

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, APRIL 6, 2023
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

UNFINISHED BUSINESS

1. Discussion of Vape Ordinance Review- County Attorney Angela Davis (*Last Discussed at the March 2, 2023, Work Session*)
2. Discussion of the Future Site for the Emergency 9-1-1 / Emergency Operations Center Building- Jim King on behalf of Jericho Design Group (*Last Discussed at the March 2, 2023, Work Session*)

NEW BUSINESS

1. Presentation of Updated Mutual Aid Memorandum of Understanding with Fort Benning, Georgia- Emergency Services Director Troy Leist
2. Presentation of Request to Donate Surplus Equipment to the Country of Peru Fire Service- Emergency Services Director Troy Leist
3. Presentation of Request to Accept Donation of Home Depot Foundation Grant for Fire Station 1 Administration Remodel Project- Emergency Services Director Troy Leist
4. Presentation of Request for Approval to Proceed with Soliciting Bids for Special Purpose Local Option Sales Tax-Funded Road and Culvert Replacement Project- Public Works Director Robert Drewry
5. Presentation of Request for the Donation of Required Right of Way and Permanent Easement Area to the Georgia Department of Transportation for Its Shoal Creek Road Bridge Replacement Project- Public Works Director Robert Drewry
6. Presentation of Comprehensive Plan Update - Transportation Element- Planning & Development Director Sharon Farrell
7. Presentation of Request for Additional Full-Time Human Resources Specialist- Human Resources Director Kristi Finley
8. Presentation of Board Appointment:
 - a. EMS Advisory Council**
 - i. Bridget Rigby- *replacing Don Patterson* (Term: Through June 2024)
9. County Manager Report
10. County Attorney Report

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

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

Ordinance Number: _____

AN ORDINANCE OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO PROVIDE FOR LICENSING OF VAPE SHOPS, IMPOSE RESTRICTIONS ON OPERATION OF VAPE SHOPS, AND RESTRICT USE OF VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS AROUND SCHOOLS AND CHURCHES; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to regulate the sale and use of vapor products and alternative nicotine products to the extent consistent with Georgia law; and

WHEREAS, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Dawson County, Georgia, as follows:

SECTION 1.

Chapter 6, Article IV of the Code of Dawson County, Georgia is amended as shown in Exhibit A hereto.

SECTION 2.

Chapter 30, Article II of the Code of Dawson County, Georgia is amended as shown in Exhibit B hereto.

SECTION 3.

Chapter 34, Article I of the Code of Dawson County, Georgia is hereby amended as shown in Exhibit C hereto.

SECTION 4.

Chapter 38, Article II of the Code of Dawson County, Georgia is hereby amended as shown in Exhibit D hereto.

SECTION 5.

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular

situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 5.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective on January 1, 2020, the public good demanding the same.

SO ORDAINED this 17 day of October, 2019.


Dawson County Board of Commissioners




Billy Thurmond, Chairman



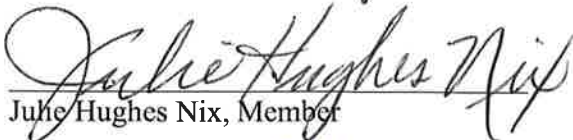
Sharon Fausett, Member



Chris Gaines, Member



Tim Satterfield, Member



Julie Hughes Nix, Member

Attest:

By: 

Kristen Cloud, County Clerk



Exhibit A

Chapter 6, Article IV of the Code of Dawson County, Georgia is amended as follows:

1. Section 6-105 is amended by adding a new subsection (b)(9) as follows: "Has its vape shop license for the premises revoked or suspended for cause."

Exhibit B

Chapter 30, Article II of the Code of Dawson County, Georgia is amended as follows:

1. Section 30-115 is amended by adding a new subsection (b)(4) as follows: "Vape shops as defined in section 30-363."
2. A new Section 30-128 is added reading as follows: "Sec. 30-128 – Incorporation of Vape Shop License into Business License. As provided in Division 10 of this Article, a license to sell "alternative nicotine products" and "vapor products" (as defined in Division 10) shall, if approved, be issued as a component of an applicant's business license. Additional application materials and fees will be required from any applicant seeking to have this licensure component included in its business license."
3. Chapter 30, Article II of the Code of Dawson County, Georgia is amended by adding a new Division 10 containing the following text:

DIVISION 10. – VAPE SHOPS

Sec. 30-362. - State law reference.

The rules and regulations set forth in this division shall govern the operation of all vape shops in the unincorporated areas of Dawson County. This division is adopted under the home rule provisions of Art. IX, Section III, Paragraph I of the state constitution (Ga. Const. art. IX, § III, ¶ I).

Sec. 30-363. – Definitions.

For the purposes of this section, the following terms shall have the following meanings:

- (a) "Alternative nicotine product" shall mean any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. The term "alternative nicotine product" shall not include any tobacco product (as defined in Ga. R&Reg. 560-8-1.01), vapor product, or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.
- (b) "Person" shall mean and refer to any individual, natural person, partnership, firm, corporation, joint venture, proprietorship, business entity, association, agency, group, organization or group of persons or any other entity.
- (c) "Specialty vape shop" shall mean a vape shop whose sales of alternative nicotine products and vapor products, combined, exceed twenty-five percent (25%) of the aggregate retail sales of the shop, as determined by averaging sales from the prior three months.
- (d) "Vape juice" shall mean any substance that contains nicotine in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device; and

- (e) “Vapor product” shall mean any noncombustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine in a solution or other form. The term “vapor product” shall include any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, any vape juice, and any vapor cartridge or other container for vape juice. The term “vapor product” shall not include any tobacco product (as defined in Ga. R&Reg. 560-8-1.01), or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.
- (f) “Vape shop” shall mean any business whose product line for retail sale includes alternative nicotine products and/or vapor products.
- (g) “Verified sales report” shall mean a document, sworn to as complete and accurate before a notary public, showing the applicant's total receipts and receipts from sales of alternative nicotine products and vapor products for each month in the prior year.

Sec. 30-364. - Licenses generally; expiration and application dates; renewals.

- (a) Before beginning the business of operating a vape shop, an operator shall first obtain a license to conduct such a business. Only persons who are a minimum of 21 years old will be eligible to obtain a license to operate a vape shop. The application for a license to operate a vape shop shall be made to the County Planning and Development Department, in conjunction with the application for a business license under Division 3 of this Article. Except as specifically provided in this Division 10, the application for, and issuance of, a vape shop license shall be performed in conjunction with, and subject to the terms of, the business licensing process as described in Divisions 2 and 3. No separate paper license will be issued for operation of a vape shop; instead, permission to operate a vape shop will be indicated on the granted business license.
- (b) All persons operating a vape shop under a County business license prior to January 1, 2020 shall file an application for a vape shop license in connection with the shop’s next annual business license renewal application and shall meet the application requirements of this division.
- (c) All licenses issued under this division shall:
 - (1) Permit the licensee to sell alternative nicotine products and vapor products within Dawson County and outside municipalities in Dawson County, Georgia, pursuant to the terms of this division and not inconsistent with the laws of the State of Georgia and of the United States;
 - (2) Be subject to the restrictions on transfer of business licenses under Section 30-106, except that a vape shop license may not be transferred from one location to another without the prior approval of the County upon written application;
 - (3) Be subject to all terms and conditions imposed or provided for by future provisions or amendments to this vape shop ordinance; and
 - (4) Indicate if the licensee is authorized to operate a specialty vape shop pursuant to Section 30-365(b)(2).

- (d) In addition to the administrative fee imposed for a business license, a separate nonprorated, nonrefundable administrative fee set forth in the Dawson County Fee Schedule shall be required on all applications for a vape shop license.

Sec. 30-365. - Application for license; issuance of license; denial; appeal; renewal

- (a) *Application Contents.* Each initial and renewal application for a vape shop license, in addition to the standard requirements of an application for a business license, shall provide the following:

- (1) A verified sales report; and
- (2) A survey (dated no more than 180 days prior to submission of the application), certified by a registered surveyor of the State of Georgia, showing a scaled drawing of the premises, the location on the premises where the applicant desires to sell any item of alternative nicotine product and/or vapor product and the distance to the nearest church building, school building, educational building, school grounds or college grounds, and college campus building. The distance shall be measured in a straight line from the front door of the proposed licensed premise to the front door of the church, day care, or treatment facility, and from the front door of the proposed licensed premise to the nearest property line of the real property used for school, college or educational purposes.

- (b) *Grant/Denial.* Grant or denial of applications for a vape shop licenses shall follow the process provided for businesses licenses. No license shall be issued or renewed if any of the following are true:

- (1) An applicant is not at least 21 years of age.
- (2) The applicant's verified sales report shows that it operated a specialty vape shop during any consecutive three-month period in the prior year, if the applicant is not permitted to operate a specialty vape shops as provided in subsection (3) below.
- (3) An applicant's intent is to operate a specialty vape shop, unless such applicant demonstrates that it operated a specialty vape shop on January 1, 2020, and has consistently operated a specialty vape shop since that time, up to and including the date of application. In such case, the license shall specifically state that the licensee is authorized to operate a specialty vape shop under the terms and conditions of this division.
- (4) An applicant is not the owner of the premises for which the license is held or the holder of the lease thereon for the period covered by the license.
- (5) An applicant has had an application for a license denied under the provisions of this division and has made re-application within one year from the final date of such denial. For purposes of this provision, the final date of a denial of license shall be the date of written notice of such denial if the denial is not appealed; or, if the denial is appealed, the date of written notice of denial of the appeal.
- (6) An applicant has had a license revoked under the provisions of this division within three years from the date of application. For purposes of this provision, the final date of a revocation of license shall be the date of written notice of such revocation

if the revocation is not appealed; or, if the revocation is appealed, the date of written notice of denial of the appeal.

- (7) An applicant seeks a license to operate a vape shop at a location where the County has suspended or revoked a vape shop license in the previous 36 months; and
 - (A) The applicant worked at that shop when the license was revoked or suspended; or
 - (B) The applicant is related (by blood or marriage within the 5th degree) to the person holding the revoked or suspended license at the location in question.
- (8) A proposed business fails to comply with the minimum distance limits set forth in this division.
- (9) An applicant fails to pay required fees.
- (10) An applicant refuses to respond to requests for information, or provides untruthful or substantially inaccurate information, upon request by the Department of Planning and Development.

Sec. 30-366. - Sale or possession for sale of alternative nicotine products or vapor products without license or beyond boundaries of premises covered by license.

Except as provided in Section 30-364(b), it shall be unlawful for any person to sell, distribute, or possess for the purpose of sale any alternative nicotine product and/or vapor product if the person is not authorized by a vape shop license granted by Dawson County.

Sec. 30-367. – Restrictions on sale and display.

- (a) No licensee or other person may sell or permit to be sold any alternative nicotine product and/or vapor product to any person who is under 19 years of age, either directly or indirectly.
- (b) No licensee or other person may operate a specialty vape shop, unless under a license specifically authorizing such operation, as provided in Section 30-365(b).
- (c) Each vape shop shall maintain its entire inventory of alternative nicotine product and/or vapor product and any additional line of devices in a screened area. It shall be unlawful for a person to allow any item of alternative nicotine product or vapor product to be in view of the public, except during actual sales transactions of such items.
- (d) No licensee or other person may sell any vape juice that contains any chemical, substance, drug, or other harmful additive other than pharmaceutical grade vegetable glycerin, propylene glycol, nicotine, food-grade flavoring, and water.
- (e) All vape shops shall prominently post a sign on any premises where vape juice is sold stating that the only chemicals authorized to be used in such vape juice are pharmaceutical grade vegetable glycerin, propylene glycol, nicotine, food-grade flavoring, and water.
- (f) All vape shops shall prominently post a sign on any premises where alternative nicotine products and/or vapor products are sold explaining how to safely use e-batteries for alternative nicotine product and/or vapor products.

- (g) Any mixing or preparing vape juice on the premises of any building or establishment that offers alternative nicotine products and/or vapor products for retail sales to consumers shall be done strictly in compliance with FDA regulations and applicable permits.

Sec. 30-368. – Location and minimum distance

No license shall be issued under this division for the sale of alternative nicotine products and/or vapor products if the intended premises is within 300 feet of any church building, or on any property owned or leased to a church, or in or within 600 feet of any school building, educational building, school grounds, or college campus, or on any property owned or leased to a public or private school or school board for elementary or secondary education. Provided, however, that any premises that sells alternative nicotine products and/or vapor products as of January 1, 2020 and that is located within such restricted proximity may continue to sell such products in such premises, provided that said license holder remains in compliance with all other provisions of this division and the use of the premises to sell alternative nicotine products and/or vapor products remains ongoing and continuous, and provided further that no license renewal application is denied for violating this section if at the time of the original license application the location was in compliance with this section. If the sale of alternative nicotine products and/or vapor products is discontinued, the grandfathering entitlement under this paragraph shall be forfeited.

Sec. 30-369. - Reporting; suspension or revocation of license.

- (a) Upon receipt of a written request from the Director of the County Planning and Development Department or any other officer authorized to enforce the provisions of this ordinance, a vape shop license holder shall provide a verified sales report for the twelve months preceding the date of the request. Such report shall be provided within two weeks of receipt of the request, unless an extension is granted in the discretion of the requesting officer.
- (b) Suspension or revocation of vape shop licenses shall follow the process provided for business licenses (Sections 30-113 through 30-118).
- (c) A vape shop license may be suspended or revoked for any reason stated under Section 30-113, and/or for any the following reasons:
 - (1) A licensee or its agents commit a felony or any crime involving moral turpitude.
 - (2) A license is determined to have been issued due to administrative error, or due to mistake, or in reliance upon any misrepresentation by the applicant or anyone providing information on behalf of the applicant.
 - (3) The licensee’s alcohol license or business license is suspended or revoked for cause.

Sec. 30-370. - Penalties for violation of chapter.

Any person who violates any provision of this chapter, upon conviction, shall be guilty of a misdemeanor and shall be punished by a fine and/or imprisonment in accord with the limits established in O.C.G.A. § 36-1-20 and O.C.G.A. § 15-10-60.

Sec. 30-371—30-387. – Reserved.

Exhibit C

Chapter 34, Article I of the Code of Dawson County, Georgia is amended by adding a new Section 34-5 with the following text:

Sec. 34-5. – Use of alternative nicotine product and/or vapor products

- (a) For purposes of this section, “alternative nicotine product” and “vapor product” shall have the definitions stated in Section 30-363.
- (b) Prohibition
 - (1) It shall be unlawful for any person under the age of 19 to:
 - (A) Purchase or attempt to purchase, or use alternative nicotine products or vapor products; or
 - (B) Possess for personal use any alternative nicotine products or vapor products. This subparagraph shall not apply to possession of such products by a person under the age of 19 when a parent or guardian of such person gives the alternative nicotine products or vapor products to the person, and the possession occurs in the home of the parent or guardian and such parent or guardian is present; provided that the only additive in such products is tobacco or nicotine; or
 - (C) Misrepresent such person's identity or age or use any false identification of the purpose of purchasing or procuring any alternative nicotine products or vapor products.
 - (2) The use of alternative nicotine products or vapor products is prohibited in or within 300 feet of any church building, or on any property owned or leased to a church, other than in designated areas, if any.
 - (3) The use of alternative nicotine products or vapor products is prohibited in or within 600 feet of any school building, educational building, school grounds, or college campus, or on any property owned or leased to a public or private school or school board for elementary or secondary education, other than in designated areas, if any.
 - (4) The use of alternative nicotine products or vapor products is prohibited in the premises of a shop that offers for sale any alternative nicotine product, vapor product or tobacco product unless such premises has an operational dehumidifier and exhaust fan vented to the outside to dispel any smoke or vapor produced by on-premises use.
- (c) Any person who violates any provision of this section, upon conviction, shall be guilty of a misdemeanor and shall be punished by a fine and/or imprisonment in accord with the limits established in O.C.G.A. § 36-1-20 an O.C.G.A. § 15-10-60.

Exhibit D

Chapter 38, Article II, Section 38-44, Subsection (b) of the Code of Dawson County, Georgia is deleted and replaced with the following text:

“No person may use any alternative nicotine product or vapor product (as defined in Section 30-363), including e-cigarettes, on property owned, leased, or operated by Dawson County.”

Ordinance Number: _____

AN ORDINANCE OF THE DAWSON COUNTY BOARD OF COMMISSIONERS TO AMMEND THE ORDINANCE WHICH PROVIDES FOR LICENSING OF VAPE SHOPS, IMPOSE RESTRICTIONS ON OPERATION OF VAPE SHOPS, AND RESTRICT USE OF VAPOR PRODUCTS AND ALTERNATIVE NICOTINE PRODUCTS AROUND SCHOOLS AND CHURCHES; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations;

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to regulate the sale and use of vapor products and alternative nicotine products to the extent consistent with Georgia law; and

WHEREAS, the Dawson County Board of Commissioners has determined to adopt an ordinance regulating these matters;

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of Dawson County, Georgia, as follows:

SECTION 1.

Chapter 30, Article II Section 30-363(e) of the Code of Dawson County, Georgia is amended as shown in Exhibit A hereto.

SECTION 2.

Chapter 30, Article II, Section 30-367(a) of the Code of Dawson County, Georgia is amended as shown in Exhibit B hereto.

SECTION 3.

Chapter 34, Article I, Section 34-5 (b.1.A and B) of the Code of Dawson County, Georgia is amended as shown in Exhibit C hereto.

SECTION 4.

Chapter 34, Article I, Section 34-5(c) of the Code of Dawson County, Georgia is amended as shown in Exhibit D hereto.

SECTION 5.

If any section, provision or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this Ordinance as applied to any particular

situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this Ordinance would have been adopted had such invalid portion not been included herein.

SECTION 5.

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective on the 6 day of May, 2021, the public good demanding the same.

SO ORDAINED this 6 day of 2021.

Dawson County Board of Commissioners



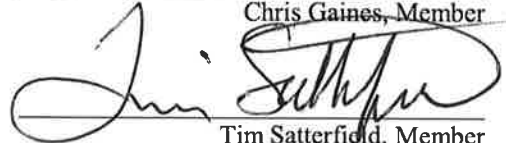
Billy Thurmond, Chairman



Sharon Fausett, Member



Chris Gaines, Member



Tim Satterfield, Member



Emory Dooley, Member

Exhibit A

Chapter 6, Article II, Section 30-363(e) of the Code of Dawson County, Georgia is amended as follows:

- e. "Vapor product" means any noncombustible product containing nicotine that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor or aerosol from nicotine or other substances in a solution or other form. Such term shall include, but shall not be limited to, any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor or aerosol cartridge or other container of nicotine or other substance in a solution or other form, including, but not limited to, a device component, part, or accessory of the device, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Such term shall not include any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

Exhibit B

Chapter 30, Article II, Section 30-367(a) of the Code of Dawson County, Georgia is amended as follows:

Sec. 30-367. - Restrictions on sale and display.

- (a) No licensee or other person may sell or permit to be sold any alternative nicotine product and/or vapor product to any person who is under 21 years of age, either directly or indirectly.

Exhibit C

Chapter 34, Article I, Section 34-5 (b.1.A and B) of the Code of Dawson County, Georgia is amended as follows:

Sec. 34-5. - Use of alternative nicotine product and/or vapor products

(b) Prohibition

1. It shall be unlawful for any person under the age of 21 to:
 - A. Purchase or attempt to purchase, or use alternative nicotine products or vapor products; or
 - B. Possess for personal use any alternative nicotine products or vapor products. This subparagraph shall not apply to possession of such products by a person under the age of 21 when a parent or guardian of such person gives the alternative nicotine products or vapor products to the person, and the possession occurs in the home of the parent or guardian and such parent or guardian is present; provided that the only additive in such products is tobacco or nicotine; or

Exhibit D

Chapter 34, Article I, Section 34-5(c) of the Code of Dawson County, Georgia is amended as follows:

- (c) Any person who violates any provision of this section, upon conviction, shall be guilty of a misdemeanor and shall be punished by a fine and/or imprisonment in accord with the limits established in O.C.G.A. § 36-1-20, O.C.G.A. § 15-10-60 and O.C.G.A. § 16-12-171.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 4/6/23

Prepared By: Vickie Neikirk

Voting Session:

Presenter: Jim King

Public Hearing: Yes No

Agenda Item Title:

Background Information:

Selection of the site for the EOC/E-911 Center was discussed at the March 2 work session meeting. The item was tabled for further discussion and investigation. Additional review of the potential sites has been conducted and there are pros and cons to both sites. The two sites under consideration are the old Fleet Shop site and the property at Station 2.

Current Information:

A decision needs to be made regarding which site will be used for the Center so the A & E firm (Jericho Design Group) can get started on this project.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
SPLOST VII						

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: VLN

Date: 3/28/23

County Manager Authorization: Vickie Neikirk

Date: 3/28/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: _____

Work Session: April 6, 2023

Prepared By: Troy Leist

Voting Session: April 6, 2023

Presenter: Troy Leist

Public Hearing: Yes _____ No

Agenda Item Title: Update Mutual Aid MOU with Fort Benning, GA

Background Information:

In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a disaster or a multiple-alarm fire.

Current Information:

The Fort Benning Military Garrison is requesting a renewal of their mutual aid MOU. This MOU was last updated in 2020. Reviewing the MOU shows that it is identical to the 2020 update. I am requesting that you approve and sign the MOU.

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: VLN

Date: 3/23/23

County Manager Authorization: Vickie Neikirk

Date: 3/23/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
INSTALLATION DIRECTORATE-TRAINING
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500

MEMORANDUM OF AGREEMENT BETWEEN

U.S. ARMY GARRISON, FORT BENNING, GA

AND

STATE OF GEORGIA COUNTIES
(DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)
IM-W909H3-23-00X-MOA

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties.”)

1. References. See Annex E and Addendum

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher-level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect

improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services, and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb, or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher-level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. Applicability. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. Standardization. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage cooperation between participating agencies in the development of standardized incident action plans for any hazardous,

high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. Reimbursement. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law,

Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEB) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division-
Garrison RMO IMBE-RM
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. Insurance. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

e. Waivers. Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. Immunity. All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub- divisions/ agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. Dispute Resolution. Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations

reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third-party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

h. Public Information Releases. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a. Immediate Response. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See also 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

- 1) There is a request from civil authorities for assistance with imminently serious conditions.
- 2) Time does not permit approval from higher headquarters.
- 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. Pre-Coordinated Agreements. Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

- 1) Memorandums of Agreement.
- 2) Intergovernmental Support Agreements.

3) Leases.

4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E- 911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation

crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies', services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two (2) years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed and updated every two years by the parties, in accordance with Army Regulation 420-1.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any

liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Effective Date and Parties. This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this **DD** day of **MM YYYY**, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

Staffing and Coordination.

Dawson County Clerk

POC: Kristen Cloud
kcloud@dawsoncountyga.gov
25 Justice Way, Suite 2235
Dawson County, GA 30534
(706) 344-3501

Dawson County Sheriff

POC: Sheriff Jeff Johnson
johnson@dawsoncountysheriff.org
Enforcement Center
19 Tucker Ave.
Dawson County, GA 30534
(706) 344-3535, ext.20051

Fannin County Sheriff Office

POC: Sheriff Dane Kirby
dkirby@fannincountyga.org
645 W. First Street,
Blue Ridge, GA 30513
(706) 632-2044

Fannin County Fire

Fire Chief: Larry Thomas
lthomas@fannincountyga.org Law
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

Dawson County Fire

POC: Fire Chief/EMA Director
tleist@dawsoncountyga.gov
393 Memory Lane
Dawson County, GA 30534
(706) 344-3500 ext.44504
Troy Leist

Fannin County EMA

POC: Robert Graham
rgraham@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

Fannin County Commissioner

POC: Chairman Jamie Hensley
jhensley@fannincountyga.org
(706) 632-2203

Gilmer County Sheriff

POC: Stacy L. Nicholson
sheriffnicholson@ellijay.com
1 Broad Street, suite 103,
Ellijay, GA 30513
(706) 635-4162

Hall County Commissioner

POC: Chairman Richard Higgins
rhiggins@hallcounty.org
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

Hall County EMA Director

POC: Zach Brackett
zbrackett@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-3132

Gilmer County Commissioner

POC: Chairman Charlie Paris
cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

Gilmer Public Safety Director

POC: Keith Kucera
kkucera@gilmercounty-ga.gov
325 Howard Simmons Road
Ellijay, GA 30540
(706) 635-1333

Gilmer County Fire

POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Lumpkin County Sheriff

POC: Sheriff Stacy M. Jarrard
stacy.jarrard@lumpkincounty.gov
385 East Main Street
Dahlonega, GA 30533
(706) 482-2623

Lumpkin County Fire

POC: David Wimpy
david.wimpy@lumpkincounty.gov
57 Pinetree Way
Dahlonega, GA 30533
(706) 864-3030

Union County Commissioner

POC: Chairman Lamar Paris
commissioner@uniongov.com
65 Courthouse Street, Suite 1
Blairsville, GA 30512
(706) 439-6000

Hall County Sheriff

POC: Sheriff Gerald Couch
sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

Lumpkin County Commissioner

Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

White County Public Safety Director

POC: David Murphy
dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff Training and Certification

POC: Daren Welborn
dwelborn@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

Union County Sheriff

POC: Sheriff Mack Mason
sheriffmason@unioncountysoga.org
378 Beasley Street
Blairsville, GA 30512
(706) 439-6066

White County Commissioner POC:

POC: Chairman Travis Turner
travis.turner@whitecounty.net
1235 Helen Way
Cleveland, GA 30528
(706) 865-2235

White County Fire

POC: Chief Michael LeFevre
mlefevre@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff

POC: Rick Kelly
rkelly@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

1. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Colin P. Mahle
Commander
U.S. Army Garrison,
Fort Benning, GA

(Date)

LTC Christopher Green
Commander 5th RTB
Dahlonaga, GA

(Date)

Billy Thurmond, Chairman
Dawson County, GA

(Date)

Troy Leist, Fire Chief/EMA Director
Dawson County, GA

(Date)

Kristen Cloud, Clerk
Dawson County, GA

(Date)

Sheriff Jeff Johnson
Sheriff, Dawson County, GA

(Date)

Robert Graham, EMA Director
Fannin County, GA

(Date)

Larry Thomas,
Fire Chief/Deputy
Fannin County, GA

(Date)

Sheriff Dane Kirby
Sheriff
Fannin County, GA

(Date)

Stan Helton, Chairman
Fannin Board of Commissioners
Fannin County, GA

(Date)

Charlie Paris, Chairman
Gilmer Board of Commissioners
Director Ellijay, GA

(Date)

Keith Kucera
Gilmer County, Public Safety
Ellijay, GA

(Date)

Daniel Kauffman, Fire Chief
Gilmer County, GA

(Date)

Sheriff Stacy L. Nicholson
Sheriff, Gilmer County, GA

(Date)

Casey Ramsey, EMA Director
Hall County, GA

(Date)

Chris Armstrong, Fire Chief
Hall County, GA

(Date)

Richard Higgins, Chairman
Hall County Board of Commissioners
Hall County, GA

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

Sheriff Gerald Couch
Sheriff, Hall County, GA

(Date)

Fire Chief David Wimpy
Lumpkin County EMA Director

(Date)

Sheriff Stacy M. Jarrard
Lumpkin County, Commission, GA
Lumpkin County, GA

(Date)

Fire Chief R. David Dyer
Union, County, GA

(Date)

Lamar Paris, Sole Commissioner
Union County, GA

(Date)

Travis Turner, Chairman
Board of Commissioners
White County, GA

(Date)

Sheriff Mack Mason
Sheriff, Union County, GA

(Date)

David Murphy, Public Safety Director
White County, GA

(Date)

Michael LeFevre, Division Fire Chief
White County, GA

(Date)

Rick Kelly, Sheriff
White County, GA

(Date)

Mike Renshaw, County Manager
White County, GA

(Date)

**ANNEX A
(Notification Procedures)**

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact below procedures for requesting assistance as listed

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022 (706) 632-8984
Fort Benning Military Installation	E-911 Center MP Desk	(706) 545-2222 (706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162 (706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

**ANNEX B
(Interoperable Communications)**

1. Incident Commanders will designate a Communications Officer who will be responsible for ensuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.

2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.

3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C (Fire Resources and Coordination)

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
2. Structural Fire Suppression/Aerial Response
 - a. Breathing apparatus resupply
 - b. Mobile water resupply
3. Aircraft Crash Rescue/Fire Suppression Response
4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
5. Ambulance Emergency Medical Services Response
 - a. Emergency Medical Services Paramedic Level
6. Technical Rescue Response
 - a. Structural Collapse
 - b. Trench Collapse Rescue
 - c. Vehicle/Machinery Rescue
 - d. Confined Space Rescue
 - e. High/Low Angle Rescue
 - f. Water Rescue Response
 - 1) Shore Water Rescue

2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

8. Weapons of Mass Destruction Responses

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

ANNEX D

(Police/Security Resources and Coordination)

1. Law Enforcement Equipment: DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See also 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident.

Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See *a/so* DoDD 5200.31E, paragraph 4.f.

b. Transportation of apprehended suspects and prisoners - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. Information Sharing Concerning Service Members - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. Sharing Law Enforcement Reports - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

e. Military Police Reporting Procedures -

1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.

2) MP Desk will immediately make a journal entry of the report received.

3) Upon receipt of the written police report, the MP Desk will make a blotter report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need

to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

ANNEX E
(References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property
2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities
3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies
4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements
5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property
6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus
7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation
8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
10. DoDI 6055.06, DoD Fire and Emergency Services Program
11. DoDI 6055.17, DoD Emergency Management (EM) Program
12. DoDI 7000.14R, Financial Management Regulations
13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
15. DoDD 4500.09E, Transportation and Traffic Management
16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code
18. Army Regulation (AR) 5-9, Installation Agreements
19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting
21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
22. AR 525-27, Army Emergency Management Program
23. AR 700-131, Loan, Lease, and Donation of Army Materiel
24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ADDENDUM

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8-mile radius to include Porter Village of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions: The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

1) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the

responding organization is needed within the area for which it normally provides fire protection.

2) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

3) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

4) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encountered by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include one individual with the Department of Defense Certification of Fire Officer 1.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.

h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin County Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.

j. This agreement shall become effective upon the date hereof and remain in full force

and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days' notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

DAVID WIMPY
EMA, EMS Director/Fire Chief
Lumpkin County Fire Department
Dahlonega, GA

(Date)

COL COLIN P. MAHLE
Commander
U.S. Army Garrison
Fort Benning, GA

(Date)

TIMOTHY SEIGAL
Fire Chief
Fort Benning Fire Department
Fort Benning, GA

(Date)

KEVIN CLARKE JR.
Director
Fort Benning, Directorate of Emergency Services
Fort Benning GA

(Date)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: _____

Work Session: April 6, 2023

Prepared By: Troy Leist

Voting Session: April 6, 2023

Presenter: Troy Leist

Public Hearing: Yes _____ No X

Agenda Item Title: Donation of Surplus Equipment to the Country of Peru Fire Service

Background Information:

The country of Peru fire service is a mostly all-volunteer organization. They are responsible for providing emergency services to 30 million people out of 259 fire stations. Their annual budget is roughly \$13.5 million, which must pay for fuel, vehicle and station maintenance, and all other needs. They have very little money for equipment and are reliant on donations from where ever they can get them.

Current Information:

Dawson County Emergency Services has surplus equipment that is expired and unserviceable for use in the United States. We have 15 turnout coats, 15 turnout pants, 25 ISI breathing apparatus, 50 ISI SCBA bottles, and some miscellaneous rubber boots and gloves. A local company has agreed to donate the required packing and pelleting, and a liaison will pay for the shipping cost. I am requesting permission to donate this surplus equipment to the men and women of the Peru fire service.

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: VLN

Date: 3/23/23

County Manager Authorization: Vickie Neikirk

Date: 3/23/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: _____

Work Session: April 6, 2023

Prepared By: Troy Leist

Voting Session: April 6, 2023

Presenter: Troy Leist

Public Hearing: Yes _____ No

Agenda Item Title: Home Depot Foundation Grant Information

Background Information:

Our local Home Depot store applied for a grant through their Home Depot Foundation. The foundation approved their grant and Station 1 is the benefactor. Home Depot and their foundation volunteers will be remodeling the Admin. bathrooms, installing new flooring, painting, and doing some landscaping. This was not a grant that we applied for; this was a grant that our local store applied for through their foundation and we are the benefactors. Total grant amount is \$15,746. The project date is tentatively April 22, 2023.

Current Information:

We want to inform the Commissioners about the grant and make sure they are on board with accepting this generous project donation.

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: VLN

Date: 3/27/23

County Manager Authorization: Vickie Neikirk

Date: 3/27/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **PUBLIC WORKS**

Work Session: April 6, 2023

Prepared By: **ROBERT W. DREWRY, PUBLIC WORKS DIRECTOR**

Voting Session: April 6, 2023

Presenter: **ROBERT W. DREWRY**

Public Hearing: Yes _____ No X

Agenda Item Title: Request Board confirmation to proceed with soliciting bids for SPLOST road and culvert replacement projects.

Background Information:

Public Works has identified several roads that are in desperate need of a full depth reclamation in order to preserve the integrity of the existing road bed. The FDR process consists of the in-place pulverization of the existing roadway and base, applying and uniformly mixing in Portland cement and water, compacting with rollers, and shaping with motor graders. Once the base layer has cured, it is ready for a new asphalt surface course.

Current Information:

Staff is preparing specifications and quantities to solicit bids for the full depth reclamation of Kelly Bridge Road from Cowart Road to the county line, Goodson Road from Dawson Forest Road to the county line, and War Hill Park Road from State Route 53 to Liberty Church Road to include several culvert replacements on Kelly Bridge Road and Goodson Road. Also includes a culvert replacement on Indian Cove Road. Staff is seeking Board confirmation to proceed with solicitation. Staff anticipates using SPLOST funding for this work.

Currently, funds are available in both SPLOST VI AND SPLOST VII as shown below.

Once bids are opened and costs are known, staff will come back to the Board for formal approval.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401	\$2,500,000			
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325	4220	541401	\$1,500,000			
325	4220	541400	\$1,200,000			

Recommendation/Motion: Board confirmation to proceed with soliciting bids for SPLOST road and culvert replacement projects as described.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: VLN

Date: 3/20/23

County Manager Authorization: Vickie Neikirk

Date: 3/20/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **PUBLIC WORKS**

Work Session: April 6, 2023

Prepared By: **ROBERT W. DREWRY, PUBLIC WORKS DIRECTOR**

Voting Session: April 6, 2023

Presenter: **ROBERT W. DREWRY**

Public Hearing: Yes _____ No X

Agenda Item Title: Board consideration for the donation of required right of way and permanent easement area to the Georgia Department of Transportation for its Shoal Creek Road bridge replacement project.

Background Information:

The Georgia Department of Transportation (“GDOT”) intends to replace the Shoal Creek Road bridge (crossing Shoal Creek), PI#0008759. GDOT is in the process of obtaining the required right of way and easements for construction. Dawson County owns 75.82 acres of property (Tax parcel 082 006 001) that has frontage on Shoal Creek Road at the bridge within GDOT’s construction project area.

Current Information:

GDOT has determined that its project will require 0.122 acres of right-of-way and 0.071 acres of permanent easement from the County. GDOT is asking the County to execute the Option of Right of Way regarding the County’s agreement to convey the necessary property interests. The documents have been reviewed by the County Attorney and recommended for approval.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
N/A						

Recommendation/Motion: Move for the County to donate 0.122 acres of required right-of-way and 0.071 acres of permanent easement area to Georgia Department of Transportation for the CR 224/Shoal Creek Road bridge replacement project and authorize the Chairman to execute all documents necessary to complete said property transfer.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: VLN

Date: 3/28/23

County Manager Authorization: Vickie Neikirk

Date: 3/28/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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Right of Way Acknowledgement Form

Date

PI# 0008759 COUNTY Dawson PARCEL 1

OWNER NAME/BUSINESS: Dawson County, Georgia

PROPERTY ADDRESS: Burt Creek Rd, Dawsonville, GA 30534

MAILING ADDRESS: 60 Transportation Ln, Dawsonville, GA 30534

I, the above named, do hereby certify that I have this date received a copy of GDOT offer package containing the following:

I, the above named, do hereby certify that I have this date received a copy of the State of Georgia's Brochure "**What Happens If Your Property is Needed for a Transportation Facility**".

Right of Way Plans/Cross-sections and Driveway Profile detailed below:

Right of Way plans, dated: 11/17/2021, Last revised: 2/21/2023

Roadway cross-section plans dated: 2/27/23

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

Driveway profiles (if applicable) dated: 2/27/23

(Negotiator to initial and date bottom right corner of plans on date given to property owner.)

- GDOT Official Offer Letter
- Summary Statement Basis for Just and Adequate Compensation
- Market Data Information
- Availability of Incidental Payments: Claim Form
- Option for Right of Way with Plans attached

I (We) also acknowledge that the Right of Way Specialist, representing the Department, has satisfactorily explained the above documents to me (us).

(SIGNATURE)

GDOT REPRESENTATIVE: Rogelio Carpio PHONE #: 678-780-7248 EMAIL: RCarpio@dot.ga.gov



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

February 27, 2023

Dawson County, Georgia
60 Transportation Ln
Dawsonville, GA 30534

RE: Project No.: CSBRG-0008-00(759)
PARCEL: 1

COUNTY: Dawson
P.I. No.: 0008759

Dear Dawson County official:

The Department is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, **0.122 acres (5,348.08 SF)** of your property in fee, and **0.071 acres (3,083.89 SF)** of permanent easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased, and damages to the remainder, if any, to be **\$2,000**. The attached form, entitled "Summary Statement Basis for Just and Adequate Compensation", separates certain elements comprising the above listed value.

Our Right of Way Specialist, Rogelio Carpio located at 1475 Jesse Jewell Pkwy, Gainesville, GA 30501, Email: RCarpio@dot.ga.gov, Phone: (678) 780-7248, representing the Department, is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. They will also provide you with a brochure, which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the enclosed "Option for Right of Way" and returning it to the Right of Way Specialist, it will be promptly submitted for closing and payment.

Sincerely,

Kelvin Mullins
District Engineer

Megan Dills *Rogelio Carpio*
District R/W Team Manager

Attachment(s)



Summary Statement Basis For Just and Adequate Compensation

1. PROJECT #: 0008759	County: Dawson	Parcel: 1
2. OWNER NAME/MAILING ADDRESS:	60 Transportation Ln, Dawsonville, GA 30534	
3. PROPERTY ADDRESS: Burt Creek Rd, Dawsonville, GA 30534		
4. FAIR MARKET VALUE (see attached Market Data Information):		

Right of Way: <u>5,348.08</u> SF X \$0.25 /SF =	\$1,338
Permanent Easement: <u>3,083.89</u> SF X \$0.25 /SF X 70% =	\$540
Temporary Easement: <u>0</u> AC/SF X \$ <u>0</u> AC/SF X <u>0</u> % =	\$0
Estimated Value of Improvement(s):	\$0
Cost to Cure:	\$0
Damage to Trade Fixtures:	\$0
Estimated Value of all consequential or severance damages:	\$0
Estimated Value of REMAINDER:	\$ 0

TOTAL ESTIMATED FAIR MARKET VALUE: Without the Remainder	\$ 2,000
Including the Remainder	\$ 2,000

(This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

5. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
Dawson County, Georgia	100%	\$2,000
Total Estimated Fair Market Value:		\$2,000 (rounded)

6. If you wish to retain and remove the items listed in the Special/Other Provision section on the Option for Right of Way GDOT will:

(a) Deduct at Closing \$ _____ (Retention Value)

(b) Deduct at Closing \$ _____ (Performance Bond)

Total Withheld at Closing \$ _____

You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: 2/27/2023 PREPARED BY: Rogelio Casquís
Staff Negotiator



Market Data/Comps Used

Land Sales	
Address	Deed Book & Page
Padgett Road, Dawsonville, GA	Book: 1574; Page: 590
385 Odum Chumbley Road, Dawsonville, GA	Book: 1496; Page: 26
Cowart Road, north of Kelly Bridge, Dawsonville, GA	Book: 1599; Page: 348
SE Crn Davis Chapel Rd & Hwy 52 W, Dahlonega, GA	Book: 1552; Page: 729



Availability of Incidental Payments: Claim Form

			PROJECT #	CSBRG-0008-00(759)	
PI#	0008759	COUNTY	Dawson		PARCEL 1
OWNER NAME/MAILING ADDRESS		Dawson County, GA, 60 Transportation Ln, Dawsonville, GA, 30534			DATE:
PHONE #:		SOCIAL SECURITY # OR FEI# <small>(include SSN for each property owner)</small>			
PROPERTY ADDRESS:		Burt Creek Rd, Dawsonville, GA 30534			

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Georgia Department of Transportation purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be your responsibility to provide to the Department of Transportation copies of your paid receipt(s) as described in Property Tax Payments section below.

1. Property Tax Payments are handled as follows:

- A. **For Total Acquisition of your property (by GDOT)**, a deduction for your pro-rata share of the taxes will be withheld at closing. Then, upon your receipt of your property tax bill for the current year of acquisition, you should immediately forward the property tax bill to the Department (at the address below) along with this letter for the Department’s proper payment to the tax authority.
- B. **For Partial Acquisition of your property (by GDOT)**, the Department will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Department. In order to apply for this reimbursement, you will need to send a copy of your paid tax bill receipt to the Department, along with this letter and a completed W9 to the address below.

Mr. John Greenwood
Georgia Department of Transportation
Office of Rights of Way, 14th Floor – Relocation Unit
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

2. Survey Work Reimbursement is handled as follows:

You may be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Please note that it is your responsibility to obtain pre-approval from your assigned Right of Way Agent and to confirm construction completion prior to going forward with affected pin replacement. Your assigned Right of Way Agent for survey incidental benefits is:

Right of Way Agent: _____ Rogelio Carpio _____
Phone: _____ 678-780-7248 _____
Email:
 _____ RCarpio@dot.ga.gov _____

- (1) Contact your Right of Way Agent before proceeding with survey; send estimate and obtain pre-approval.
- (2) Your Right of Way Agent will need this completed claim form, approved survey estimate, and paid receipt in order to submit claim to the Right of Way General Office for reimbursement.

Survey Pre-Approval: For Department Use Only
 Survey Estimate Amt: \$ _____ Date of Estimate: _____ Survey Reimbursement Amt Approved: _____
 Pre-approved Signature (for Reimbursement): _____, GDOT Right of Way Project Manager

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and the attached W9 is required. You must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,

Kevin York
Right of Way Administrator



Option for Right of Way

GEORGIA, Dawson

COUNTY

PI#: 0008759

PARCEL: 1

Received of Georgia Department of Transportation, the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, and in consideration thereof, and in consideration of the benefits derived by me from the proposed project mentioned herein, I bind myself, my heirs, executors and assigns as follows:

If the said Department of Transportation, shall within 60 days after date hereof pay me the sum of **\$2,000** when the undersigned agrees to execute and deliver to the Department of Transportation fee simple title and easements to the land owned by the undersigned, which is shown reflected in color on the right of way map attached hereto and made a part hereof by reference, to be used for highway purposes on the **Bridge Replacement CR 224 / Shoal Creek Road Over Shoal Creek** being Parcel **1** consisting of **0.122 acres (5,348.08 SF)** in fee and **0.071 acres (3,083.89 SF)** of permanent easement and **0.0** Linear Feet of Access Rights on Georgia Highway Project Identification Number **CSBRG-0008-00(759)**.

It is agreed and understood that all TEMPORARY EASEMENTS are limited to the period required for the construction of said project and upon completion and acceptance of same by the Department of Transportation from the contractor, said TEMPORARY EASEMENT will terminate.

It is agreed and understood that I, or any tenant now in possession or any other persons having a claim or interest in subject property, will have not less than two (2) months from date of execution of a deed and easements or for residential properties three (3) months from the date replacement housing is available, whichever is greater to vacate the premises and that on vacating of said premises, only items of personal property will be removed, all items attached to the property and being classed as realty to remain. The above agreement to apply unless otherwise provided in Special Provision. If the Department of Transportation agrees to allow the Grantor or tenant in possession to occupy the subject premises beyond the two-month period stated above, the person will be required to pay a rental fee of \$N/A, payable each month in advance. Subsequent to the date of transfer of title to the Department of Transportation and prior to vacation of subject premises, the person in possession will hold the Department harmless as to any claim in connection with the occupancy of said premises. The above option price includes payment for the right of way above described, together with all improvements wholly or partially situated thereon and the right to enter upon the adjacent lands not included in said required Right of Way and Easements for the purpose of removing or demolishing such improvements.

The undersigned further agrees that the Department will be designated an authorized agent for the removal of underground storage tank systems located wholly or partially in said right of way or easement.

SPECIAL PROVISIONS (Realty Items ONLY)

Grantor may retain title to N/A for sum of \$ N/A (**40% of improvement value**) which shall be deducted from the option price at the time of closing; PROVIDED, he will obligate and firmly bind himself and his successors in title to strictly and faithfully comply with each of the following conditions:

1. Grantor will demolish or remove the above described improvements from the right of way, easements and set back area and clear said right of way, easements and set back area from the right of way sufficient to comply with County Building Code requirements; however, in the absence of County requirements, a minimum set back of 50 feet is required. All rubbish and debris must be removed to the satisfactions of authorized personnel of the Department of Transportation within 30 calendar days after notice to proceed.
2. Grantor will comply with all laws, ordinances, and regulations of building codes applicable to demolition or removal of buildings in Georgia and hold the Department of Transportation and the county of Dawson harmless as to any claim in connection therewith.
3. It is understood and agreed that no utility connections shall be made or allowed to relocated structures across or from a limited access right of way, and it is understood and agreed that grantor has agreed to bargain, sell and convey to the Department of Transportation all existing utility rights, and the Department will not be liable in any way for utility reconnections adjacent to acquired rights of way or any subsequent location of improvements.
4. Grantor will leave on deposit with the Department of Transportation the additional sum of \$ N/A (**20% of improvement value**) which will be deducted from the aforesaid option price at closing. This sum will be held as a cash performance bond conditioned on the strict and faithful performance of the aforesaid obligations.

Time is expressly made of the essence of this Special Provision, and in the event, grantor fails to comply with aforesaid obligations, all sums held by the Department of Transportation shall be retained as liquidated damages, and title to and the right to remove said structure shall vest in the Department of Transportation. **I (We) do (do not) elect to retain improvements as set out in this Special Provision.**

OTHER PROVISIONS (Non-realty Items - Cost to Cure and Trade Fixtures)

This Offer includes a Cost to Cure payment of \$0. If the Cost to Cure compensates for: 1) replacement of necessity (well or septic) or 2) removal of items from the acquisition, then a Performance Bond of \$ N/A (**20% per item**) will be withheld. This amount will be returned upon satisfactory replacement or removal of N/A.

This Offer includes a Trade Fixture payment of \$ N/A for certain non-realty items located in the acquisition. If I wish to relocate any of these items (yes or no), a Performance Bond of \$ N/A (**20% per item**) will be withheld. This amount will be returned upon satisfactory removal of Trade Fixture.

I, the undersigned, understand that I will have no current nor future "property interests" in any median-cut constructed on this project. That this, or any other median-cut, may be closed, relocated, or otherwise modified before, during or after the initial installation. This paragraph is not applicable unless median-cut construction pertains to this project.

The undersigned herein agrees for the same consideration, to provide, without cost to the Department of Transportation, a quit claim deed or such other releases as may be required by the closing attorney from any tenant now in possession of subject property and any other parties having a claim or interest in subject property.

It is further agreed for said consideration to convey and relinquish to the Department of Transportation all rights of access between the Limited Access Highway and approaches thereto on the above numbered Highway and all of the remaining real property of the undersigned except at such points as designated by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

The said parcel of land as above indicated is shown upon plans on file in the office of the Department of Transportation, Atlanta, Georgia, and said plans being identified as Project Identification Number CSBRG-0008-00(759).

Grantor may execute and deliver fee simple title to the Department of Transportation to the above referenced right of way and an additional N/A acres of land owned by the undersigned adjacent to and abutting on the above numbered highway for the total consideration of \$ N/A which includes payment for the above referenced right of way requirements, other rights and conditions described herein and additional lands. This additional land is shown on the attached plat as the remainder of Parcel No. N/A.

I (We) do (do not) elect to execute and deliver Parcel R deed.

Witness my hand and seal this _____ day of _____, 20_____.

(L.S.)

(L.S.)

Signed, Sealed and Delivered
in the presence of:

Notary Public

ACCEPTED: DEPARTMENT OF TRANSPORTATION

BY: _____ (DATE)

TITLE: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Work Session: April 6, 2023

Voting Session: April 6, 2023

Department: **Planning & Development**

Prepared By: Sharon O. Farrell, Director

Presenter: Sharon O. Farrell

Public Hearing: Yes No

Agenda Item Title: Comprehensive Plan Update - Transportation Element

Background Information:

Comprehensive Plan Update: Transportation Plan Element

Staff is requesting funding to utilize the county's transportation consultant **KCI** to update the Dawson County Transportation Element with recommendations that align with the requirements of the Rules of the Georgia Department of Community Affairs, Chapter 110-12-1, Standards and Procedures for Local Comprehensive Planning. Emphasis will be placed on aligning these elements with the economically sound land use patterns, existing infrastructure, preservation of capacity on scenic corridors.

Current Information:

The update to the Dawson County Comprehensive Plan is due on October 31, 2023.

Ross+Associates is completing the Capital Improvement Element.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	
					68,000.00	

Recommendation/Motion: Approval to authorize the county manager to expend funds under current contract #385-21.

Department Head Authorization: Sharon O. Farrell

Date: **03/23/23**

Finance Dept. Authorization: VLN

Date: 3/27/23

County Manager Authorization: Vickie Neikirk

Date: 3/27/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Task Order Scope document attached.

From: [Will Hager](#)
To: [Sharon Farrell](#)
Cc: [Andrew Antweiler](#)
Subject: Dawson County Comp Plan Transportation Update
Date: Wednesday, March 1, 2023 1:33:51 PM
Attachments: [image001.png](#)
[image002.png](#)

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Good afternoon, Sharon. Andrew and I have revisited the proposed scope of work to address the transportation update for your comprehensive plan. Please see these scoping items listed below.

Dawson County Comp Plan Transportation Component Update

Task 1: Project Mgmt.

Client coordination

Task 2: Research & Data Collection

Review current comprehensive plan
Review GMRC & State of GA requirements for comp plans
Collect census data from available sources
Collect AADT and map/table to present
Supplemental AADT counts
Summarize crash data (from GDOT Numetrics)
Bridge ownership and maintenance discussion

Task 3: Public Engagement

Social Pinpoint Project Setup and Admin
Steering Committees (3 Virtual Mtgs)

Task 4: Analysis and Visualization

Demographic charts
Land use maps (current and proposed)
Major thoroughfare plan map (current and proposed)

Task 5: Community Development Strategy Update

Areas Requiring Special Attention
Transportation needs and opportunities
Proposed transportation improvements, prioritization, and cost estimates
Draft transportation report
Final transportation report

We are estimated this effort would cost around \$68,000 if that would assist you with your budgeting. Please let me know if you would like to discuss any of the tasks included above. Thank you and I hope to speak with you soon.

Best,

Will Hager, AICP, LEED Green Associate

Planning Practice Leader



KCI TECHNOLOGIES, INC.

500 11th Ave. N, Suite 290, Nashville, TN 37203

will.hager@kci.com

o: 629.204.5058 | m: 615.330.3563

www.kci.com

RISE TO THE CHALLENGE




Dawson County




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Planning Status

Status	Submittal Type	Next Date
	Comp Plan Update	10/31/2023
	CIE Update	10/31/2023
	Service Delivery Strategy	10/31/2028

 Compliant  Due in less than 120 days  Past Due

Planning Documents

<p>Current Comprehensive Plans</p> <p>Service Delivery Strategy</p>

Data for Planning

<p>Quick Links for Dawson County</p> <p>Quick Facts for Dawson County</p> <p>Detailed Census Information Request</p> <p>American Fact Finder for Dawson County</p> <p>Community Indicators</p> <p>County Snapshot for Dawson County</p>

Other Community Information

<p>Georgia.gov for Dawson County</p> <p>New Georgia Encyclopedia for Dawson County</p> <p>Annexation Reports for Dawson County</p> <p>Georgia's Best Examples for Dawson County</p> <p>Georgia Government Officials</p>

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DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 04.06.2023

Prepared By: Kristi Finley

Voting Session: 04.20.2023

Presenter: Kristi Finley

Public Hearing: Yes No

Agenda Item Title: Request for additional full-time HR Specialist

Background Information:

The HR Department is the smallest staffed County department. Comparable departments that provide services to all County employees include Finance (staff of 7 employees) and I.T. (staff of 7 employees). Employee numbers and programs have grown significantly since 2019 and current staff is stretched thin. According to national statistics regarding staff to employee ratios, our department is currently operating at levels below the minimum standard (5 employees vs. our current staff of 3).

Current Information:

HR department requests one additional full-time HR Specialist. The position would be a non-exempt/hourly position, \$21.86/hr. Specific functions would include assistance with Risk Management services (Workers' Comp./ Property & Liability), Leave (FMLA, Medical, Military, etc.) services, Health and Safety programs and training, the Safety Discount program, and tracking of health benefit services; in addition to other general HR functions, programs and events. Staff members are required to be cross-trained for best practices.

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: VLN

Date: 3/28/23

County Manager Authorization: Vickie Neikirk

Date: 3/28/23

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



Dawson County
Human Resources

**Request for Additional
Staff Member**

2023

Who are we?

We are a dual department covering both Human Resources and Risk Management.

The HR Department has many functions but primarily it is widely viewed as “a resource for humans”. From managing the employee life cycle (i.e., recruiting, hiring, onboarding, training, and separations) and administering employee benefits, to monitoring and improving safety standards, we touch every employee that comes to, resides with, or leaves Dawson County employment. We also assist department leaders, outside agencies, and even citizens with our counsel, guidance, and departmental tools. We are a department that must maintain a laundry-list of daily business functions while providing an even greater amount of customer service and resources to others.

Our HR team is strategic, flexible, innovative, caring, ethical, discrete, and also motivational, but sadly, we are also stretched very thin. All three staff members are continuously working beyond capacity to meet preset deadlines as well as spontaneous requests.

The Employee Lifecycle



Why are we here today?

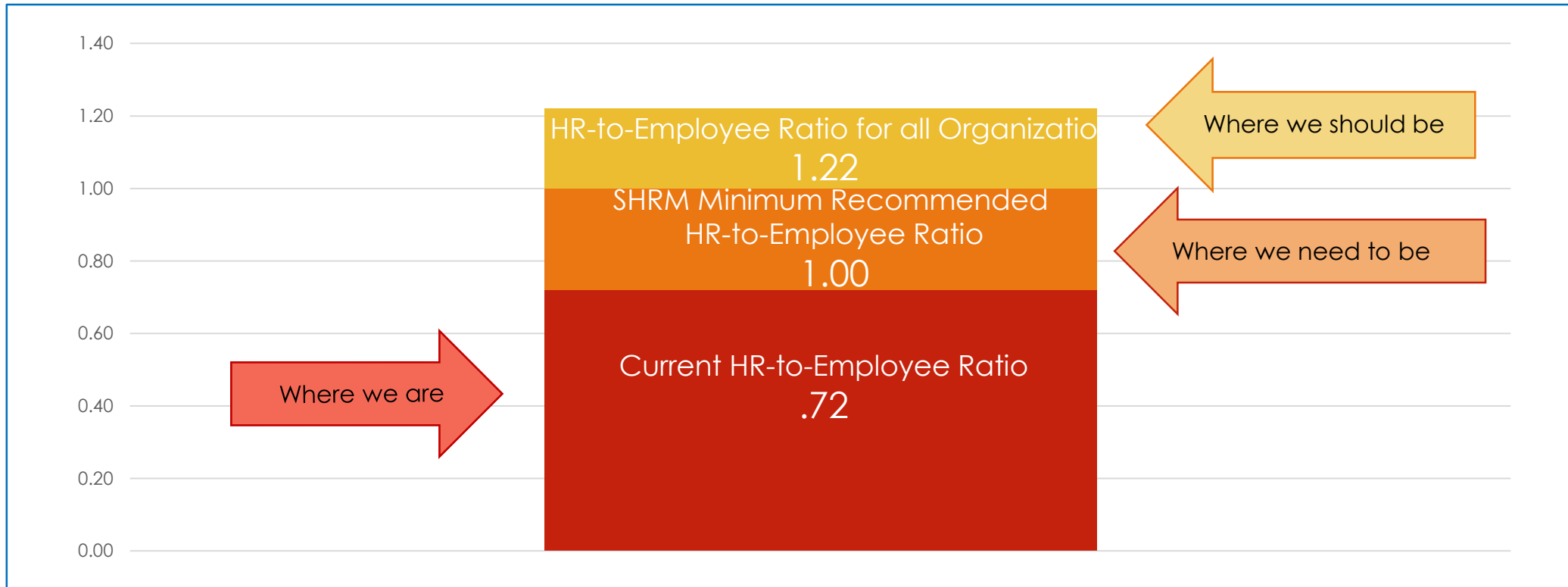
Our availability to progress our programs and resources has been restricted by our department's heavy workloads and crowded schedules. However, we want to do more than just barely maintain, we want to grow with the County to meet the demands and needs of the county departments and staff. We wish to continue to provide effective leadership, create additional training and development programs, expand our safety curriculum, grow our wellness programs, and meet our daily assignments effectively all while providing the best level of customer service to others.

We are here today, to ask for an additional staff member so we may better control and balance our current work load as well as plan productively for the future.

A company's most valuable asset is its employees and our HR Team believes that as well.

- A review of the last 7 years shows that Dawson County has grown exponentially in population and to meet increased service needs, we have expanded and added additional departments within county government. Equally so, we have seen an increase in employee staffing throughout a majority of the departments. HR has experienced this trickle-down effect as well by seeing an ever-increasing demand for internal services and resources while still maintaining the same HR staff count as we had in 2019.
- Dawson County employees currently total:
 - Full Time Employees: 323
 - Part Time Employees: 122
 - Supplementals: 56
 - Vacancies: 97
- The Human Resources department is currently only a department of three (3) staff members and remains the smallest staffed county department.
- Comparable departments that provide services to all county employees include: Finance (staff of 7 employees) and I.T. (staff of 8 employees).

HR-to-Employee Ratio



- Dawson County currently has 419 FTE (Full Time Equivalent) and a current HR Staff of 3 members which results in an HR-to-Employee Ratio of .72
- The recommended Organizational Average HR-to-Employee Ratio is 1.22
- SHRM (Society for Human Resource Management) recommends that the minimum HR-to-Employee Ratio be 1 HR Staff member per every 100 FTE
 - That means on average, the HR staff should have at least 5 employees
 - **At a minimum, our HR Staff should be currently operating with 4+ staff members**

Annual Employee Status	2017	2018	2019	2020	2021	2022	2023
COUNTY ADMINISTRATION	3	3	3	4	4	4	4
EMERGENCY SERVICES (EMA / EMS / FIRE/ Volunteer FF's)	83	84	85	85	92	92	76
FACILITIES	11	11	11	11	11	11	11
FINANCE	7	7	7	7	7	7	7
FLEET	2	2	3	3	3	4	4
HUMAN RESOURCES (HR / Risk Management)	2	2	3	3	3	3	3
INFORMATION TECHNOLOGY (I.T. / GIS / Public Relations)	3	3	4	4	4	6	8
MARSHAL'S OFFICE (Animal Control / Code Enforcement)	2	2	3	3	3	4	4
PARKS & RECREATION	19	20	22	22	22	22	24
PLANNING & DEVELOPMENT (Permits / Zoning/ Stormwater)	9	8	9	9	11	12	12
PUBLIC WORKS (Roads Dept. / Transfer Station)	24	25	27	27	27	26	26
SENIOR SERVICES (Senior Activities / Transit / MOW)	14	15	16	16	16	16	18



- ➡ The HR Department has consistently been the smallest staffed County department.
- ➡ The HR Department has only received one additional staff member in the last seven (7) years.
- ➡ Finance is the only other department that has not received an increase but they maintained with a staff of seven (7).
- ➡ County Administration converted x1FT to X2PT positions (in reception).
- ➡ Facilities did not increase in number but in FTE. In 2021, they converted x2PT positions into x2FT positions.

Position Specifics:

HR department requests one additional full-time HR Specialist. The position would be a non-exempt/hourly position, \$21.86/hr. Specific functions would include assistance with Risk Management services (Workers' Comp./ Property & Liability), Leave (FMLA, Medical, Military, etc.) tracking and services, Health and Safety programs and training, the Safety Discount program, and tracking of health benefit services; this position will also assist with bi-weekly payroll functions in addition to other general HR functions, programs, and events. Staff members are required to be cross-trained for best practices.

Employees of the county deserve the very best and we want to provide them with nothing less.

Thank you for your consideration,

The HR Team

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Region 2 EMS Advisory Council member

Name Bridget Lighty

Home Address _____

City, State, Zip Dawsonville, GA 30534

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number _____ Alternate Number _____

Fax Telephone Number _____

E-Mail Address brighy@dawsoncountyga.gov

Additional information you would like to provide:

FFI/PMDC DEES

Lead Paramedic Instructor - Faithful Guardian - Dawsonville Campus

Signature [Signature] Date 3/14/23

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3504
kcloud@dawsoncountyga.gov