 75 elderly persons, 22,600 units of home-delivered nutrition services to 100 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2019 to June 30, 2020. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 8,500 units of Transportation services to 40 persons.

d) Provide Alzheimer Respite Services for elderly persons in Forsyth County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2019 to June 30, 2020. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 2,925 units of Alzheimer Respite services to 5 persons in Dawson County. The hours of operation for Alzheimer Respite services are Mondays, Tuesdays and Wednesday from 10:00 a.m. to 02:00 p.m.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized

for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2019 to June 30, 2020.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2019.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2019.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Resources to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2019, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty Three Thousand Seven Hundred Fifteen Dollars (\$63,715.00).

(c) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this Agreement shall not exceed Twelve Thousand Nine Hundred Twenty Nine Dollars (\$12,929.00).

(d) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Eight Thousand Four Hundred Thirty Two Dollars (\$8,432.00) and federal and state funds for home-delivered meals in the amount of Forty Three Thousand Five Hundred Ninety Six Dollars (\$43,596.00).

(e) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Sixteen Thousand Two Hundred Fifty Eight Dollars (\$16,258.00)

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Five Thousand Three Hundred Seventy Two Dollars (\$5,372.00) will be available for nutrition site operations, and One Thousand Five Hundred Twenty Nine Dollars (\$1,529.00) for Transportation services, and One Thousand Eight Hundred Six Dollars (\$1,806.00) for Alzheimer services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 7,500 congregate and 22,600 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty Thousand One Hundred Forty Three Dollars (\$20,143.00) for congregate meals and Forty Three Thousand Four Hundred Fourteen Dollars (\$43,414.00) 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 Fifty Seven Thousand Five Hundred Sixty Nine Dollars (\$357,569.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement.

The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2019 to June 30, 2020.

(b) Agreement between the Legacy and the Georgia Department of Human Resources to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to Lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Resources Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal

property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Resources shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Resources will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to

immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime



Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Resources respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Resources as a sponsoring agency without prior approval. The Contractor shall not display the Georgia Department of Human Resources' name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Resources. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Resources.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex I that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier

covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

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



**Item Attachment Documents:**

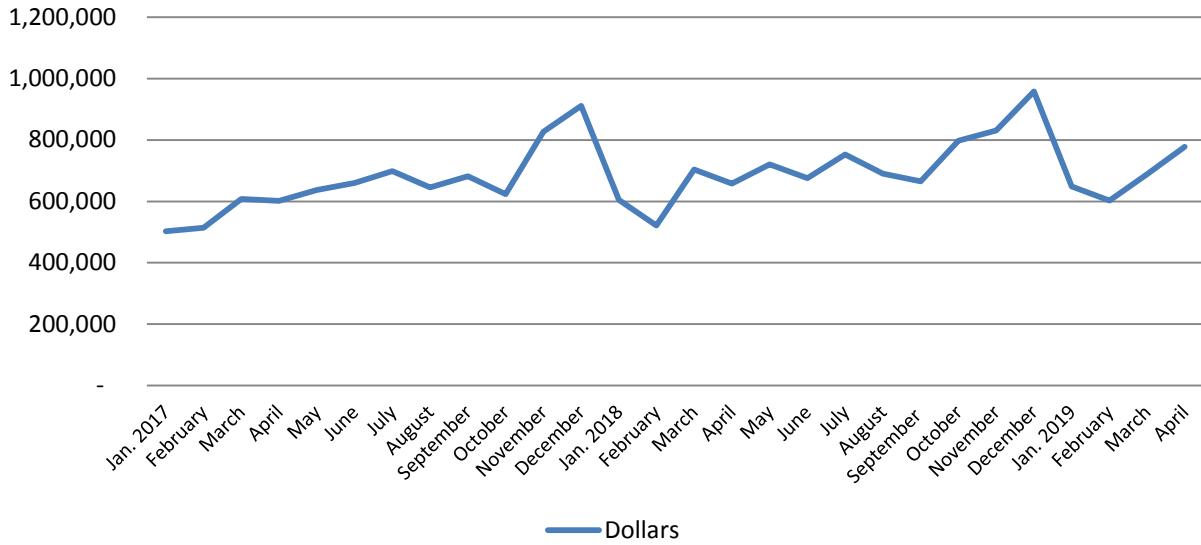
9. County Manager Report



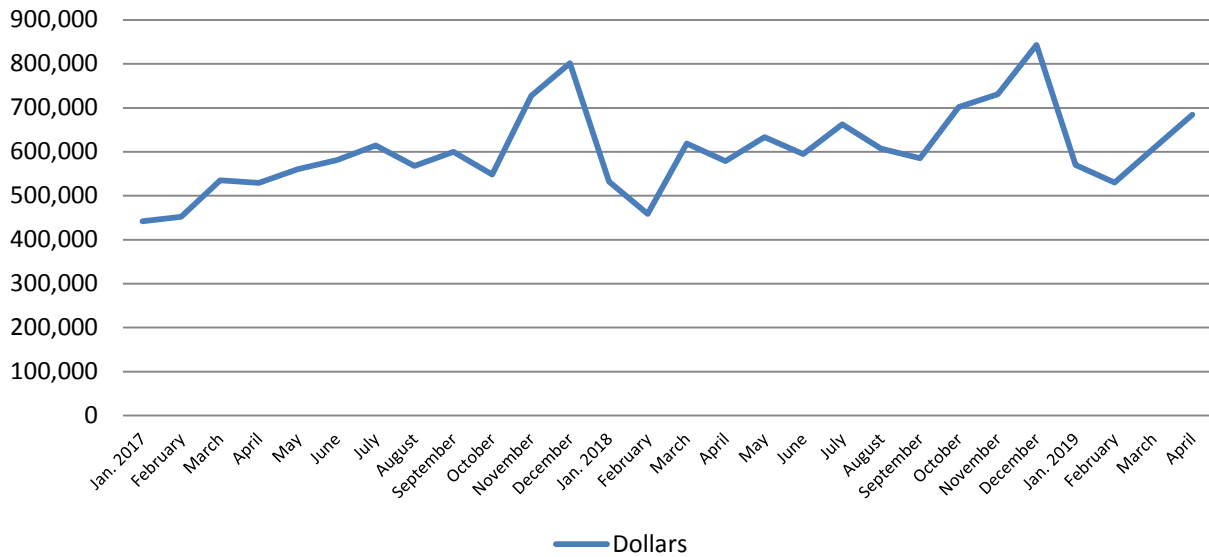
Key Indicator Report  
May 2019



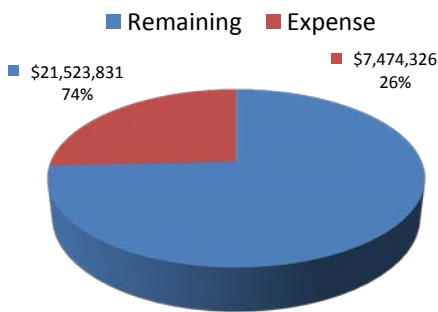
### SPLOST VI COLLECTION CHART



### LOST COLLECTION CHART

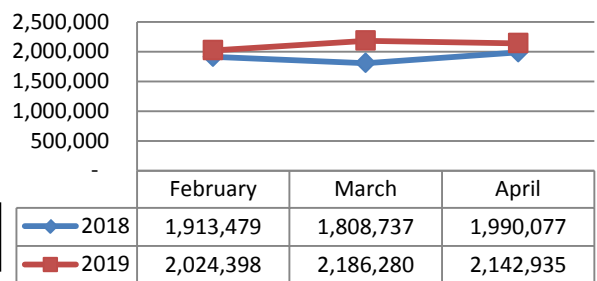


### Budget

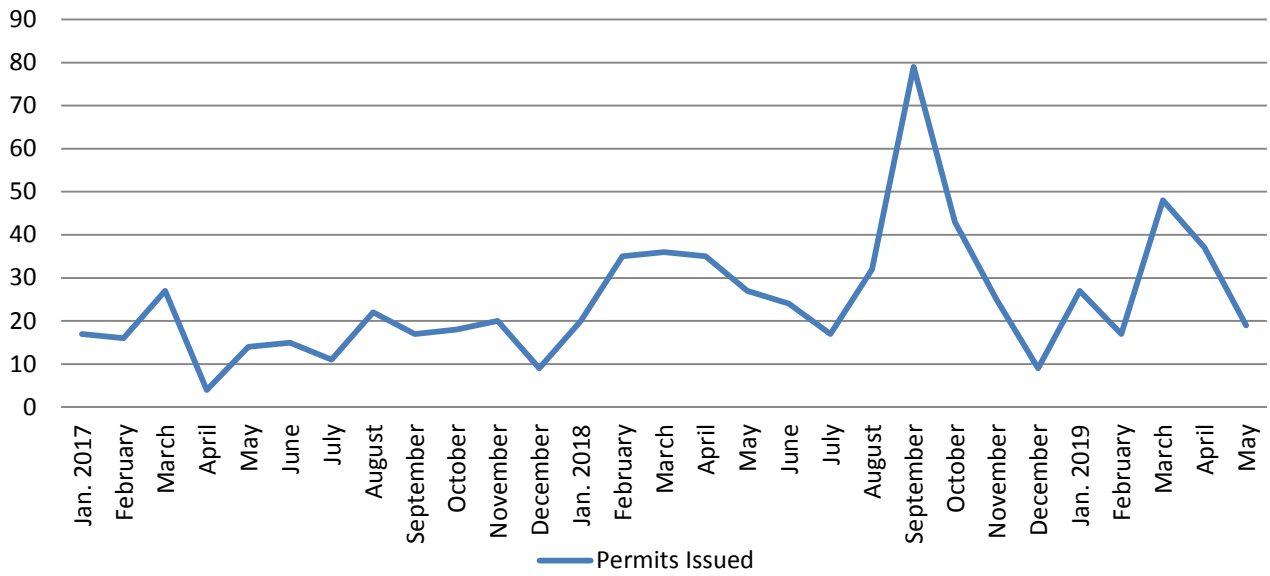


Through 04/30/19

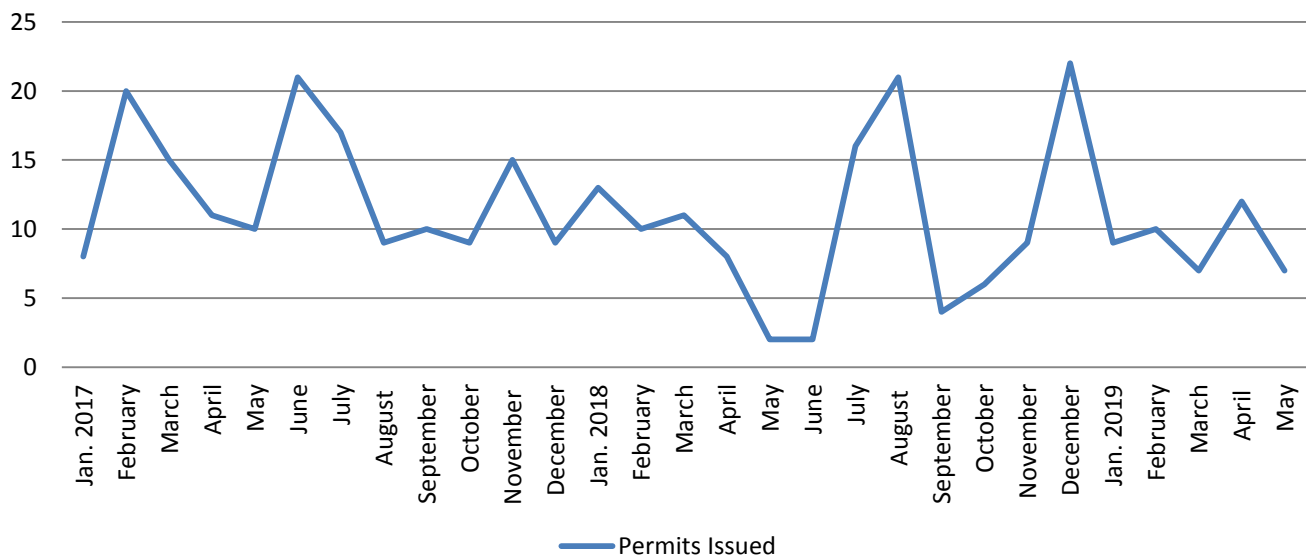
### All Revenue Per Month



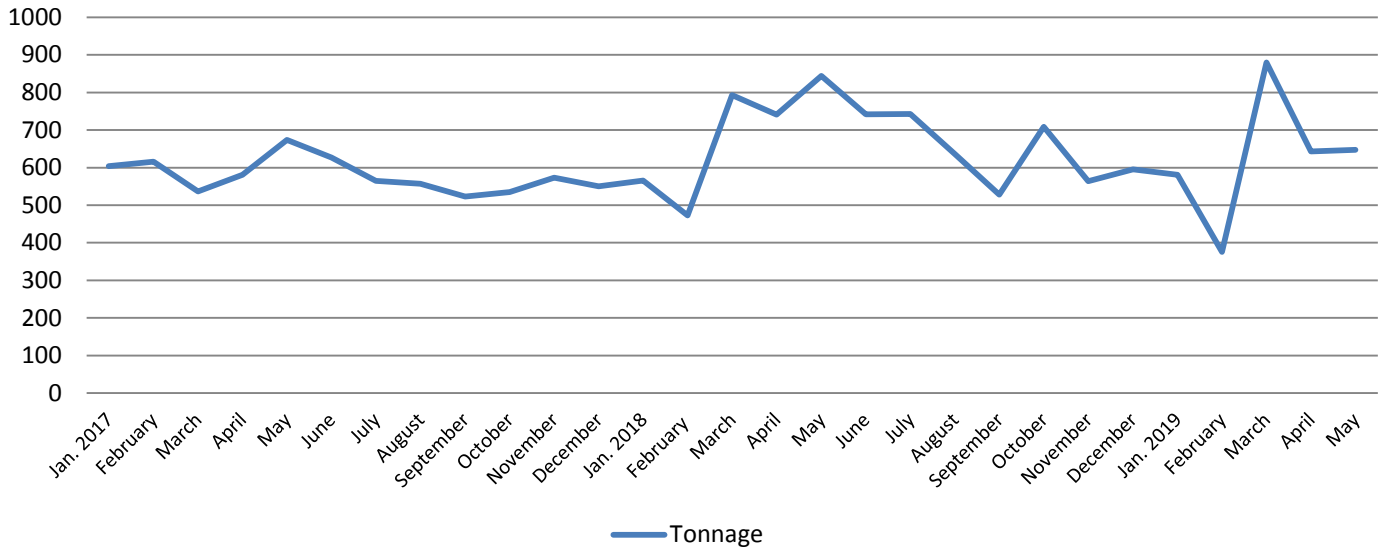
**SINGLE FAMILY HOME BUILDING PERMITS ISSUED**



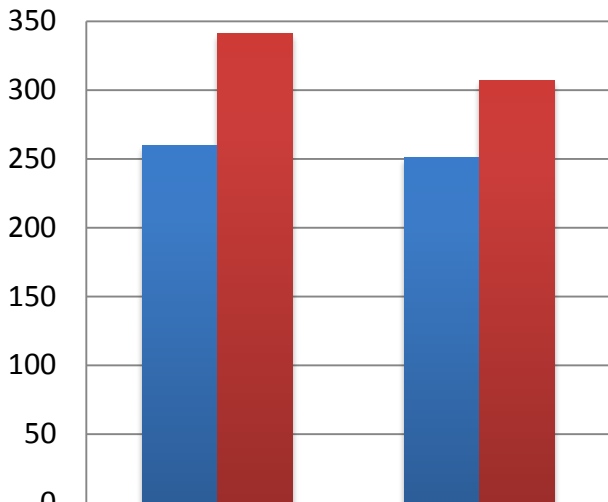
**COMMERCIAL BUILDING PERMITS ISSUED**



### TRANSFER STATION TONNAGE COLLECTION

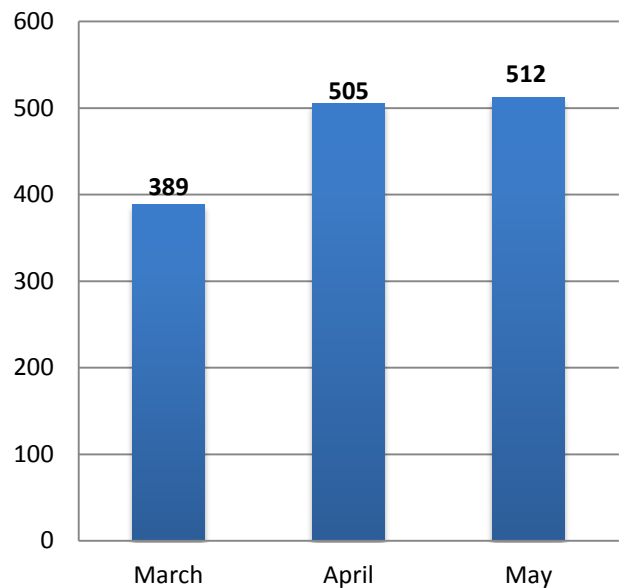


### EMS/Fire Calls for Service



	May 2019	May 2018
EMS	260	251
Fire	341	307

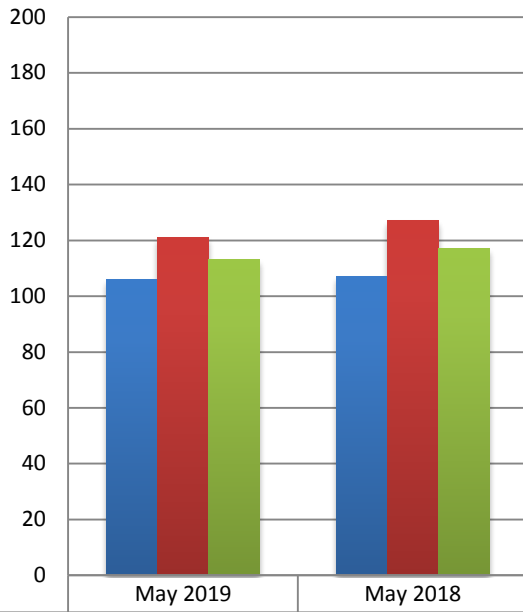
### Number of County Employees



\*The number of county employees shown on the Key Indicator Report (beginning April 2019) includes all Part-Time Temporary (P/T) positions and not just seasonal employees.

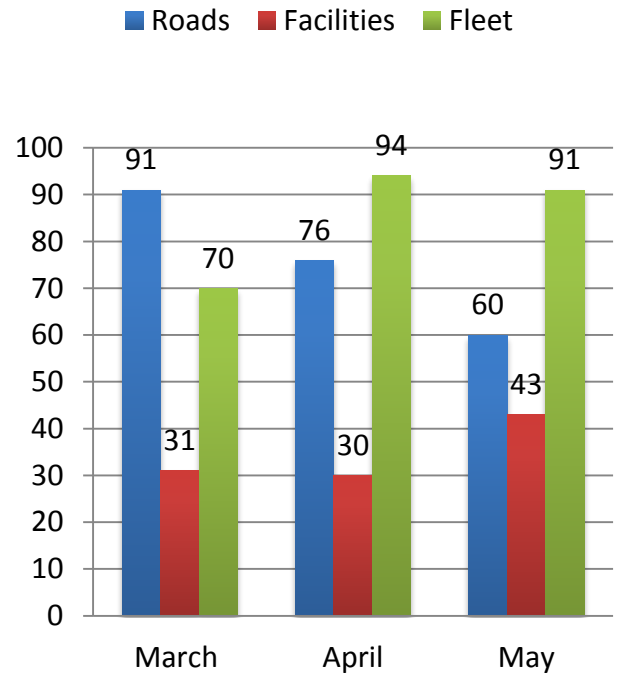
Additionally, there is an increase in Part-Time Regular due to counting all positions, including board members.

**Inmate Population**



Lowest Daily Count	106	107
Highest Daily Count	121	127
Daily Average	113	117

**Repair Requests**





## Dawson County Board of Commissioners

### Elections/Registrar Monthly Report – May 2019

- **New Applications/Transfers In: 419**
- **Changes/Duplicates: 506**
- **Cancelled/Transferred Out: 139**
- **Total Processed: 1064**

### **HIGHLIGHTS**

#### **Voter Registration Projects:**

- Process daily applications and new street information into the voter registration system.
- Our part of the testing program, regarding the streamline of “duplicate” voter registration applications with the Secretary of States voter registration system (eNet), phase 1 & 2 are complete. Waiting for further instruction.
- Update of city annexations, maps and internal city street list is still in progress.
- 2019 NCOA (National Change of Address) list maintenance process is done in odd years. This is a federal voting list cleanup process (O.C.G.A. 21-2-233) where a voter has filed a change of address with the USPS and differs with address on state voter files. The state generates confirmations to these voters to attempt to clarify correct current residential addresses for voting purposes. Dawson County has 913 confirmation letters to be mailed at a cost of \$447.37. → Confirmation letters have been received for processing.

#### **Elections Projects:**

- Municipal General & BOE Special Election- ESPLOST VI – November 5, 2019
  - Municipal Qualifying: August 19-22, 2019 (Mayor & 2 city council seats)
  - Voter Registration Cutoff: October 7, 2019
  - Advance Voting: October 14-November 1, 2019
- In person training session with public officials on the Easy Campaign Finance reporting system on May 8, 2019 complete. A follow up on those that could not attend will be done with Quick Start Guide and verbal instruction.

#### **Highlights of plans for upcoming month:**

- GEOA Region #2 quarterly meeting on June 26, 2019 hosted by Rabun County.
- Employee handbook follow up meeting June 11, 2019
- Board of Elections & Registration monthly meeting June 19, 2019 at 9:30 @ The Chappell Building.



## Dawson County Board of Commissioners

### Dawson County Emergency Services Monthly Report – May 2019

Fire Responses	MAR	APR	MAY		EMS Responses	MAR	APR	MAY		EMS Revenue		
2017	308	271	263		2017	237	226	215		2018	MAY	\$52,178.36
2018	276	226	307		2018	237	185	251		2019	MAY	\$60,476.24
2019	306	292	341		2019	250	230	260		15.90% increase from last year		

Plan Review and Inspection Revenue Total		Business Inspections Total	
		Final Inspections	Annual & Follow Up Inspections
County	\$2,020.00	32	69
City	\$300.00	9	1

HIGHLIGHTS: Dawson County Emergency Services Projects			
Training Hours Completed by Staff	973.25 hours	Fire Investigations	2
PR Detail	5	CPR Training per Individual	0
Smoke Detector Installations	4	Stop the Bleed Training per Individual	0
Search & Rescue	1	Child Safety Seat Installations	1
Swift Water Rescue	0	Plan Reviews	4

Types of Fires Total – 21			
Building	3	Chimney/flue fire/Cooking Fire	0
Structures other than Bldg.: Outside Storage/Equipment	1	Water Craft/Boat Fire	1
Mobile Home Fire	0	Vehicle/Road Freight/Transport Vehicle	4
Construction/Demolition Landfill Fire	0	Outside Rubbish / Trash /Waste/Dumpster	3
Brush/Grass/Forest/Woodland	8	Off-Road Vehicle/Heavy Equipment	1

Total Water Usage – 2450 gallons			
Etowah Water	2450 gallons	Pickens	0 gallons
City of Dawsonville	0 gallons	Big Canoe	0 gallons



## Dawson County Board of Commissioners

### Facilities Monthly Report –May 2019

- **Total Work Orders: 43**
- **Community Service Workers: 5**

#### **HIGHLIGHTS:**

- \*Trimmed landscaping county wide and library (3 days)
- \*Had LED retrofit done at library and Fire Station #2
- \*Removed generator, graded, seeded, laid wheat and pine straw at Veterans gym
- \*Cleaned up all debris at canoe put in after GA DOT bridge work was complete
- \*Graded with dirt, seeded, and hayed all around pool house at Veterans



**MONTHLY REPORT**

**For Period Covering the Month of May 2019**

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Pressure wash out side of Station #1	Fire Station #1
2	Trimmed landscaping county wide and library (3 day project)	County wide/Library
3	Had fence repaired	Historic Courthouse
4	Had LED retrofit done	Library/Fire Station #2
5	Had HVAC Preventative Maintenance done	Government Center
6	Cut grass/Weed eat board walk @Edge of the world and Westside parks	Edge of World/Westside
7	Had Hood inspections done	Jail/Senior Ctr/FS #1
8	Pulled weeds, cut grass, weed killer, and cleaned up flower beds	400 Gateway
9	Removed generator, graded, seeded, laid wheat/pine straw	Gym VMP
10	Cleaned up all debris at canoe put in after GDOT bridge work complete	Canoe Put in
11	Installed A/C unit radio tower	KH Long
12	Had trees cut back - parking lot at library	Library
13	Had ice machine repaired	Senior Center
14	Graded with dirt, seeded and hayed all around pool house	Veterans Park
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	Total Work Orders for the month = 43	Facilities
27	Total Community Service for the month = 5	Facilities

These numbers do not reflect daily/ weekly routine duties to include:

- Cutting of grass and landscape maintenance on all county properties
- Cutting of grass and landscape maintenance on all five (5) parks on the west side of county
- Cleaning of the new government center and other county owned buildings, offices and facilities
- Emptying outside trash receptacles at county owned buildings
- Collecting and recycling of all county buildings, offices and facilities

Noted By: \_\_\_\_\_  
**JAMES TOLBERT**, Facilities Director

Prepared By: MVBosten, 02/01/17





## Dawson County Board of Commissioners

Finance Monthly Report – May 2019

### **FINANCE HIGHLIGHTS**

- **LOST Collections:** \$684,280 – up 18.22% compared to 2018
- **SPLOST Collections:** \$777,630 – up 18.22% compared to 2018; 6.78% over projections for April 2019; Total SPLOST VI collections: \$29,947,917
  - \$660,985– County Portion (85%)
  - \$116,645 – City Portion (15%)
- **TAVT:** \$159,706 – up 27.85% compared to 2018
- **See attached Revenue and Expenditure Comparison for 2019**
- **Total County Debt:** \$4,342,613 (See attached Debt Summary)
- **Audit Status:** 2018 audit is in process
- **EMS Billing Collections:** \$64,053 for April 2019; \$245,823 YTD
- **Budget Status:** The 2019 Budget was approved on November 1, 2018.
- **Monthly Donations/Budget Increases:** \$237,777
  - Passport Fees - \$2,555
  - ACCG Return for Health/Wellness - \$48,091
  - Use of Fund Balance - \$170,307:
    - \$8,100 – Land Use Plan
    - \$60,040 – Laptops, Mounts & Air Cards for Emergency Services
    - \$100,000 – Approval for General Fund Contingency
    - \$2,167 – 2018 Carryover Balance
  - Transfer from Fuel/Fleet for Asset & Complaint Tracking Software - \$4,000
  - Donations - \$12,824

## **PURCHASING HIGHLIGHTS**

### **Formal Solicitations**

- Activation of Emergency Call Buttons - Sheriff

### **Informal Solicitations**

- None

### **Quotes for less than \$25,000 this month**

- Gasoline – Fuel Center
- Diesel – Fuel Center
- Calcium Chloride Pellets – Roads
- 10' Rotary Cutter – Fleet
- Retrofitting Lights with LED at Library - Facilities

### **Purchases for less than \$25,000 that did not get required quotes this month**

- Mission Ready Duffle Bags (\$3,111) - Sheriff

### **Pending Projects**

- Design/Build of Fire Station 9
- Construction Services for Senior Center – CDBG

- VMP Pavilion, Playground & Multi-Purpose Field

### **Work in Progress**

- Public Works/Fleet Complex
- Land Use Resolution Update
- Upfitting of Sheriff & EMS Vehicles
- Delivery of 1 Dodge Ram 2500
- Purchase of 2 Dodge Ram 1500

### **Future Bids**

- Sale of County Owned Property
- Rock Creek Park Berm & Turf for 3 Soccer Fields

### **Future Bids – SPLOST VI**

- Pothole Patching Machine – Roads
- Water Filtration System for DCGC & DCSO – Facilities
- 2019 Capital & SPLOST Projects

### **Purchases for more than \$25,000 that did not get required sealed bids this month**

- None

### Budget to Actual

	Actual at 4/30/2019	Percent of Budget Actually Collected/ Expended	2019 BOC (2) Approved Budget	Over(Under) Approved Budget	Percentage Over(Under) Approved Budget
Revenue	\$ 7,517,229	25.92%	\$ 28,998,157	\$ (21,480,928)	-74.08%
Expenditures	7,474,326	25.78%	28,998,157	(21,523,831)	-74.22%
	<u>\$ 42,903</u>	<u>0.15%</u>	<u>\$ -</u>	<u>\$ 42,903</u>	<u>0.15%</u>

**\*NOTE:** Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.

(1) Reporting actuals as of 4/30/2019 because revenue collections are 30 days behind. The LOST revenues for the month of April were received in May.

(2) Change in total budget due to account adjustments:

\$ 27,170,235	Original Budget
\$ 64,971	Donation Carryover Balances
\$ 2,590	January
\$ 488,325	February
\$ 1,034,259	March
\$ 237,777	April
	May
	June
	July
	August
	September
	October
	November
	December
<u>\$ 28,998,157</u>	Revised Budget



## Dawson County Board of Commissioners

### Fleet Maintenance and Fuel Center Monthly Report – May 2019

#### FLEET

- **Preventative Maintenance Performed: 28**
- **Tires Mounted: 44**
- **Repair Orders Completed: 91**
- **Labor Hours: 250.10**
- **Labor Cost Savings: \$10,759.30**  
(Comparison of the Fleet Maintenance rate of \$43.02 per labor hour to outsourced vendors rate of \$80.00 per labor hour)
- **Parts Cost Savings: \$ 2,699.50**  
(Comparison of Dawson County's parts discounts to outsourced markup; average 20%)
- **Total Cost Savings for May: \$ 13,458.8**

#### FUEL CENTER

- **Average Fuel Center Price Per Gallon:**  
Gasoline: \$2.22  
Diesel: \$2.49
- **Fuel Center Usage - Dawson County and Board of Education**  
Gasoline: 11,035.2 gallons; 824 transactions  
Diesel: 9,121.1 gallons; 231 transactions
- **Fuel Center Usage - Etowah Water and City of Dawsonville**  
Gasoline: 1,479.1 gallons; 78 transactions  
Diesel: 692.8 gallons; 23 transactions
- **Revenue from Etowah Water and City of Dawsonville: \$ 108.59**

#### HIGHLIGHTS

- Received 4 of the 7 vehicles that were ordered for 2019 budget; County Manager, (2) Fire/EMS & (1) Marshall Office.
- The additional required leak detectors came in at \$11,206 which is \$7,794 less expensive than originally estimated.



## Dawson County Board of Commissioners

### Human Resources Department Key Indicator Monthly Report – May 2019

#### **POSITION CONTROL**

- Positions approved by BOC: 613
- # of filled F/R Positions: 287
- # of filled F/T Positions: 1
- # of filled Grant Funded Positions: 18
- # of filled P/R Positions: 69
- # of filled P/T Positions: 87
- # of Supplemental Positions: 51
- # of Vacant Positions: 68
- # of Frozen Positions: 27
- % of Budgeted/Actual Positions: 84%

#### **ADDITIONAL INFORMATION**

- FMLA/LOA/Military tracking: 3
- Worker's Compensation Claims filed: 3
- Property & Liability Claims filed: 3
- Unemployment Claims received: 0
- Performance Evaluations received: 8

#### **HIGHLIGHTS**

##### **Positions Advertised/ Posted:**

- Emergency Services—Firefighter/EMT (Full-Time) - **0**
- Emergency Services—Firefighter/Paramedic (Full-Time) - **1**
- Public Works—Transfer Station Operator I - **2**
- Public Works—Roads Operator I - **2**
- Treatment Court—Treatment Court Counselor - **6**
- Marshal's Office - Administrative Assistant - **36**
- Tax Assessor - Appraiser I - **10**
- Tax Assessor - Personal Property Appraiser I - **7**
- Senior Services - Transit Driver - **1**
- Sheriff's Office—Deputy Sheriff - **N/A**
- Sheriff's Office—Detention Officer - **N/A**
- Sheriff's Office—E-911 Communications Officer - **N/A**
- General Application - **1**

##### **Applications Received: 66**

##### **New Hires added into system: 22**

- Steven Swofford - Sheriff's Office, Corporal
- Thomas Camp - Board of Assessors, Board Member
- Suzanne Partain - Finance, Payroll & Revenue Technician
- Kimberly Wallace - Treatment Court, Case Manager
- Stephen Hollaway - Sheriff's Office, Detention Officer
- Molly Denham - Parks & Rec, Lifeguard/Pool Concessions
- Carly Lamb - Parks & Rec, Pool Concessions
- Sharon Millar - Parks & Rec, Lifeguard/Pool Concessions
- Emma Pelfrey - Parks & Rec, Lifeguard/Pool Concessions
- Matthew Wood - Parks & Rec, Lifeguard/Pool Concessions
- Isabella Henson - Parks & Rec, Lifeguard
- Calli Watson - Parks & Rec, Lifeguard

- Cadey Ayers – Parks & Rec, Lifeguard
- Lindsey Lebaron – Parks & Rec, Lifeguard
- Kara Starr – Parks & Rec, Lifeguard
- James Pearson – Parks & Rec, Lifeguard
- William Mulberry – Parks & Rec, Lifeguard
- Cooper Freeman – Parks & Rec, Lifeguard
- Terrell Chapman – Emergency Services, PT FF/EMT
- Cullen Reed – Public Works, GIS Internship
- Jaileen Brown – Sheriff’s Office, Detention Officer
- Marcus Saucier – Public Works, Transfer Station Operator I

**Terminations/Resignations Processed: 3**

- Vicki Lovingood – Tax Assessors
- Kevin Holtzclaw – Tax Assessors
- Tyler Thurmond – Emergency Services

**Additional Highlights for May**

Health care plan 2019/2020 and Open Enrollment Dates approved

Position Control Updated

Salary Study Presentation suspense June 11 to meet the Work Session June 20

Actively making changes to Employee Handbook:

ECD: July 2020 with review to County Manager NLT Aug 1

GSWCF Employee Safety Grant Program advertised to departments



## Dawson County Board of Commissioners

### Information Technology – May 2019

- **Calls for Service: 163**
- **Service Calls Completed: 163**

#### **Highlights**

- CAD upgrade in process
- Meetings with S&L Integrated regarding Courtroom C/Assembly room upgrade project
- Ordered 114 desktop computers and working on Images with Dell



# DAWSON COUNTY

## Planning and Development Marshal's Office

### Code Compliance/Animal Control Monthly Report

May, 2019

Alcohol License Establishment Inspections: 0

Alcohol Pouring Permits Issued: 29

Animal Control Calls Handled: 62

Animal Bites To Humans Investigated: 2

Animals Quarantined: 2

Animals Taken to DC Humane Society: 33

Dangerous Dog Classifications: 0

Citations Issued: 3

Code Compliance Complaint Calls/In Field Visits: 31 calls and 25 in field visits

After Hour Calls: 3

Erosion Site Visits: 6

E-911 Addresses Issued: 0

Non-Conforming Signs Removed: 0





## Dawson County Board of Commissioners

### Planning and Development Monthly Report – May 2019

- **Total Building permits Issued**
  - May 2019: 45
  - YTD 2019: 281
  - Single Family New Homes: 19
  - Commercial Buildings: 7
- **Business Licenses Issued:**
  - May 2019: 171
  - YTD 2019: 989
- **Total Building Inspections Completed:**
  - May 2019: 694
  - YTD 2019: 3107
- **Variances/Zonings Processed:**
  - May 2019: 5
  - YTD 2019: 18
- **Plats Reviewed:**
  - May 2019: 11
  - YTD 2019: 48
- **Total Civil Plan Review Meetings: 11**
  - YTD 2019: 48
- **Total Building Plan Review Meetings: 6**
  - YTD 2019: 18
- **Impact Fee Collection**
  - May 2019: \$43,642.57
  - Commercial : \$497.76
  - YTD 2019: \$473,348.92



## Dawson County Board of Commissioners

### Parks and Recreation Monthly Report – May 2019

- **Youth Sports Participants**
  - May 2019: 2,039 - up 27.8% compared to same month last year
  - YTD 2019: 7,501 - up 9.9% compared to last year
- **Facility Rentals/Bookings/Scheduled Uses:**
  - May 2019: 3,743 - up 128% compared to same month last year
  - YTD 2019: 8,152 - up 41.9% compared to last year
- **Adult and Youth Wellness and Specialty Program Participation:**
  - May 2019: 371 – down 14% compared to same month last year
  - YTD 2019: 9,242 – down 14.8% compared to last year
- **Total Customers Served:**
  - May 2019: 6,153 - up 67.7% compared to same month last year
  - YTD 2019: 24,895 - up 6.3% compared to last year

### **HIGHLIGHTS**

#### **Park Projects:**

- The status of the grant for the War Hill Park pier is still unknown.
- Veterans Memorial Lloyd Crane Rec Center redesign and construction is complete and is looks amazing.
- Fence replacements at Rock Creek Park and Veterans Memorial Park are complete.

#### **Athletic and Program Summary:**

- Additional specialty programs for the month included dance classes, adult Boot Camp, adult F.I.T. class, adult Tai Chi, and adult Yoga.
- Travel Teams will resume practices/games in the near future.
  - 13 total teams registered (baseball, softball, basketball)
- Our annual Miss Relay for Life beauty pageant, originally scheduled for March 3<sup>rd</sup>, was held on May 5<sup>th</sup>. We had 36 contestants and raised approximately \$2500 for the American Cancer Society.
- Football and cheer registration ended May 6<sup>th</sup>.
- The EPIC Day program continues to be a success and continues to grow, with 70 in attendance at the May 16<sup>th</sup> event. The next EPIC Day is scheduled for June 20<sup>th</sup>.

- The pool at Veterans Memorial Park and the Splash Pad at Rock Creek officially opened Saturday, May 25<sup>th</sup> and are staying packed.
- The Dawsonville Racers swim team began practicing May 28<sup>th</sup>, with 60 participants.
- Pickleball open play continues to go well. The summer schedule is now in effect and includes Wednesday evenings, in addition to the regular Sunday afternoon/evenings and Tuesday/Thursday mornings. We are also working on entering a group in the GRPA district pickleball tournament that will take place in August.

**On the Horizon:**

- Summer camps begin June 3<sup>rd</sup>.
- Summer Feeding Program begins June 3<sup>rd</sup>.
- Swim lessons begin June 3<sup>rd</sup>.
- Water Aerobics begin June 4<sup>th</sup>.
- Kona Ice Days at Rock Creek begin June 4<sup>th</sup>.
- Fall baseball, softball, and t-ball registration will continue to be open online; walk-in registration will be July 29<sup>th</sup>-August 5<sup>th</sup>.



## Dawson County Board of Commissioners

### Public Works Monthly Report –May 2019

#### **ROADS:**

- Work Orders: 60
- Gravel: 172 tons
- Mowing: 205.94 miles
- Limbing: 3 miles

#### **PROJECT MANAGEMENT:**

- Blacksmill Bridge: This project was completed by Georgia Bridge and officially opened to traffic on May 17<sup>th</sup> the project started with demolition on April 22<sup>nd</sup> and was complete in just 3 ½ weeks.
- VMP Park Renovations: This project is complete, and ready for the official ribbon cutting in the upcoming days
- Rock Creek Berm Project: David and I have agreed to terms with Corey Guthrie to move forward with developing a Site and Erosion plan to comply with the proper guidelines to submit to EPD for the warm water variance. Once a plan is created we will file for the permit and this process should take somewhere between 60-90 days, during this time we will coordinate in receiving bids for the construction of the berm.
- Dawson County VMP Civil work/Pavilion: It is understood that we will be contracting with Vertical Earth for this project. On June 6<sup>th</sup> David will present the project to the board in its rawest state, after that County Staff will tentatively meet on June 10<sup>th</sup> with the contractor to discuss value engineering, our goal is to get the final cost of the civil work down and have an accurate number and plan to present to the board by June 20<sup>th</sup>. Construction is scheduled to be underway by July 8<sup>th</sup>.
- Dawson County Senior Center: Dawson County received the bids for the Senior Center on May 23<sup>rd</sup> with the lowest bidder being Diversified Construction, on May 31<sup>st</sup> County staff met with Wakefield Beasley to discuss preliminary value engineering options, in which we presented our options to Dawn on June 5<sup>th</sup>. We will coordinate with the contractor and Wakefield Beasley to schedule a meeting in the upcoming weeks to further cut final costs for the project. During this time County Staff will due diligence by contacting references for Diversified Construction.
- Public Works/Fleet Center: Construction is in progress, all initial erosion control measures have been installed, the foundation and slab along with utilities for the weigh station has been poured and complete, and the contractor is currently working on excavating for the footings for the fleet center and materials for underground utilities are on site. The building is scheduled to arrive by the end of June.
- Lumpkin Campground/53: Final striping of the intersection was performed on May 1<sup>st</sup>, and all final erosion control measures have been taken down per DOT on June 5<sup>th</sup>
- Fire Station 8: This project is moving forward, CT Darnell has submitted this week all the required paperwork to Melissa, County Staff has a kickoff meeting with CT Darnell on June 12<sup>th</sup> to fine tune the project and come up with a plan for the contractor in the upcoming weeks to submit at minimum a management Civil drawing to proceed with the process of getting a LDP to start land clearing. During this time Dawson County Public Works will schedule the existing residence to be demoed

#### **TRANSFER STATION:**

- Solid Waste: 647.13 Tons
- Recycling: 15.72 Tons
- Recycling scrap metal: 8.92 Tons



## Dawson County Board of Commissioners

### Dawson County Senior Services Monthly Report – May 2019

#### SENIOR CENTER

- **Home Delivered Meals Served**
  - May 2019: 2,026 up 28% compared to same month last year
  - YTD 2019: 9,494 up 30% compared to last year
- **Congregate Meals Served**
  - May 2019: 529 up 1% compared to same month last year
  - YTD 2019: 2,584 up 3% compared to last year
- **Physical Activity Participation** (Tai Chi, Silver Sneakers, Yoga, individual fitness)
  - May 2019: 323 down 6% compared to same month last year
  - YTD 2019: 2,040 down 14% compared to last year
- **Lifestyle Management Participation** (art, bridge, bingo, awareness, prevention)
  - May 2019: 323 up 12% compared to same month last year
  - YTD 2019: 1,490 up 2% compared to last year

#### TRANSIT

- **DOT Trips Provided**
  - May 2019: 341 up 18% compared to same month last year
  - YTD 2019: 1,589 up 12% compared to last year
- **Senior Trips Provided**
  - May 2019: 737 down 4% compared to same month last year
  - YTD 2019: 3,228 down 2% compared to last year
- **# of Miles**
  - May 2019: 7,569 up 2% compared to same month last year
  - YTD 2019: 35,262 down 1% compared to last year
- **Gallons of Fuel**
  - May 2019: 934 up 8% compared to same month last year
  - YTD 2019: 4,161 up 1% compared to last year

## **HIGHLIGHTS**

### **May Meetings & Events:**

- May 6 – Hosted Robinson Elementary School 5<sup>th</sup> grade class at the center for Bingo and fun.
- May 7 – Director Dawn Pruett attended meeting a Legacy Link on Georgia Senior Hunger.
- May 17 – Legacy Link monitor visit. Center passed with favorable findings/results.
- May 6, 21 – Director Dawn Pruett met with Matt Payne and Buffie Hamil from Parks and Recreation on Dawson County Policy Handbook.
- May 23 – Hosted cook out at Veteran’s Park Pavilion.
- May 24 – Hosted Dawson United Methodist Church Youth Group from Terrell County.
- May 28 – Met with Lisa Green, Matt Payne, and Buffie Hamil on handbook.

### **Special Dates Coming Soon:**

- June 12: Dollar General
- June 3, 10, 17: BINGO
- June 4: Brenau Students
- June 18: Nutrition Education with Michelle
- June 5, 19: Walmart
- June 14: Father’s Day Celebration
- June 26: Dollar Tree
- June 25: Health Education with Dedri
- June 11: Outside the Lines
- June 13: Today’s Seniors with Dawn & Krista
- June 14: Woodmen Life Presentation
- June 24: Pruitt Health
- Bible Study on Thursdays
- Silver Sneakers Classes on Tuesday and Thursdays
- Art Class on Thursday and Friday
- Yoga on Friday
- Special Music on Friday

**LOST and SPLOST Collections**

Local Option Sales Tax (LOST) and Special Purpose Local Option Sales Tax (SPLOST) collections are up 18.22 percent for the same month in 2018 and up 9.31 percent for year to date. Monthly SPLOST collections came in 6.78 percent over projections. Total SPLOST VI collections (July 2015 to present) are \$29,947,917.

April collections received in May are as follows:

<b>LOST</b>	<b>\$684,280</b>
<b>SPLOST</b>	<b>\$777,630</b>
County (85%)	\$660,986
City (15%)	\$116,644

**Items Approved by the County Manager Since January 2019 When the Revised Purchasing Ordinance Was Adopted**

<b>COMPANY NAME</b>	<b>DEPARTMENT RECEIVING SERVICE</b>	<b>DELIVERABLES</b>	<b>ITEM TYPE</b>	<b>Total Cost</b>	<b>CONTRACT OR PURCHASE ORDER</b>
Everlast Construction Group	Parks & Recreation	Amendment to the Add Alternate added pressure wash existing metal, paint entire gym w/Sherwin Williams high performance acrylic semi-gloss beige paint, spot prime rusted areas before painting and install a backer/pan box behind building letters due to the wavy construction of metal for better presence.	IFB	\$42,576.80 - \$43,200.00 previously approved by the BOC on 11/15/2018	PURCHASE ORDER
Wade Ford	Sheriff's Office	6 Explorer Pursuit Utility Vehicles	COOPERATIVE AGREEMENT	\$118,076.00	PURCHASE ORDER

Tri Scapes	Public Works	Amendment to the quantity of sod for the GATEway Landscape Project to reduce costs to county not covered by the GATEway GDOT grant. Value engineering resulted in reducing sod quantity from 46,994 square feet at \$24,906.82 to 23,497 square feet at cost of \$12,453.41. Approved by GDOT engineer.	IFB	\$116,246.85 previously approved by the BOC on 12/20/2018 for total project.	PURCHASE ORDER
McArthur Electrical Inc.	Facilities	Contractor to rent / own all needed equipment. Some services will be panel board upgrades and repairs, troubleshooting and testing, lighting systems, electrical installation and repairs, defective conductors, motors and controls.	IFB	A typical 2-hour job for electrician and helper would be \$274.00 per hour, which includes a one-time, flat rate service call fee of \$60.00. Time and travel is included in service call fee.	CONTRACT
Jarrard & Davis LLP	County-wide	Amended contract length to December 31, 2019, and amended pricing to \$200.00 for all attorneys per hour and \$100.00 per hour for paralegals. This is a savings of \$25.00 an hour overall.	PROFESSIONAL EXEMPTION	Unknown at this time	PURCHASE ORDER



Pond & Co.	Public Works	Establish of existing conditions map of Lumpkin Campground Corridor, conduct roundtable meetings and conceptually design and map road improvements, identify areas of high vs. low or no impact, including identifying additional rights of way and / or grading easements that may be needed and formulate an action plan with county staff.	FORMAL REQUEST FOR QUOTE	\$16,400 for Phase 1 (6,129 feet from Highway 53 to Dawson Forest)	PURCHASE ORDER
Disharoon Automotive	Fleet	On-Call Body Repair Services using MOE parts and bring vehicle back to new-like condition.	IFB	Pricing varies per service but within the industry standards.	CONTRACT
Dana Safety Supply	Sheriff's Office	Upfitting of 1 Jail Transport Ford SUV and 5 CID Ford SUVs	IFB	\$45,109.00	PURCHASE ORDER
Gas South	Facilities	Provide natural gas to county facilities with natural gas	FORMAL REQUEST FOR QUOTE	\$0.2840 per therm	CONTRACT
Alan Vigill and Alan Jay Automotive	Several Departments	Purchase of two Ford Escapes, one 1500 Big Horn, one 2500 Trandesman Regular Cab, one Transman 4x4, two Pursuit Durangos	IFB	\$201,908.50	PURCHASE ORDER
Hardy Chevrolet	Sheriff's Office	Purchase of 6 Dodge Durangos – one Administration / 5 Patrol	COOPERATIVE AGREEMENT	\$221,351.00	PURCHASE ORDER
Foster Fence	Parks & Recreation	Install 375 LF of 6 ga black coated chain link fence at Veterans Memorial Park at road front	IFB	\$7,125.00	CONTRACT

Celebrity Fence	Park & Recreation	Install approximately 400 LF of 6 ga black coated chain link fence at Rock Creek Park at road front and approximately 400 feet of same at Rock Creek Park soccer complex	IFB	\$14,504.00	CONTRACT
United Pools **NOTE**	Park & Recreation	Maintain chemicals / clean pool weekly through pool season and once a month during off-season from week after Labor Day through second week of April.	FORMAL REQUEST FOR QUOTE	\$370 / week during pool season and \$95 / month during off- season	CONTRACT
Patrol Upfitters	EMS	Upfit the Batallion Chief and an Administrative Durango	IFB	\$16,876.68	PURCHASE ORDER
Patrol Upfitters	Sheriff's Office	Upfit the Chief Deputy, Jail Services and 4 Patrol Tahoes	IFB	\$89,538.01	PURCHASE ORDER
Elite Heating and Air	Sheriff's Office	one 7.5 ton, one 8.5 ton, two 4 ton, one 6 ton and one 5 ton Carrier Gas Units	IFB	\$49,200.00	CONTRACT
N/A	Public Works / Roads Department	One 1500 and one 2500 Ram Truck for Dawson County	IFB	N/A	REJECTED BID / USED COOPERATIVE AGREEMENT OVER A \$15,000.00 SAVINGS
Yancey Brothers	Public Works / Roads Department	Paving compaction roller	COOPERATIVE AGREEMENT	\$115,000.00	PURCHASE ORDER
Dell Marketing	County-wide	110 Computers	COOPERATIVE AGREEMENT	\$123,795.10	PURCHASE ORDER

**\*\*NOTE\*\*** United Pools contract has been canceled due to failure to cure non-performance issues. The county failed the first two 2019 health inspections under this contract. The county utilized the emergency purchase policy ordinance to correct items on the inspection report and received a passing score with work performed by American Pool Aquatics. This company was the second lowest quote. A contract with American Pool Aquatics will begin on June 20, 2019.