

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, FEBRUARY 6, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM**

A. ROLL CALL

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

[Minutes](#) of the Work Session held on January 16, 2020

[Minutes](#) of the Voting Session held on January 16, 2020

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. ALCOHOL LICENSE

1. New Alcohol License (Retail Consumption on Premises of Beer) - Ray's Signature Grill LLC

I. NEW BUSINESS

1. Consideration of Superior Court 2019 Budget Correction for Intergovernmental Agreement
2. Consideration of IFB #352-19 - Sale of Surplus Real Property Owned by Dawson County Board of Commissioners - Second Rebid Results
3. Consideration of RFP #355-19 - Debris Removal and Disposal Services Award Recommendation
4. Consideration of RFP #356-19 - Debris Monitoring Services Recommendation
5. Consideration of Georgia Emergency Management Agency and Homeland Security Agency Statewide Mutual Aid Agreement
6. Consideration of Request to Accept Georgia Forestry Commission Volunteer Fire Assistance 50/50 Grant
7. Ratification of Request to Apply for Emergency Management Performance Grant

J. PUBLIC COMMENT

K. ADJOURNMENT

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
WORK SESSION MINUTES – JANUARY 16, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; County Manager David Headley; Interim County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County. District 4 Commissioner Julie Hughes Nix was not present.

NEW BUSINESS

1. Presentation of Superior Court 2019 Budget Correction for Intergovernmental Agreement- Court Administrator Jason Stephenson
This item will be placed on the February 6, 2020, Voting Session Agenda.
2. Presentation of IFB #352-19 - Sale of Surplus Real Property Owned by Dawson County Board of Commissioners - Second Rebid Results- Purchasing Manager Melissa Hawk
This item will be placed on the February 6, 2020, Voting Session Agenda.
3. Presentation of RFP #360-19 - Legal Services for Dawson County Award Recommendation- Purchasing Manager Melissa Hawk
This item will be added to the January 16, 2020, Voting Session Agenda.
4. Presentation of RFP #355-19 - Debris Removal and Disposal Services Award Recommendation- Public Works Director David McKee
This item will be placed on the February 6, 2020, Voting Session Agenda.
5. Presentation of RFP #356-19 - Debris Monitoring Services Recommendation- Public Works Director David McKee
This item will be placed on the February 6, 2020, Voting Session Agenda.
6. Presentation of Georgia Emergency Management Agency and Homeland Security Agency Statewide Mutual Aid Agreement- Emergency Services Director Danny Thompson
This item will be placed on the February 6, 2020, Voting Session Agenda.
7. Presentation of Request to Accept Georgia Forestry Commission Volunteer Fire Assistance 50/50 Grant- Emergency Services Director Danny Thompson
This item will be placed on the February 6, 2020, Voting Session Agenda.
8. Presentation of Request to Apply for Emergency Management Performance Grant- Emergency Services Director Danny Thompson
This item will be placed on the February 6, 2020, Voting Session Agenda for ratification.
9. County Manager Report
This item was for information only.

10. County Attorney Report

Interim County Attorney Davis had no information to report and requested an Executive Session.

EXECUTIVE SESSION

Motion passed 3-0 to enter into Executive Session to discuss personnel, land acquisition and litigation. Gaines/Fausett

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – JANUARY 16, 2020
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
6:00 PM**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; County Manager David Headley; Interim County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County. District 4 Commissioner Julie Hughes Nix was not present.

Motion passed 3-0 to come out of Executive Session. Satterfield/Gaines

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

Chairman Thurmond announced that the January 16, 2020, meeting would be the last Board of Commissioners meeting in January 2020.

Chairman Thurmond announced that county offices would be closed January 20, 2020, in observance of Martin Luther King Jr. Day.

APPROVAL OF MINUTES:

Motion passed 3-0 to approve the Minutes of the Work Session held on December 19, 2019. Fausett/Gaines

Motion passed 3-0 to approve the Minutes of the Voting Session held on December 19, 2019. Satterfield/Gaines

Motion passed 3-0 to approve the Minutes of the Special Called Joint Meeting held on January 14, 2020. Fausett/Satterfield

APPROVAL OF AGENDA:

Motion passed 3-0 to approve the agenda with the following change:

- Addition of No. 3 under New Business:
 - RFP #360-19 - Legal Services for Dawson County Award Recommendation

Fausett/Gaines

PUBLIC COMMENT:

None

ZONINGS:

Chairman Thurmond announced that if anyone had contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 19-23 – Tim Stowers requests to rezone 10.5 acres of property located at Harmony Church Road TMP 119-033 from RA (Residential Agricultural) to RSR (Residential Sub-Rural).

Planning & Development Director Jameson Kinley said the applicant seeks to rezone his parents' property located at the northwest corner of Harmony Church and Price roads for the purpose of dividing the property amongst heirs. He said the property meets the county's Future Land Use Plan. Kinley said the Planning Commission recommended approval of the application.

Applicant Tim Stowers said he is the executor for his parents' estate. He said he is attempting to liquidate the property to all heirs and needs the property's zoning classification changed to RSR in order to do that and "take the burden of debt out of my hands."

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 3-0 to approve ZA 19-23. Satterfield/Gaines

ZA 19-24 – Michelle Taber requests to rezone 2.67 acres of property located at Frank Bruce Road TMP 092-071 from RA (Residential Agricultural) to RSR (Residential Sub-Rural).

Planning & Development Director Jameson Kinley said the applicant intends to divide the parcel and build a residence. He said the application meets the county's Future Land Use Plan. Kinley said the Planning Commission recommended approval of the application.

Nick Taber, representing the applicant, said Michelle Taber is his wife. He said they seek to rezone the property at 947 Frank Bruce Road into two separate lots in order to build another home. He said the new home would be a rental home.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 3-0 to approve ZA 19-24. Gaines/Satterfield

UNFINISHED BUSINESS:

Consideration of 2019 Salary Study (Tabled from the December 19, 2019, Voting Session)

Motion passed 3-0 to approve the 2019 Salary Study; to provide a 2 percent pay increase for all county employees and to fund the salary study at 100 percent of the minimum to bring employees up to the market, effective January 25, 2020 - at a total of \$836,000 - and for the Human Resources department to bring the salary study item before the Board of Commissioners in June 2020 for review. Satterfield/Gaines

Motion passed 3-0 to approve to amend the current budget in the amount of \$836,000 to implement the 2019 Salary Study; funds will be moved from General Fund's fund balance to the Salaries line item. Gaines/Satterfield

Consideration of Revised Dawson County Employee Handbook (Tabled from the December 19, 2019, Voting Session)

Motion passed 3-0 to approve the Revised Dawson County Employee Handbook with revisions to the Social Media policy (Section 16) as presented by the county attorney; the removal of the Paid Family Leave Policy (Section 14.11); the removal of the following portion of the Paid Time Off (PTO) Policy (Section 14.3) – “Employees may receive a one-time pay out of up to 40 PTO hours each calendar year, for any unused PTO”; and for the Human Resources department to bring the removed portion of the PTO policy before the Board of Commissioners in June 2020 for review. Satterfield/Fausett

NEW BUSINESS:

Consideration 2020 Election Qualifying Fees for Local Offices

Motion passed 3-0 to approve the 2020 Election Qualifying Fees for Local Offices via a resolution. Fausett/Gaines

Consideration of Defined Benefit and Defined Contribution Retirement Benefit Upgrades

Motion passed 3-0 to approve the Defined Benefit retirement plan for eligible former and current employees at the rule of 80 with a minimum age of 55 and employees will contribute to that plan at a rate of 3 percent, to raise the Defined Contribution Retirement plan's county contribution from 4 to 5 percent, to implement a three-year vesting period for new employees, and to amend the current budget in the amount \$85,000 to implement the changes; funds will be moved from General Fund's fund balance to the contingency line item. Satterfield/Fausett

RFP #360-19 - Legal Services for Dawson County Award Recommendation

Motion passed 3-0 to approve to accept the proposals submitted and approve a one-year contract with four one-year renewal options to Jarrard & Davis LLP for Legal Services for Dawson County, effective February 1, 2020, through December 31, 2020. Gaines/Satterfield

PUBLIC COMMENT:

None

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: n/a

Prepared By: Harmony Gee

Voting Session: 2/6/2020

Presenter: Jameson Kinley _____

Public Hearing: Yes _____ No x

Agenda Item Title: New Alcohol License for Ray's Signature Grill, LLC

Background Information:

Ray's Signature Grill, LLC is a new restaurant that has been open since late 2019 in what was previously occupied by the KFC. They serve breakfast, lunch and dinner and seek to serve beer only.

Current Information:

There are no issues with the background check and all fees have been paid.

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: DH _____

Date: 1/30/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. *****KEEP A COPY OF ALL FORMS SUBMITTED*****

FOR OFFICIAL USE ONLY:

Name of Business: Ray's Signature Grill, LLC
Date Received: ~~10-10-19~~ 1-7-2020 License Fee Enclosed: \$1040 (grand total)
Approved: _____ Denied: _____
State License Number: _____
Local License Number: _____
Administrative/Investigative Fee Enclosed : \$ _____ Advertising Fee Enclosed: \$ _____

1. TYPE OF LICENSE: (check one): NEW AMENDMENT (TRANSFER)
2. ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Consumption on Premises)
ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Retail Package)
ADMINISTRATIVE AND INVESTIGATIVE FEE: \$250.00 (Transfer of License)
Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.
ADVERTISING FEE: \$ 40.00 (Distilled Spirits)
(Consumption on Premises & Retail Package)

3. TYPE OF BUSINESS:
- Bona Fide Eating Establishment Indoor Commercial Recreation Facility
 Super Market Hotel/Motel
 Convenience Store Caterer (must have alcohol by the drink license)
 Package Liquor Store (see Item 14, Page 5) Other
Explain: _____

Will live entertainment be offered? _____ If Yes, Explain: _____

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

4. TYPE OF LICENSE AND FEES:
(Check all that apply)

PAYMENT BY CERTIFIED FUNDS ONLY!!

Note: If license is issued after July 1st, fees are one half.

RETAIL PACKAGE: (Total: Beer - Wine - Distilled Spirits = \$5,800)
(Total: Beer - Wine = \$1,300)

Beer \$650 Wine \$650 Distilled Spirits \$4,500

GROCERY & CONVENIENCE STORES: ATTACH COPY OF DEPT. OF AGRICULTURE FOOD ESTABLISHMENT LICENSE.

RETAIL CONSUMPTION ON PREMISES: (Total: Beer - Wine - Distilled Spirits = \$4,800)
(Total: Beer - Wine = \$1,500)

Distilled Spirits \$3,300
 Beer \$ 750 Add'l Fixed Bars # _____ \$ 500 (each bar)
 Wine \$ 750 Movable Bars # _____ \$ 250 (each bar)

PRIVATE CLUB:

Note: Must obtain a retail consumption on the premises license.

Beer \$750 Wine \$750 Distilled Spirits \$3,300

HOTEL IN-ROOM SERVICE:

Note: Must obtain a retail consumption on the premises license before Hotel In-Service License is issued.

Beer \$750 Wine \$750 Hotel In-Service \$250

SPECIAL EVENT ALCOHOL PERMIT:

Note: Must complete additional Special Event Alcohol Permit Form # 2-B.

\$25 Per Day

5. BUSINESS

(a) Business Name: Ray's Signature Grill, LLC

(b) Location: 200 N. 400 Centerlane
Street Number Street Name

Dawsonville Georgia 30028
City State Zip Code Phone Number

(c) Mailing Address: _____
For Renewals: Street Number Street Name

City _____ State 0 Zip Code _____ Phone Number _____

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

6. **OWNER:**
 (a) Full Name: Laura Willems Social Security # _____
 (b) Corporation or LLC Name (if applicable): Ray's Signature Grill, LLC
 (c) Location: 200 N. 400 Center Lane
 Street Number Street Name
Dawsonville Georgia 30534
 City State Zip Code Phone Number

(d) Mailing Address: ~~1234 Main Street~~
 Street Number Street Name
Cumming Georgia 30028
 City State Zip Code Phone Number

7. **REGISTERED AGENT:** (*Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.*)
 (a) Full Name: _____ Social Security # _____
 (b) Address: _____
 Street Number Street Name

 City State Zip Code Phone Number

8. **TYPE OF OWNERSHIP:**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Legally Registered Partnership
<input type="checkbox"/> Private Held Corporation	<input type="checkbox"/> Public Held Corporation
<input type="checkbox"/> Public Held Corporation Subject to S.E.C. Regulations	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other; explain _____	

9. **FOR PARTNERSHIP ONLY:**
 (a) Date the Partnership was formed: _____
 (b) Attach Partnership Agreement
 (c) List Partners:

Name & Resident Address (Attach separate sheet if necessary)	Social Security Number	G - General L - Limited S - Silent	Interest	
			Investment \$	Participation %

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)

- (a) Date of Incorporation/Organization: 8/1/19
- (b) Place of Incorporation/Organization: Georgia
- (c) State Parent Corporation, if applicable: _____
- (d) Number of Shares of Capital Stock Authorized, if applicable: _____
- (e) Number of Shares of Outstanding Stock, if applicable: _____
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
<u>Laura Willemms</u>		<u>owner</u>	<u>50</u>

- (g) Is the corporation owned by a parent corporation or held by a holding company? NO
If yes, explain: _____

11. FOR PRIVATE CLUBS ONLY:

- (a) Date of organization under the laws of the State of Georgia: _____
- (b) State the total number of regular dues paying members: _____
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

12. FINANCING:

- (a) Bank to be used by business, include branch: _____
- (b) State total amount of capital that is or will be invested in the business by any party or parties: _____
- (c) State total amount of funds invested by the owner: _____
- (d) State total amount of funds invested by parties other than the owner: _____
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

13. GENERAL INFORMATION:

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? NO

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? NO

(c) If answer is "Yes" to either of immediate foregoing, explain: _____

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders. NO

(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

N/A

Name	Name or Business	Interest %

14. FOR PACKAGE LIQUOR STORE APPLICANTS: *State of Georgia Regulations*****

The State of Georgia will not issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do not apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

O.C.G.A. 3-4-21 and Regulation 560-2-2-40.
No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.

*For the purposes of explanation and applicability of the Code:
 "Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above? _____ Yes ✓ No If yes, attach a separate sheet listing names, addresses, and license numbers.

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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, Laura Ronnett Willemis, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Laura Willemis
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Laura R. Willemis SIGNED HIS 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 7 DAY OF January, 2020.

HARMONY F GEE
Notary Public - State of Georgia
Dawson County
My Commission Expires Aug 9, 2022

Harmony GEE
NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

PLANNING AND DEVELOPMENT REVIEW:

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

Date: _____

Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Planning and Development Director

APPLICANT HAS COMPLETED PREMISE & STRUCTURE FORM # 3 AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

Planning and Development Director

FOR OFFICIAL USE ONLY:

SHERIFF DEPARTMENT REVIEW:

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: _____

Sheriff

STATEMENT OF PERSONAL HISTORY

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 attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.

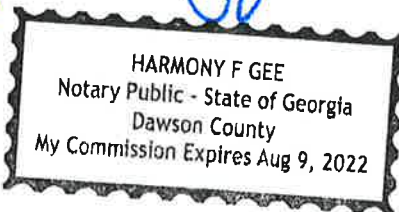
I, Laura Ronnett Willem, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.

Laura Willem
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Laura Willem SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE 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, THE 6 DAY OF January, 2020

Harmony F GEE
NOTARY PUBLIC



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

LOCATION & MAILING ADDRESS:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

PHONE: 706.344.3500 x 42335

CERTIFIED REPORT OF SURVEY

**FOR ALL CONSUMPTION ON PREMISES
AND RETAIL PACKAGE ESTABLISHMENTS**

APPLICANT:

Laura Bonnett Willemms

BUSINESS NAME:

Bay's Signature Grill, LLC

ADDRESS OF PREMISES
TO BE LICENSED:

200 N. 400 Center Lane

Dawsonville, GA 30534

The premises to be licensed must comply with the following minimum distance requirements to comply with the Official Code of Georgia §§ 3-3-2; 3-3-21; Reg. 560-2-2-.32; and the **Dawson County Consolidated Alcohol Ordinance**.

1. CHURCH BUILDING:

"Church building" means the main structure used by any religious organization for purposes of worship.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest church building, **measured in a straight line from the front door of the licensed facility to the front door of the church building.**

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address
of Nearest Church

Bethel UMC

100 Lumpkin Campground Rd.

Distance Measured

.5 miles

2. SCHOOL BUILDING OR SCHOOL GROUNDS:

"School building or school grounds" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from any school, educational building or college, **measured in a straight line from the front door of the licensed facility to the front door of the school, educational building or college.** *County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)*

Name and Address
of Nearest School

Kilough Elementary School

Kilough Church Rd.

Distance Measured

2.1 miles

3. **DAYCARE:**

"Daycare" means any place operated by a person, society, agency, corporation, institution, or group wherein are received for pay for group care for less than 24 hours per day, without transfer of legal custody, children under 18 years of age, and is not accredited as a public or private school (except that centers offering state funded pre-K programs are still considered daycares).

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest daycare, **measured in a straight line from the front door of the licensed facility to the front door of the daycare.**

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address of Nearest Daycare

White Oak Learning Academy
Prominence Ct. Dawsonville

Distance Measured

.6 miles

4. **ALCOHOL TREATMENT FACILITY:**

"Alcohol treatment facility" means any alcohol treatment center owned and operated by the State or the County government.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest alcohol treatment facility, **measured in a straight line from the front door of the licensed facility to the front door of the alcohol treatment facility.** County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Note: The only State or County operated alcohol treatment facility is Dawson County Treatment Court, 189 Highway 53 West, Suite 106, Dawsonville, GA 30534.

Name and Address of Nearest Alcohol Treatment Facility

Dawson Co. Treatment Court
189 Hwy 53 W. Dawsonville, GA

Distance Measured

6.7 miles

5. **ANOTHER PACKAGE STORE:**

*****Applies to Package Liquor Stores Only*****

No license shall be issued under this ordinance for use at a location which is within **one (1) mile** (1,760 yards) of any other business licensed to sell packaged liquor (distilled spirits) at retail. This distance shall be **measured in a straight line from the front door of the licensed facility to the front door of the other package store.** This restriction shall not apply to any location for which a new license is applied if the retail package sale of distilled spirits was lawful at such location during the 12 months immediately preceding such application. County Ordinance Reference Article 5 Section 501(B)

Name and Address of Nearest Package Liquor Store

N/A -> eating establishment

Distance Measured

5. **HOUSING AUTHORITY PROPERTY:**

*****Applies to Alcohol by the Drink Establishments*****

There is NO housing authority property in Dawson County.

"Housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created under the State Housing Authorities Law.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest housing authority property, **measured in a straight line from the front door of the licensed facility to the front door of the housing authority property.** County Ordinance Reference Article 7 Section 700(B)

Name and Address of Nearest Housing Authority Property

NONE IN DAWSON COUNTY

Distance Measured

Note:

A scale drawing (by a Georgia Registered Land Surveyor/Engineer) of the location of the premises to be licensed, showing the closest prohibited structures and identifying the minimum distance, must be attached hereto.

THE LICENSE APPLICANT COMPLETES THE FOLLOWING CERTIFICATION:

The undersigned certifies that subject location is in compliance or non-compliance with the distance requirements set forth above. I have found: (check one)

The above listed structures are inside the minimum distance restrictions stated above

OR

The premises to be licensed meets the minimum distance requirements for licensing stated above.

Laura Willemis

Applicant's Printed Name

Laura Willemis

Applicant's Signature

1.6.2020

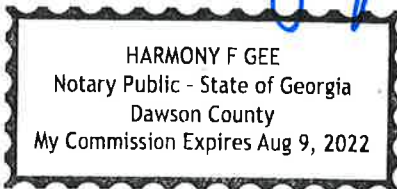
Date of Signature

Harmony F GEE

Notary Signature

1.6.2020

Date of Signature



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Locating & Mailing Address:

25 JUSTICE WAY, SUITE 2322
Dawsonville, GA 30534

Phone: 706.344.3500 x 42335

PREMISE AND STRUCTURE FORM

INSTRUCTION: THIS STATEMENT MUST BE TYPEWRITTEN OR PRINTED AND EXECUTED UNDER OATH. EACH QUESTION MUST BE FULLY ANSWERED. IF SPACE PROVIDED IS NOT SUFFICIENT, ANSWER ON A SEPARATE SHEET AND INDICATE IN THE SPACE PROVIDED THAT A SEPARATE SHEET IS ATTACHED.

1. TYPE OF BUSINESS:

- [X] EATING ESTABLISHMENT
[] INDOOR COMMERCIAL RECREATION ESTABLISHMENT
[] CONVENIENCE STORE
[] SUPER MARKET
[] PACKAGE LIQUOR STORE
[] HOTEL OR MOTEL
[] OTHER (DESCRIBE)

2. TRADE NAME OF BUSINESS: Ray's Signature Grill

LOCATION: 200 N. 400 Center Lane
Street Number Street Name

Dawsonville Georgia 30534
City State Zip Code Phone Number

Land Lot Map & Parcel Number

3. IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT? yes no
PROOF OF ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT

For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance?
yes no.
PROOF OF C-HB or CPCD ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT.

4. DOES THE COMPLETED BUILDING OR THE PROPOSED BUILDING COMPLY WITH ORDINANCES OF DAWSON COUNTY, REGULATIONS OF THE STATE REVENUE COMMISSIONER, AND THE LAWS OF THE STATE OF GEORGIA? yes IF NO, EXPLAIN NON-COMPLIANCE AND PROPOSED METHODS

TO RECTIFY SAME:

PREMISE AND STRUCTURE FORM

5. (a) DOES THE BUILDING IN WHICH THE BUSINESS IS TO BE LOCATED CONTAIN SUFFICIENT LIGHTING SO THAT THE BUILDING ITSELF AND THE PREMISES ON ALL SIDES OF THE BUILDING ARE READILY VISIBLE AT ALL TIMES FROM THE FRONT OF THE STREET ON WHICH THE BUILDING IS LOCATED AS TO REVEAL ALL OF THE OUTSIDE PREMISES OF SUCH BUILDING? yes
- (b) IS THE BUILDING SO ILLUMINATED SO THAT ALL HALLWAYS, PASSAGE WAYS, AND OPEN AREAS MAY BE CLEARLY SEEN BY THE CUSTOMER THEREIN? yes

IF THE ANSWER IS NO TO EITHER OR BOTH (a) OR (b) ABOVE, PLEASE EXPLAIN PROPOSED METHODS TO RECTIFY THE INSUFFICIENT LIGHTING. _____

6. **FOR CONSUMPTION ON PREMISES AND RETAIL PACKAGE APPLICATIONS:**

(Answer "N/A" for items that are not applicable to your business)

- (a) NUMBER OF SQUARE FEET OF TOTAL FLOOR AREA: 2700
- (b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: 1200
- (c) SEATING CAPACITY EXCLUDING BAR AREA: 80
- (d) DO YOU HAVE A FULL SERVICE KITCHEN? _____

DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? yes

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? yes

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: _____

- (e) HOURS PREPARED MEALS OR FOODS ARE SERVED: 5Am-9pm
- (f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: 12noon-9pm

- (g) HOURS OF OPERATION: 5Am-9pm
- (h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 12
- (i) NUMBER OF PARKING SPACES: 34
- (j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: 2

(k) **PACKAGE LIQUOR STORES:**

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 503 - POSTING OF LICENSE NUMBER?

Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No. _____"

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 505 A) (2) - TYPES OF OUTLETS WHERE PACKAGE SALES ARE PERMITTED? _____

Outlets that are devoted exclusively to the retail sale of distilled spirits, malt beverages and/or wine by the package with ingress and egress provided directly to and only to the exterior of the building and not to any other enclosed part of the building or adjoining building.

PREMISE AND STRUCTURE

7. FOR HOTEL/MOTEL ONLY:

- (a) NUMBER OF ROOMS AVAILABLE FOR HIRE TO GENERAL PUBLIC: _____
- (b) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO RESTAURANT: _____
- (c) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO DINING AREA: _____
- (d) SEATING CAPACITY EXCLUDING BAR AREA: _____
EXPLAIN IF MORE THAN ONE DINING AREA: _____

- (e) DO YOU HAVE A FULL SERVICE KITCHEN? _____
DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? _____
IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? _____
IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: _____

- (f) HOURS PREPARED MEALS OR FOODS ARE SERVED: _____
- (g) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED: _____
- (h) MAXIMUM NUMBER OF EMPLOYEES ON THE HIGHEST SHIFT DEVOTED TO THE OPERATION OTHER THAN THE RESTAURANT: _____
- (i) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT DEVOTED TO THE RESTAURANT OPERATION: _____
- (j) NUMBER OF PARKING SPACES: _____
- (k) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: _____

FOR ALL APPLICATIONS:

8. ✓ **ATTACH A CERTIFIED SCALE DRAWING OF THE PROPOSED PREMISES BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOWING THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY, OR ALCOHOL TREATMENT CENTER.**
(See Survey Form # 3-A)
9. **ATTACH APPLICANT'S CERTIFICATION THAT THE LOCATION COMPLIES WITH THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY OR ALCOHOL TREATMENT CENTER.**
(See Survey Form 3-A)
10. **ATTACH EVIDENCE OF OWNERSHIP (DEED, LEASE, SALES AGREEMENT, LETTER OF INTENT).**

PREMISE AND STRUCTURE FORM

- 11. IF THE APPLICANT IS A FRANCHISE, ATTACH A COPY OF THE FRANCHISE AGREEMENT OR CONTRACT. *n/a*
- 12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S).
- 13. ✓ (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN.
- (b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING.

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

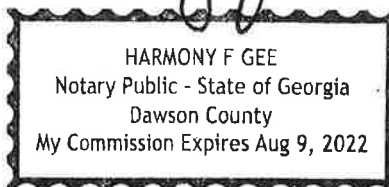
I, Laura Willem, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.

Laura Willem
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Laura Willem SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE 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, THE 6 DAY OF January, 2020.

Harmony GEE
NOTARY PUBLIC



Ray's

Deli & Grill

"The best burgers in town!"

Phone: (386) 438-8553
419 FL-247, Lake City, FL 32025



Follow Us
@Raysdell



Follow Us
@Raysdell

** prices subject to change **

The Light Choice (under 500 calories)

White or wheat bun, rye, pita or your choice of wrap

Banana Turkey 9.49

Lettuce, tomato, onion, yellow mustard and banana peppers

Chicken Light 9.49

Lettuce, tomato, onion, yellow mustard, seasoning salt and oregano

Light Buffalo 9.49

Grilled chicken, lettuce, tomato onion and HOT buffalo sauce

Rye Turkey 9.49

Lettuce, tomato, onion, yellow mustard, sweet and banana peppers



Rye Turkey

Smokey Ham 9.49

Lettuce, tomato, onion and spicy mustard

On The Side

Fries Or Tots 3.29

Fried Pickles 4.29

Basket 6.49

Basket 9.49

Corn Nuggets 3.29

Mozzy Sticks 3) 3.29

Basket 8.49

6) 5.29 9) 7.29 12) 9.29

Onion Rings 4.29



Basket 9.49

Potato Salad 3.29 Fruit Cup 3.29 Side Salad 4.29

Just For Kids

Kid's Roast Beef or Turkey and Cheese 5.29

Grilled Cheese 4.29 Ham & Cheese 5.29 Chicken Strips 5.29

Kids meal comes with fries or tots and a kid's fountain drink

Drinks



Fountain Drinks 2.19
Iced Tea 2.19
Bottled Soda 2.19
Root Beer Float 3.99



Hand Pattied Burgers

On a fresh baked white or wheat bun

Original

Lettuce, tomato, onion, ketchup, mustard and pickles
Regular 9.49 Small 8.49

Mushroom Swiss

Grilled onions, lettuce and tomato
Regular 10.49 Small 9.49

Bacon Cheddar

Lettuce, tomato, onion, ketchup, mustard and pickles
Regular 10.49 Small 9.49

Big Hoss

American cheese, fried pickles, ranch, lettuce, tomato and onions
Regular 11.49 Small 10.49

Bronco (It's got quite a kick)

Pepper jack, lettuce, tomato, onion and bronco sauce
Regular 10.49 Small 9.49



Original



Big Hoss



Mozzzy

All burgers, sandwiches, wraps and chicken strips come with your choice of side
Add: \$1 up-charge for onion rings, fried pickles and side salad

Salads

Salads come with your choice: club crackers or croutons

Saucy Chicken Salad 10.49

Fried chicken strips dipped in buffalo or sriracha sauce, cheddar chicken, tomato, cucumber, carrots, and an egg on a bed of chopped iceberg lettuce

Garden Salad 7.49

Tomatoes, cucumbers, carrots and an egg on a bed of chopped iceberg lettuce
Add chicken or chicken salad to your garden salad \$3.00

Dressings: ranch, blue cheese, golden italian, light italian, caesar, french, honey mustard, thousand island, raspberry vinaigrette, oil and vinegar

Chef Salad 10.49

Ham and turkey with provolone and cheddar cheese on a fresh bed of iceberg lettuce including eggs, carrots, tomatoes and cucumbers

Nutty Chicken Salad 10.49

Grilled chicken, egg cheese, almonds, grapes, raisins and dried cranberries on a bed of mixed greens

Wraps & More

Wrap choices: white, spinach, tomato basil & chipotle

Chicken Ranch Wrap 9.49

Grilled chicken, cheddar cheese, mixed greens, tomato, onions and ranch dressing

Saucy Wrap 9.49

Fried chicken with buffalo or sriracha sauce, with cheddar cheese, lettuce, tomato and onion

Nutty Chicken Wrap 10.49

Grilled chicken, feta cheese, almonds, grapes, raisins and mixed greens

Gyro 10.49

Grilled lamb and beef with lettuce, tomato, onion and tzatziki sauce on pita

Southwest Wrap 9.49

Turkey, bacon and cheddar with lettuce, tomato and southwest sauce



Chicken Strips

Sriracha or Buffalo Chicken Strips 10.49
Homestyle Chicken Strips 10.49



Subs & Sandwiches

On our own fresh baked white or wheat sub roll, pita, rye bread or your choice of wrap

Fried Spicy Chicken 9.49

Lettuce, tomato and mango on a fresh baked bun

Big Leo 10.49

Ham, capicola, salami, provolone with provolone sauce \$1.75

Chicken Salad 9.49

Lettuce, tomato, mayo and onions

Reuben 10.49

Grilled corned beef topped with sauerkraut and Swiss with thousand island on rye

Italian Dip 10.49

Ham, capicola, salami, provolone with provolone, grilled and pressed with a side of marinara

Steak & Cheese 10.49

Grilled Angus beef with green peppers and onions with provolone cheese on a fresh baked sub roll

Ham Turkey & Cheese 10.49

Provolone sauce 'ATW' on a fresh sub roll

French Dip 10.49

Grilled roast beef and provolone served with a side of au jus on a fresh baked sub roll

Southwest Club 10.49

Turkey, cheddar cheese, bacon, lettuce, tomato, onion and southwest sauce on a fresh baked sub roll



Double meat: 3.00

Add cheese: .50 per slice

'ATW' (all the way): lettuce, tomato, onion, mayo, spicy mustard, banana hot peppers, sweet peppers, scasoning salt, oregano, oil and vinegar

Control Number :

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Ray's Signature Grill, LLC.
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/01/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/06/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/1/2019 10:46:28 AM

BUSINESS INFORMATION

CONTROL NUMBER
BUSINESS NAME Ray's Signature Grill, LLC.
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 08/01/2019

PRINCIPAL OFFICE ADDRESS

ADDRESS 200 N Center Lane, Dawsonville, GA, 30534, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Laura Willems		

ORGANIZER(S)

NAME	TITLE	ADDRESS
Laura Willems	ORGANIZER	
Ray Willems	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Laura Willems
AUTHORIZER TITLE Organizer

LSTCN : GBITCN: DATE/TIME:2019-10-11 12:24:35
NAME:WILLEMS, LAURA RONNETT



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:
GBITCN:
DATE/TIME:2019-10-11 12:24:35
NAME:WILLEMS, LAURA RONNETT
PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Superior Court

Work Session: 1/16/2020

Prepared By: Jason Stephenson

Voting Session: 2/6/2020

Presenter: Jason Stephenson

Public Hearing: Yes No

Agenda Item Title: Budget Correction for Intergovernmental Agreement -- Superior Court

Background Information:

Dawson County pays 10% of the total cost of one Administrative Assistant and law clerk for each Superior Court judge. For several years Dawson has benefitted from Hall County erroneously invoicing for only half of such employees – 5 people rather than 10. Hall discovered the billing error in Oct 2019 and corrected it in the 3rd quarter.

Current Information:

Because the budgeted amount assumed the erroneous invoicing would continue, it was significantly underfunded for 2019. The 3rd quarter payment was \$15,940; the upcoming 4th quarter payment should be a similar amount. The invoice reflects 10% of the total cost of 10 employees (two per judge).

To prevent such errors in the future, Hall and Dawson have both asked Court Administration to review each quarter's invoice for accuracy prior to submission and payment.

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

Fund	Dept.	Acct No.	Amended Budget	YTD Expenditures	Balance Remaining	Amount Requested
100	2150	571000	\$35,000	\$33,072	\$1,928	\$15,200

Recommendation/Motion: Motion to approve moving \$15,200 from General Fund Fund Balance

Department Head Authorization: [Signature]

Date: 1-6-2020

Finance Dept. Authorization: [Signature]

Date: 1-7-2020

County Manager Authorization: [Signature]

Date: 1-7-2020

County Attorney Authorization:

Date:

Comments/Attachments:

COMM OF ROADS & REVENUE DAWSON CO
 DETAIL ACCOUNT INQUIRY BY FUND

FY 2019

PERIOD: 01/01/2019 TO 12/31/2019

100-00-2150-571000-000 INTERGOVT - HALL COUNTY				<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>
				35,000.00	33,071.42	0.00	1,928.58
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
		BALANCE FORWARD					0.00
04/11/2019	AP	HALL COUNTY FINANCIAL MGMT JAN-MA	126523	183847	7,787.82		7,787.82
08/15/2019	AP	HALL COUNTY FINANCIAL MGMT APRIL-JI	130406	185317	9,343.53		17,131.35
12/12/2019	AP	HALL COUNTY FINANCIAL MGMT JULY-SE	133734	186584	15,940.07		33,071.42
		SUBTOTALS FOR ACCOUNT 100-00-2150-571000-000 :			33,071.42	0.00	
					33,071.42	0.00	
					33,071.42	0.00	



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Manager

Work Session: 01/16/2019

Prepared By: Melissa Hawk

Voting Session: 02/06/2019

Presenter: Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: IFB-NOS #352-19 Sale of Surplus Real Property Owned by Dawson County BOC – Second Rebid

Background Information:

The Board of Commissioners and County Manager requested an IFB to be released for sale of certain real property owned the County. These tax parcels are #082-006-001 and #092-001-001 (which is being sold as one property) – Property “A”; 023-001 – Property “B”; 015-068 – Property “C”; 016-098 – Property “D”; and 016B-096 – Property “E”.

Current Information:

IFB – Notice of Sale opened on November 18, 2019, receiving one offer for Property “A”. This property is an approximately 77.67-acre tract of land located along Shoal Creek Road (North of 718). Caballero Holdings, LLC of Cumming, GA submitted an offer of \$311,111.00. For informational purposes, the independent appraisal performed by J & T Smith, Inc. of Cumming, GA valued this property at \$1,100,000.00 on April 8, 2019. The Dawson County Tax Assessor’s value is \$647,074.00.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
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Recommendation/Motion: Staff recommends that the Board of Commissioners consider its options and vote to 1) accept the bid offered and award the sale to Caballero Holdings, LLC in the amount of \$311,111.00; 2) reject the bid offered and take no further action or 3) reject the bid offered and rebid for the properties the Board wishes to sale.

Department Head Authorization: David Headley

Date: 12/16/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 1/03/2020

County Manager Authorization: DH

Date: 1/6/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: EMS/Fire and Public Works

Work Session: 01/16/2019

Prepared By: Melissa Hawk

Voting Session: 02/06/2019

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: RFP #355-19 Debris Removal and Disposal Services

Background Information:

The current contract was extended through February 28, 2020, with both Crowder Gulf and Ceres. This contract will not have any cost to the county unless called to report during a disaster such as a winter storm. Reimbursement is processed quicker by FEMA and GEMA when local governments retain such contractors.

Current Information:

RFP opened on November 12, 2019, with 4 proposals received. There are five (5) areas of deliverables the contractor will be responsible for, should the contract be activated. Pricing received for forty-eight (48) line items related to scope of services at the cost per hour. Each was totaled for a summed cost to determine the best cost score. Some of these items included remove/dispose of vegetation in rights-of-way; hazardous tree removal; vehicle removal; freon management; electronic waste removal; putrescent removal; biowaste and household hazardous waste removal.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
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Recommendation/Motion: Staff respectfully requests the Board to accept the proposals submitted and award a contract to Graham County Land Company.

Department Head Authorization: Danny Thompson

Date: 12/3/2019

David McKee

12/3/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 1/3/2020

County Manager Authorization: DH

Date: 1/6/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



War Hill Park

Photo by: Michelle Wittmer Grabowski



RFP #355-19

DEBRIS REMOVAL AND

DISPOSAL SERVICES

WORK SESSION – January 16, 2020



Background and Overview



- ❖ The current contracts with Crowder Gulf and Ceres have been extended through February 28, 2020 to allow for a new contract to be established.
- ❖ The Public Works and EMS/Fire Departments wishes to award a single vendor contract.
- ❖ This contract will not have any cost to the County unless called to report during a disaster such as a winter storm.
- ❖ Awarding a contract will fast-track federal and state disaster relief funding.

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. Conduct planning and training upon award of contract with the County in accordance with Federal Emergency Management Agency requirements.
 2. Ensuring staff on site within eight (8) hours of notification.
 3. Coincide operations with the Dawson County Emergency Management Agency Local Emergency Operations Plan.

- ❖ Some of the deliverables include:
 1. Debris Removal
 2. Debris Processing
 3. Documentation and Records

Evaluation Committee



- ❖ Emergency Services/Fire Department
 - ❖ Chief/EMA Director, Danny Thompson
 - ❖ Division Chief of Operations/Training, Jason Dooley

- ❖ Public Works Department
 - ❖ David McKee, Director

- ❖ Facilitator – Melissa Hawk, Purchasing Manager

Evaluation Criteria and Proposer Scores Summary



RFP #355-19 Debris Removal and Disposal Services								
COMPANY	EVALUATOR	COMPANY BACKGROUND & STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING & APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	COST/	Technical
							FINANCIAL	SCORE
Graham County Land Company	Danny Thompson	10.5	14	14	7	9		54.5
	David McKee	15	18	18	9	12		72
	Jason Dooley	9	14	16	6	12		57
	AVERAGE SCORE	11.50	15.33	16.00	7.33	11.00	0.00	61.17
	TOTAL SCORE	34.50	46.00	48.00	22.00	33.00	20.00	203.50
Custom Tree Care, Inc	Danny Thompson	9	14	14	8	9		54
	David McKee	12	16	16	9	13.5		66.5
	Jason Dooley	10.5	14	16	6	10.5		57
	AVERAGE SCORE	10.50	14.67	15.33	7.67	11.00	0.00	59.17
	TOTAL SCORE	31.50	44.00	46.00	23.00	33.00	17.04	194.54
T.F.R. Enterprises, Inc.	Danny Thompson	13.5	18	16	8	12		67.5
	David McKee	13.5	18	16	9	12		68.5
	Jason Dooley	10.5	16	18	7	12		63.5
	AVERAGE SCORE	12.50	17.33	16.67	8.00	12.00	0.00	66.50
	TOTAL SCORE	37.50	52.00	50.00	24.00	36.00	9.42	208.92
DRC Emergency Services	Danny Thompson	13.5	18	18	8	13.5		71
	David McKee	15	18	16	9	12		70
	Jason Dooley	12	18	18	8	10.5		66.5
	AVERAGE SCORE	13.50	18.00	17.33	8.33	12.00	0.00	69.17
	TOTAL SCORE	40.50	54.00	52.00	25.00	36.00	-4.00	203.50

Evaluation weight for this RFP is 80% technical and 20% price.

Offers Received



RFP #355-19 DEBRIS REMOVAL AND DISPOSAL SERVICES								
COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
Graham County Land Co	35	46	48	22	33	61	20	81
Custom Tree Care	32	44	46	23	33	59	17	76
TFR Enterprises, Inc.	38	52	50	24	36	67	9	76
DRC Emergency Services	41	54	52	25	36	69	0	69

NOTE: Each Proposer provided pricing for forty-eight (48) line items related to the scope of services at the cost per unit of measure. Each was totaled for a summed cost to determine the best cost score. Some of these items included removal/disposal of vegetation in rights-of-way, hazardous tree removal, vehicle removal, freon management, electronic waste removal, putrescent removal, biowaste and household hazardous waste removal.

Graham County Land Company summed total is \$1,470.95
 T.F.R. Enterprises summed total is \$2,249.40

Custom Tree Care summed total is \$1,688.70
 DRC Emergency Services summed total is \$3,236.35

Staff Recommendation



Staff respectfully requests the Board to accept the proposals submitted and to award a contract to Graham County Land Company. This contract will not be activated nor funded unless the County experiences a disaster.

THANK YOU



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: EMS/Fire and Public Works

Work Session: 01/16/2019

Prepared By: Melissa Hawk

Voting Session: 02/06/2019

Presenter: David McKee

Public Hearing: Yes No

Agenda Item Title: RFP #356-19 Debris Monitoring Services

Background Information:

The Public Works and EMS/Fire Departments worked with Purchasing to develop scope of services. This contract will not have any cost to the county unless called to report during a disaster such as a winter storm. The county has not had such a contract in the past and staff has taken on this role. Awarding a contract will fast-track federal and state disaster relief funding and allow county staff to work in other needed areas.

Current Information:

RFP opened on October 30, 2019, with 2 proposals received. There are seven (7) areas of deliverables the contractor will be responsible for, should the contract be activated. Pricing received for sixteen (16) line items related to scope of services at the cost per hour. Each was totaled for a summed cost to determine the best cost score. Some of these items included debris management sites monitors, roving monitors, project manager, FEMA coordinator, schedulers, GIS analyst, field supervisor, environmental specialist and data entry clerks.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff respectfully requests the Board to accept the proposals submitted and award a contract to DebrisTech, Inc.

Department Head Authorization: Danny Thompson

Date: 12/3/2019

David McKee

12/3/2019

Finance Dept. Authorization: Vickie Neikirk

Date: 1/3/2020

County Manager Authorization: DH

Date: 1/6/2020

County Attorney Authorization:

Date:

Comments/Attachments:

42



War Hill Park

Photo by: Michelle Wittmer Grabowski



RFP #356-19

DEBRIS MONITORING SERVICES

WORK SESSION – January 16, 2020



Background and Overview



- ❖ The Public Works and EMS/Fire Departments worked with Purchasing to develop Scope of Services for a Debris Monitoring contractor.
- ❖ This contract will not have any cost to the County unless called to report during a disaster such as a winter storm.
- ❖ The County has not had such a contract in the past and staff has taken on this role.
- ❖ Awarding a contract will fast-track federal and state disaster relief funding and allow County staff to work in other needed areas.

Procurement Approach and Procedure



BID ACCORDING TO POLICY

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

Scope of Services



❖ Some of the scope of services include:

1. Support the oversight, management and technical assistance for the monitoring of the debris removal and disposal contractor in accordance with Federal Emergency Management Agency requirements.
2. Ensuring staff on site within eight (8) hours of notification.
3. Coincide general debris monitoring and reporting services with the Dawson County Emergency Management Agency Local Emergency Operations Plan.
4. Collection and roving monitors will be fully trained to assure proper and complaint documentation protocols are instituted and followed.
5. Provide state-of-the-art field equipment for documenting photos, reports and other vital information for load tickets, debris contractor invoices, project status, payroll and vehicle certifications.
6. Conduct pre and post-use environmental monitoring of the DMS (Debris Management Site)/TDSRS (Temporary Debris Storage and Reduction Site) locations to detect environmental contamination and ensure the clean-up of these sites if any issues are discovered.
7. Provide regular updates to the County Debris Monitoring Coordinator and the Public Information Specialist for public information use.

Evaluation Committee



- ❖ Emergency Services/Fire Department
 - ❖ Chief/EMA Director, Danny Thompson
 - ❖ Division Chief of Operations/Training, Jason Dooley

- ❖ Public Works Department
 - ❖ David McKee, Director

- ❖ Facilitator – Melissa Hawk, Purchasing Manager

Evaluation Criteria and Proposer Scores Summary



RFP #356-19 Debris Monitoring Services

COMPANY	EVALUATOR	COMPANY BACKGROUND & STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING & APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	COST/	Technical
							FINANCIAL	SCORE
DebrisTech, LLC	Danny Thompson	10.5	16	16	8	12		62.5
	David McKee	12	18	18	8	12		68
	Jason Dooley	13.5	16	18	10	10.5		68
	AVERAGE SCORE	12.00	16.67	17.33	8.67	11.50	0.00	66.17
	TOTAL SCORE	36.00	50.00	52.00	26.00	34.50	25.00	223.50
Thompson Consulting Services, LLC	Danny Thompson	10.5	16	16	8	10.5		61
	David McKee	13.5	18	18	8	13.5		71
	Jason Dooley	10.5	16	16	6	13.5		62
	AVERAGE SCORE	11.50	16.67	16.67	7.33	12.50	0.00	64.67
	TOTAL SCORE	34.50	50.00	50.00	22.00	37.50	16.88	210.88

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

Scores rounded to the nearest whole number

Offers Received



RFP #356-19 DEBRIS MONITORING SERVICES

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
DebrisTech, Inc	36	50	52	26	35	66	25	91
Thompson Consulting Services, LLC	35	50	50	22	38	65	17	82

NOTE: Each Proposer provided pricing for sixteen (16) line items related to the scope of services at the cost per hour. Each was totaled for a summed cost to determine the best cost score. Some of these items included debris management sites monitors, roving monitors, project manager, FEMA coordinator, schedulers, GIS analyst, field supervisor, environmental specialist and data entry clerks.

DebrisTech's summed total is \$425.00

Thompson Consulting services summed total is \$563.00.

Staff Recommendation



Staff respectfully requests the Board to accept the proposals submitted and to award a contract to DebrisTech, Inc. This contract will not be activated nor funded unless the County experiences a disaster.

THANK YOU



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **01.16.20**

Prepared By: **Danny Thompson**

Voting Session: **02.06.20**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **Statewide Mutual Aid Agreement**

Background Information:

Dawson County Fire & Emergency Services and GEMA/HS have been participating partners in a Statewide Mutual Aid agreement for the last four years. The purpose of the agreement serves as two primary functions. First, is to provide assistance and support in managing a disaster that occurs within Dawson County and other participating agencies. Second, identify the authorized parties to approve and provide resources as requested by another participating party.

Current Information:

This is to renew the current agreement, as it is set to expire in April 2020. The terms of this agreement shall expire in April 2024. This agreement indemnifies agencies operating outside their normal jurisdiction. In the event a disaster becomes a Federally or State declared event, and conflicts within this agreement are superseded by the terms and conditions stated with the State of Emergency.

Budget Information: Applicable: _____ Not Applicable: **X** Budgeted: Yes _____ No **X**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: **DT**

Date: 12.26.19_____

Finance Dept. Authorization: **Vickie Neikirk**

Date: **1.06.2020**

County Manager Authorization: **DH**

Date: **1/6/2020**

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: DAWSON COUNTY, GEORGIA

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement.. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: **DAWSON COUNTY, GEORGIA**

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for **DAWSON COUNTY, GEORGIA** (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

David Headley

Dawson County, County Manager

Print Name

Job Title/Position

Signature of Above Individual

Danny Thompson

Dawson County EMA Director

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for **DAWSON COUNTY, GEORGIA**

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Vicki Neikirk

Chief Financial Officer

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **01.16.20**

Prepared By: **Danny Thompson**

Voting Session: **02.06.20**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **VFA 50/50 Grant**

Background Information:

The Georgia Forestry Commission annually opens up a 50/50 grant program to smaller rural communities in Georgia. The maximum allowed on this grant is \$10,000.00. The grant period closed on December 1, 2019.

Current Information:

Dawson County Fire was notified that we received the 50/50 grant that was recently applied for in December. We will utilize \$5,000.00 from our small equipment to replace some older nozzles and fire hose. The purchases have to be made and submitted for reimbursement by April 17, 2020.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: **Approve agenda item**

Department Head Authorization: FDI

Date: 12.26.19

Finance Dept. Authorization: Vickie Neikirk

Date: 1.06.2020

County Manager Authorization: _____

Date: 1/6/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



5645 Riggins Mill Road
Dry Branch, GA 31020
P 478 /51 3500
F 478 /51 3465

An Equal Opportunity
Employer & Service Provider



Finon Kemp
Governor

Chuck Williams
Deputy

Board of Commissioners

Wesley Langdale, Chairman
Vickiasta

Larry Spillers, Vice Chairman
Roberta

Amber Allen
Cindy

Ember Bouley
Mason

Chad Nance
Blackshear

Robert Pittard
Ardling

Sande Sparks
Elguy

December 17, 2019

Dawson County Fire & Emergency Services
393 Memory Lane
Dawsonville, GA 30534

Thank you for your recent Volunteer Fire Assistance (VFA) 50/50% Grant Application. The Georgia Forestry Commission (GFC) utilizes funds from a federal competitive grant from the U.S. Forest Service to pass funding to local fire departments in Georgia for specific items in an effort establish and/or enhance wildfire safety, readiness, and response.

It is with pleasure to notify you that your 2019 50/50% VFA Grant Application was approved for funding. The total amount of this grant awarded to the **Dawson County Fire & Emergency Services** will be **\$5000.00**. This amount equals 50% of the total cost the fire department indicated on the 2019 Grant Application, but not exceeding the maximum \$5,000 per grant applicant.

To receive the above approved amount, the following items **MUST** be completed:

- Grant Reimbursement packets **MUST** be submitted by April 17, 2020. Reimbursements will **not** be approved after this date.
- A copy of paid receipt(s) which itemizes each item purchased and the total amount paid for the items by the fire department with a copy of the check.
- The fire department or authorized entity making the purchase of the approved items on behalf of the fire department must provide an invoice to the GFC for 50% of the total amount expended by the fire department.
- Read, understand, complete, and sign the enclosed Federal Funding Accountability and Transparency Act (FFATA) Agreement and return the signed Agreement. (If not already signed).
- Updated W-9 (please use enclosed W-9 form)

Mail all required documentation to:

Georgia Forestry Commission
Attention: GFC Rural Fire Defense (RFD) Coordinator
5645 Riggins Mill Road
Dry Branch, Georgia 31020

Upon receipt of the above required documentation, the RFD Coordinator will process the invoice with your supporting documentation within 30 days of receipt of all items. The GFC would like to thank you for being a tremendous partner helping to prevent and suppress wildland fires in Georgia.

Regards,

Frank Sorrells, Chief of Forest Protection

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **01.16.20**

Prepared By: **Danny Thompson**

Voting Session: **2.6.20**

Presenter: **Danny Thompson**

Public Hearing: Yes _____ No **X**

Agenda Item Title: **EMPG Grant FY 20**

Background Information:

For many years, County Emergency Management Agencies who complete the mandatory activity and reporting requirements for GEMA have been eligible to receive a 50/50 matching grant to support EMA activities such as mitigation, preparation, and response to emergency situations. Dawson County has received this grant multiple times through the years.

Current Information:

These funds cover a portion of the cost for RAVE emergency alerting, weather siren maintenance, and Crisis Track damage assessment. This year's EMPG grant is \$15,568.00 and Dawson County's match is \$7,784.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	EMA					

Recommendation/Motion: Approve agenda item

Department Head Authorization: **DT**

Date: **12.22.19**

Finance Dept. Authorization: Vickie Neikirk

Date: 1.06.2020

County Manager Authorization: DH

Date: 1/6/2020

County Attorney Authorization: _____

Date: _____

Comments/Attachments: