

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, DECEMBER 1, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

NEW BUSINESS

1. Presentation of Request to Retire Sheriff's Office K9 Robby- Sheriff Jeff Johnson
2. Presentation of Request to Set Budget for Radio System Upgrade Construction Services RFP- Sheriff's Office Chief Deputy Major Greg Rowan
3. Presentation of Request for Approval of FY 2023 State Public Defender Contract- Public Defender Brad Morris / Assistant Public Defender Sarah Willis
4. Presentation of Request for Approval of FY 2023 Public Defender Intergovernmental Agreement Between Dawson and Hall Counties- Public Defender Brad Morris / Assistant Public Defender Sarah Willis
5. Presentation of Request to Use Remaining Special Purpose Local Option Sales Tax VI Funds- Emergency Services Director Troy Leist
6. Presentation of FY 2023 Department of Human Services / Deanna Specialty Transportation Contract- Senior Services Director Dawn Johnson
7. Presentation of Annual Capital Improvements Element Update Adoption- Planning & Development Director Sharon Farrell
8. Presentation of Veterans Memorial Park Pool Maintenance and Repair- Parks & Recreation Director Matt Payne
9. Presentation of IFB #411-22 - Rock Creek Park Ballfields Renovation- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
10. Presentation of RFP #408-22 - A & E Services for an Emergency 9-1-1 / Emergency Operations Center Building- Purchasing Manager Melissa Hawk
11. Presentation of Renewal of Recycling Contract for FY 2023 with Waste Management- Interim County Manager Vickie Neikirk / Purchasing Manager Melissa Hawk
12. Presentation of Proposed Changes to the Dawson County Employee Handbook Concerning Merit and Longevity Adjustments for Employee Evaluations- Commissioner Tim Satterfield
13. Presentation of 2023 Board of Commissioners Vice Chair Appointment- Chairman Billy Thurmond

14. Presentation of Board Appointments:

a. Development Authority

- i. Brian Trapnell- *reappointment* (Term: January 2023 through December 2026)
- ii. Carroll Turner- *reappointment* (Term: January 2023 through December 2026)
- iii. Lynn Jackson- *replacing Tara Hardwick* (Term: January 2023 through December 2026)

b. Joint Development Authority

- i. Mandy Power- *reappointment* (Term: January 2023 through December 2026)
- ii. Carroll Turner- *reappointment* (Term: January 2023 through December 2026)
- iii. Kevin Herrit- *replacing John Drew* (Term: January 2023 through December 2026)

c. Planning Commission

- i. Steve Sanvi (Chairman Appointee)- *reappointment* (Term: January 2023 through December 2024)
- ii. Jason Hamby (District 1)- *reappointment* (Term: January 2023 through December 2024)
- iii. John Maloney (District 2)- *reappointment* (Term: January 2023 through December 2024)
- iv. Shelton Townley (District 3)- *replacing Tim Bennett* (Term: January 2023 through December 2024)
- v. Neil Hornsey (District 4)- *reappointment* (Term: January 2023 through December 2024)

d. Tax Assessors

- i. Jo Ann Overstreet Hause- *reappointment* (Term: January 2023 through December 2027)

15. County Manager Report

16. County Attorney Report

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

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



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Sheriff's Office

Work Session: December 1, 2022

Prepared By: Sheriff Jeff Johnson

Voting Session: December 15, 2022

Presenter: Sheriff Jeff Johnson

Public Hearing: Yes _____ No _____

Agenda Item Title: Retirement of K9 Robby

Background Information:

K9 Robby, a 7-year-old Dutch Shepherd, has been experiencing medical issues with his spine and pelvis. This condition is adversely affecting his ability to serve the citizens of Dawson County. Handler notes a progressive lack of performance due to his condition.

Medical care is progressing in frequency of treatments and medication.

Current Information:

Based upon professional medical advice and the recommendation of certified K9 Instructor / Handler Zach Smith, the S.O. is medically retiring K9 Robby and respectfully request that the Board of Commissioners approve the retirement and subsequent transfer of K9 Robby to his handler.

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: *Katie Nishik*

Date: 11-21-22

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

To whom it may concern,

Robby, a 7-year-old male Dutch Shepherd, has been a patient at Whitmire Animal Hospital since February 2021. He originally presented for evaluation of an intermittent rear leg lameness that was affecting his ability to train as a working dog. On physical exam, Robby was painful on palpation at the base of his tail and pelvis. Radiographs of his spine and pelvis were performed under general anesthesia. Radiographic findings consisted of severe lumbosacral vertebral malformation, lumbosacral stenosis and spondylosis. These findings are consistent with a condition termed cauda equina syndrome that is believed to arise from some degree of lumbosacral instability and stenosis. This condition is typically a painful progressive disease that leads to bony proliferation of the spine causing impingement of the nerve roots and vasculature at this region. Robby has been managed conservatively with anti-inflammatory medications since the time of diagnosis. This condition has negatively affected his ability to train and perform as a working dog based on conversations I have had with his handlers. I feel that strong consideration should be taken for his retirement. Please feel free to contact me with any questions.

Sincerely,

Will Gholston, DVM

Whitmire Animal Hospital



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: EMS/Public Works/Sheriff's Office

Work Session: 12/01/2022

Prepared By: Melissa Hawk

Voting Session: 12/15/2022

Presenter: Greg Rowan

Public Hearing: Yes No

Agenda Item Title: Set Budget for the RFP for Construction Services for the Radio System Upgrade

Background Information:

During the February 2021 Work and Voting Sessions, the topic of an update to the current radio system was discussed. The BOC directed the then Public Works Director/SPLOST Coordinator to determine the cost of contracting with a systems expert consultant. On September 2, 2021, the BOC awarded a contract to Federal Engineering. On July 7, 2022, the BOC approved the draft plans from Federal Engineering for the project.

Current Information:

Federal Engineering has completed the final specifications for the RFP for the Construction Services for the Radio System Upgrade.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325					\$3,000,000.00	

Recommendation/Motion: Staff respectfully requests the Board set a budget of \$3,000,000.00 for the Radio System Upgrade Project, utilizing SPLOST VII funds.

Department Head Authorization: Greg Rowan

Date: 11/21/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/22

County Manager Authorization: VLN

Date: 11/22/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 12/01/2022

Prepared By: ISABEL CHAVEZ

Voting Session: 12/15/2022

Presenter: BRAD MORRIS/ SARAH WILLIS

Public Hearing: Yes X No _____

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2023 STATE PUBLIC DEFENDER CONTRACT

Background Information:

Dawson County has contracted with the GPDC since the Public Defender System's inception (our office started operating in January 2005) for the GPDC to employ one attorney and one administrative assistant as state employees via a contract. The contract covers the two employees' salaries and cost of employment as set forth in Attachment B to the state contract, and a 5% management fee.

Current Information:

The expense required to fund this contract has been requested and approved in the 2023 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new fiscal and calendar year 2023.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571001-000	\$194,662.00	\$194,662.00	\$194,662.00	0

Recommendation/Motion: Move to approve the 2023 Contract with the GPDC.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/21/22

County Manager Authorization: VLN

Date: 11/21/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attachment - INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF DAWSON COUNTY (CY 2023)

Northeastern Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Dawson County

January 1, 2023 – December 31, 2023

The County agrees to pay the Public Defender Office **\$196,351.54** in 12 monthly installments of **\$16,362.63**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on December 15, 2022. Invoices will be sent to the following address:

Installments will be paid directly to GPDSC at the following address:

GPDSC
Attn: Jason Ring
270 Washington Street SW
Suite 6079
Atlanta, GA 30334

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants.

NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE

BUDGET: Calendar Year 2023

Name	Title	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
			7.65%	32.47%	29.454%	\$31 each	
Luviano,Brenda	TS:Office Admin Generlist (WL)	\$ 35,405.28	\$ 2,708.50	\$ 11,496.09	\$ 10,428.27	\$ 31.00	\$ 60,069.15
Willis,Sarah Elaine	PS: Legal Officer (SP)	\$ 74,835.36	\$ 5,724.91	\$ 24,299.04	\$ 22,042.01	\$ 31.00	\$ 126,932.31
Total		\$ 110,240.64	\$ 8,433.41	\$ 35,795.14	\$ 32,470.28	\$ 62.00	\$ 187,001.46

	Proposed Budget	Current Budget	Difference
Personnel	\$ 187,001.46	\$ 178,391.43	\$ (8,610.03)
Adm Fee (5%)	\$ 9,350.07	\$ 8,919.57	\$ (430.50)
Total	\$ 196,351.54	\$ 187,311.00	\$ (9,040.54)

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
NORTHEASTERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITY OF
DAWSON COUNTY**

THIS AGREEMENT is entered into this ____ day of _____, 2022, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2023.

WITNESSETH:

WHEREAS, the Public Defender Office and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-30 (c) (6) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS, O.C.G.A. § 17-12-31 provides in subsections (a) and (b) the following:

- (a) The circuit public defender in each judicial circuit may employ additional assistant circuit public defenders, deputy circuit public defenders, or other attorneys, investigators, paraprofessionals, clerical assistants, and other employees or independent contractors as may be provided for by local law or as may be authorized by the governing authority of the county or counties comprising the judicial circuit. The circuit public defender shall define the duties and fix the title of any attorney or other employee of the office of the circuit public defender.
- (b) Personnel employed by the circuit public defender pursuant to this Code section shall serve at the pleasure of the circuit public defender and shall be compensated by the county or counties comprising the judicial circuit, the manner and amount of compensation to be paid to be fixed either by local Act or by the circuit public defender with the approval of the county or counties comprising the judicial circuit.

WHEREAS, O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided,

independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment and provision for additional personnel by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northeastern Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Dawson County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Dawson County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Dawson County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a nonrefundable 5% administrative services fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Northeastern Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

Section 2.02 Provision of additional county employees. The County agrees to pay for 50% of the personnel cost for two of the Hall County employees listed in Attachment B. The County agrees to the payment terms as enumerated in a separate intergovernmental agreement between Hall County and Dawson County. These employees are to remain employees of the Hall County. The County is the employer for these employees for all purposes, including, without limitation, compensation and employee benefits, but the employees are under the supervision of the circuit public defender. The circuit public defender shall define the duties and fix the title of these employees and the employees serve at the pleasure of the circuit public defender subject to any applicable County personnel policies. In the event that an employee listed in Attachment B leaves the employment of the County for any reason, whether voluntarily or involuntarily, the Public Defender Office is authorized to employ a person to replace the departed employee under the same terms and conditions as the departed employee (including salary) was employed, subject to the approval of the County, which approval shall not be unreasonably withheld. Attachment B is incorporated into this agreement by reference.

ARTICLE 3

PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the operating expenditures for appropriate offices, utilities, telephone expenses, materials, and supplies to equip,

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2020 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

SALARY SUPPLEMENTS

Section 5.01 Salary supplements. The County agrees to supplement the salaries of the state employees of the Public Defender Office listed in Attachment C in the amount indicated in Attachment C. The salary supplement for these state employees is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The parties to this agreement agree that a state employee who receives a salary supplement pursuant to this Section is a state employee and is under the supervision of the circuit public defender and not of the county and that a state employee who receives a salary supplement pursuant to this Section is not a county employee. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 1 year beginning January 1, 2023 and ending December 31, 2023.

Section 6.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2020) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 6.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

Section 6.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of Northeastern
Judicial Circuit:

H. Bradford Morris, Jr.
Circuit Public Defender
P.O. Box 390
Gainesville, GA 30503

Governing Authority of Dawson County:

Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way, 2nd Floor
Dawsonville, GA 30534

Georgia Public Defender Council
Omotayo Alli, Director
270 Washington Street SW, Suite 6079
Atlanta, GA 30334

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in Section 6.05 by the County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing on the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 6.08 (a).

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement.

The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(b) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 6.10 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 6.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Dawson County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 12/01/2022

Prepared By: Isabel Chavez

Voting Session: 12/15/2022

Presenter: BRAD MORRIS/SARAH WILLIS

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2023 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005 to share the cost of two employees equally. The employees are Hall County employees, and pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA.

Current Information:

The expense required to fund the IGA has been requested and approved in the 2023 budget. The IGA renews the agreement between Dawson County and Hall County for the new fiscal and calendar year 2023.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	2800	571000-000	101,921.00	101,921.00	101,921.00	0

Recommendation/Motion: Move to approve the 2023 IGA with Hall County.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/21/22

County Manager Authorization: VLN

Date: 11/21/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Hall County, Georgia
 Summary of Estimated Personnel Costs - Public Defender's Office
 Dawson County IGA for 2023 - Quarterly Billing

<u>Employee</u>	<u>Position</u>	<u>Salaries</u>	<u>Health Ins.</u>	<u>Life Ins. / Disability</u>	<u>Retirement</u>	<u>FICA</u>	<u>Workers' Comp</u>	<u>Total</u>
Tony Cantrell	Chief Investigator	62,702.12	224.04	124.80	1,254.04	4,796.71	969.90	70,071.62
Christopher Van Rossem	Assistant Public Defender	97,854.12	19,368.12	264.96	7,828.33	7,485.84	969.90	133,771.27
		160,556.24	19,592.16	389.76	9,082.37	12,282.55	1,939.81	203,842.89

203,842.89 cf

50% of the Cost - Dawson 101,921.45

Quarterly Installments 25,480.36

Notes:

Verified totals to ADP for salary and current benefit elections.

**INTERGOVERNMENTAL AGREEMENT
PUBLIC DEFENDER SERVICES**

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay 50% of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$101,921.45 in four (4) equal quarterly installments of \$25,480.36 beginning March 31, 2023 (for the 1st quarter of 2023) and continuing through the end of each quarter of 2023 until one-half of the personnel costs for an Assistant Public Defender I and an Investigator are paid.

This _____ day of _____, 2022.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: _____
Billy Thurmond, Chairman
Dawson County Board of Commissioners

Kristen Cloud, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Lisa Ritchie, County Clerk

ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 HALL AND DAWSON COUNTIES

	Salaries	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assist. Public Defender I	\$ 79,552.46	\$ 18,046.92	\$ 251.76	\$ 6,364.20	\$ 6,085.76	\$ 934.97	\$ 111,236.07
Investigator	\$ 57,977.14	\$ -	\$ 332.64	\$ 1,159.54	\$ 4,435.25	\$ 934.97	\$ 64,839.54
TOTAL							\$ 176,075.61
HALF COST FOR DAWSON							\$ 88,037.81

4 quarterly installments :

\$ 22,009.45



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: _____

Work Session: December 1, 2022

Prepared By: Troy Leist

Voting Session: December 15, 2022

Presenter: Troy Leist

Public Hearing: Yes _____ No X

Agenda Item Title: Use of Remaining SPLOST VI Funds

Background Information:

The capital projects that were requested during the budget process for FY 2023 did not make the 2023 budget. Several of the items were directly related to life-safety needs. Replacement of outdated/expired equipment should take place in order to stay mission ready and for the safety of our personnel and citizens. Fire Station 1 is in need of security upgrades for the safety of employees and property.

Current Information:

Currently, Emergency Services has approximately \$172,650 left in SPLOST VI. We are requesting that \$172,650 be approved for use on the six capital projects that were requested in the FY 2023 budget. The items are; lifting air bags, extrication equipment, station security upgrades, staff vehicle replacement, Lucas CPR device, and Fire Station 1 upgrades.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/21/22

County Manager Authorization: VLN

Date: 11/21/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Senior Services-Transit

Work Session: 12-1-22

Prepared By: Dawn Johnson

Voting Session: 12-15-2022

Presenter: Dawn Johnson

Public Hearing: Yes _____ No X

Agenda Item Title: Request to approve FY23 DHS/Deanna Specialty Transportation, Inc. Contract.

Background Information:

Deanna Specialty, Inc. reimburses Dawson County for senior client rides. Deanna Specialty contracts with DHS to oversee funding.

Current Information:

Reimbursement rates: Regular \$7.75; Wheelchair \$11.75; Hourly \$35.00

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
	5540					

Recommendation/Motion: Approve and Ratify FY23 DHS/Deanna Specialty Transportation, Inc. Contract.

Department Head Authorization: Dawn Johnson

Date: 11-17-2022

Finance Dept. Authorization: Vickie Neikirk

Date: 11/21/22

County Manager Authorization: VLN

Date: 11/21/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

AGREEMENT
for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

Dawson County Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the **Dawson County Board of Commissioners**; hereinafter referred to as Contractor; and Deanna Specialty Transportation, a Georgia Corporation; hereinafter referred to as the Deanna Specialty Transportation Inc, agree:

This Agreement has an effective beginning date of the 1st day of July 2022 shall terminate on the 30th day of June 2023 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, the Deanna Specialty Transportation, Inc. has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

AND

WHEREAS, the Contractor has represented to the Deanna Specialty Transportation, Inc it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier in accordance with this Agreement.

3. Services to Be Provided:

- a) The Contractor is solely engaging to provide congregate (senior) meal Transportation for seniors receiving services at the **Dawson County Senior Center**
- b) Transportation services provided will be to and from the **Senior Center**.
- c) Any other services performed by the Contractor are outside the scope of this Agreement. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the **Dawson County Senior Centers** per GADHS policies and procedures.
- d) The parties expect that authorized DHS Human Service Contractors will notify the Regional Transportation Office, Region 2, as to which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Contractor shall deliver transportation services to individuals registered with the Regional Transportation

Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.

- e) Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- f) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- g) Contractor agrees to provide the Deanna Specialty Transportation, Inc certification/proof of workers' compensation insurance coverage on all Contractor's employees, upon request of the Deanna Specialty Transportation, Inc.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

6. Information:

The Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

7. Monitoring and Inspection

The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Contractor will cooperate with The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

8. Payment:

The Deanna Specialty Transportation, Inc agrees to remit payment for approved transportation services rendered by Contractor when Deanna Specialty Transportation, Inc receives reimbursement from the Georgia Department of Human Services of 10 days of receiving payment.

9. Fee Schedule:

Each trip will be billed at the following rates:

Core \$7.75 per trip

Wheel chair \$11.75

Hourly \$35.00

Total Budget \$65,000.00

10. Invoicing:

- a) The Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the Third (3rd) of the month following the activity.
- b) Contractor shall provide the Deanna Specialty Transportation, Inc with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the Third day of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If Deanna Specialty Transportation, Inc becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

Contractor's Address for Official Correspondence

Dawson County Board Of Commission
201 Recreation Road
Dawsonville, Georgia 30534
Contact Person: Dawn Pruitt
Email: djohnson@dawsoncountyga.gov
Telephone: (706) 344-3700

DST's Address for Official Correspondence

Deanna Specialty Transportation, Inc.
211 Sand Bar Ferry Road
Augusta, GA, 30901
Contact Person: Shawn Thomas
Email: shawn.thomas@waytogotrans.com
Telephone: (706) 722-7030

[SIGNATURES ON FOLLOWING PAGE]

Dawson County , Georgia

Signature

Print Name

Title

Date

Attest:

Signature

Print Name

County Clerk
Title

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.

Signature

Shawn Thomas
Print Name

CEO.,
Title

Date:

Attest:

Signature

Print Name

Corporate Secretary
Title

[CORPORATE SEAL]



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 12/01/2022

Prepared By: S.O.Farrell

Voting Session: 12/01/2022

Presenter: Sharon Farrell, Director

Public Hearing: n/a

Agenda Item Title: Presentation of Annual CIE Adoption

Background Information:

To continue the impact fee program, Dawson County is responsible for preparing annual updates of the Capital Improvements Element. This report is prepared for review by the Board of Commissioners for transmittal to the Georgia Mountains Regional Commission for compliance review by both the state Department of Community Affairs and Georgia Mountains Regional Commission.

Current Information:

The report has been determined to be in compliance with the Georgia Development Impact Fee Act and approved by the Georgia Mountains Regional Commission for Regional and State review.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve for transmittal

Department Head Authorization: S.O.Farrell

Date: November 22, 2022

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/22

County Manager Authorization: VLN

Date: 11/22/22

County Attorney Authorization:

Date:

Attachments:

Resolution of Adoption

**STATE OF GEORGIA
COUNTY OF DAWSON**

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE CAPITAL IMPROVEMENTS
ELEMENT 2022 ANNUAL UPDATE**

WHEREAS, Dawson County adopted a Capital Improvements Element in 2018 as an amendment to the *Dawson County Comprehensive Plan*; and

WHEREAS, Dawson County has drafted a 2022 Annual Update to the Capital Improvements Element, which incorporates an impact fee financial report for FY 2021 along with an updated Community Work Program; and

WHEREAS, the draft Capital Improvements Element 2022 Annual Update was prepared in accordance with the Development Impact Fee Compliance Requirements; and

WHEREAS, a duly advertised Public Hearing was held on October 20, 2022, at 4:00 p.m. in the Dawson County Government Center, 25 Justice Way, Dawsonville, Georgia; and

WHEREAS, the CIE was approved by the Georgia Mountains Regional Commission for Regional and State review;

BE IT THEREFORE RESOLVED that the Board of Commissioners does hereby authorize the adoption of the Capital Improvements Element (CIE) 2022 Annual Update.

RESOLVED this ___ day of _____, 2022

Billy Thurmond, Chairman

Attest:

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Rec

Work Session: 12/01/2022

Prepared By: Matt Payne

Voting Session: 12/01/2022

Presenter: Matt Payne

Public Hearing: Yes No

Agenda Item Title:

Background Information:

Request by the Parks & Recreation for general funds to be used to re-plaster the pool in the amount of \$45,572.61 with work being done by American Pool, with which we are under a pool maintenance contract.

Current Information:

N/A

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	6124	522200	\$15,650.00	\$199.60	\$45,573.00	

Recommendation/Motion: Staff recommends that the Board approve the project and approve the amount of \$45,573.00 to be transferred from General Fund Fund Balance to the Park Pool Regular Operating Maintenance/Repairs Budget.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/21/22

County Manager Authorization: VLN

Date: 11/21/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Recreation

Work Session: 12/01/2022

Prepared By: Melissa Hawk

Voting Session: 12/15/2022

Presenter: Matt Payne

Public Hearing: Yes No

Agenda Item Title: IFB #411-22 - Rock Creek Ballfields Renovation

Background Information:

On 10/06/2022, the Board approved \$150,000.00 for the renovations of Rock Creek Park, utilizing SPLOST VI Funds.

Current Information:

An IFB for the Scope of Work opened on November 15, 2022, receiving one offer from HEC Construction Solutions, in the amount of \$383,927.00. The Scope of Work was negotiated as to remain within budget. The final cost is 149,989.50.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	6120	541200	\$150,000.00	\$150,000.00	\$149,989.50	\$10.50

Recommendation/Motion: Staff respectfully requests the Board to accept the offer received and award a contract to HEC Construction Solutions in the amount of \$149,989.50.

Department Head Authorization: Matt Payne

Date: 11/21/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/22

County Manager Authorization: VLN

Date: 11/22/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation



IFB #411-22

ROCK CREEK PARK BALLFIELDS RENOVATION

Work Session – December 1, 2022

Background

- ❖ On 10/062022, the Board approved \$150,000.00 for the renovations of Rock Creek Park, utilizing SPLOST VI Funds. An IFB for the Scope of Work was released on October 13, 2022.

Procurement Approach and Procedure

BID ACCORDING TO POLICY

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

Scope of Services

- ❖ Removal of infield grass on fields 7, 8, 9, 10, 11 and 12.
- ❖ Removal of warning track gravel on fields 7, 8, 9, 10, 11 and 12.
- ❖ Laser grade and add infield dirt mix to insure drainage on fields 7, 8, 9, 10, 11 and 12
- ❖ Adding the hose bib connections with an underground box on fields 7, 8, 9, 10, 11 and 12.

- ❖ Sodding of infields of fields 14, 15 and 16 has been negotiated out of the scope to remain within the budget for this project.

Rock Creek Park Fields



Pricing Received for Rock Creek Park

HEC CONSTRUCTION SOLUTIONS

Item No.	Description	Quantity	UOM	Total Cost
1	ROCK CREEK BALLFIELDS RENOVATION	1	Lump Sum	\$149,989.50
2	Estimated Start Date:			
3	Warranty for Labor:		1 year	
4	Warranty for Materials:		1 year	

	Description	Square Footage
NOTE: Sod has been removed from the Scope of Work	Sod for Field #14	8,333
	Sod for Field #15	8,333
	Sod for Field #16	8,333
	Cost per Square Foot for Sod	39 \$0.63



Staff Recommendation

Staff respectfully requests the Board to accept the offer received and award a contract to HEC Construction Solutions in the amount of \$149,989.50 .

Thank you for your time.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: EMS/Sheriff's Office

Work Session: 12/01/2022

Prepared By: Melissa Hawk

Voting Session: 12/15/2022

Presenter: Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: Award RFP #408-22 A & E Services for the EOC/911 Building

Background Information:

The citizens of Dawson County voted to pass SPLOST VII on March 16, 2021. This SPLOST holds a Level 2-Countywide project, which is the new Emergency Operations Center/E911 building and radio system upgrade, with a combined \$8,500,000.00 budget. The portions of the SPLOST VII designated toward the center is \$5,500,000.00. This project along with the radio system upgrade must be funded in full prior to any other venture included in the SPLOST VII project list moving forward.

Current Information:

The County received 4 proposals for the RFP, which opened on October 18, 2022. The highest overall score was received by Jericho Design Group, in the amount of \$271,000.00.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325		541200			\$5,500,000.00	

Recommendation/Motion: Staff recommends that the BOC accept the offers received and award a contract to Jericho Design Group, in the amount of \$271,000.00, utilizing SPLOST VII Funds

Department Head Authorization: Greg Rowan

Date: 11/22/2022

Department Head Authorization: Troy Leist

Date: 11/22/2022

Finance Dept. Authorization: Vickie Neikirk

Date: 11/22/22

County Manager Authorization: VLN

Date: 11/22/22

County Attorney Authorization:

Date:

Comments/Attachments:

Presentation



RFP #408-22 A & E Services for the EOC/E911 Building

Background

- ❖ The citizens of Dawson County voted to pass SPLOST VII on March 16, 2021.
- ❖ This SPLOST holds a Level 2- Countywide project which is the new Emergency Operations Center/E911 building and radio system upgrade, with a combined \$8,500,000.00 budget.
- ❖ The portions of the SPLOST VII designated towards the center is \$5,500,000.00, which have been collected.
- ❖ The Board of Commissioners approved the budget for the project and the release of an RFP for A & E services on July 7, 2022

Procurement Approach and Procedure

BID ACCORDING TO POLICY

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

Evaluation Committee

❖ Sheriff's Office

- Major Greg Rowan
- E911 Director Kristen Bean

❖ EMS

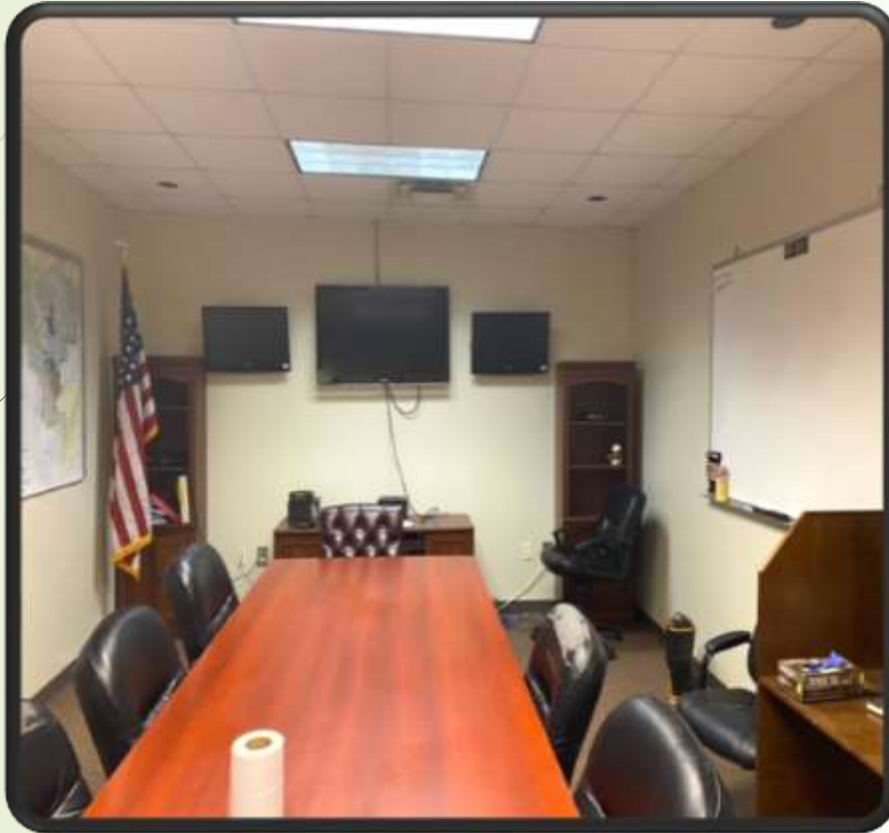
- Chief Troy Leist

❖ Public Works

- Special Projects Coordinator Chris Turner

❖ Facilitator – Melissa Hawk, Purchasing Manager

Current Emergency Operations Center



Current Emergency 911 Center



Scope of Services

❖ Some of the scope of services include:

- Ensure that all construction design and specifications meet the local, State and Federal laws, rules and regulations.

There are 3 design phases:

- During the Preliminary Design Phase, the Contractor shall present acceptable conceptual drawing of the facility and site. The Preliminary Architectural Report will be completed during this phase.
- During the Schematic Design Phase, the Contractor shall update the preliminary design with detailed engineering and site drawings, specifications, interior designs and prepare the construction budget.
- During the Final Design Phase, the Contractor shall prepare the final design and engineering documents. The completion of this phase shall be June 30, 2023.
 - ❖ During this phase, the Contractor shall prepare working drawings and specifications to be used by the Purchasing Department to solicit bids for the construction of the project.
 - The documents shall include all civil and site, landscape architecture, architectural, structural, plumbing, mechanical and electrical engineering required for the facility.
- During the Construction Administration Phase, the Contractor will manage the construction and certify the construction payments.

Offers Received

Description	Hill Foley & Rossi	IPG, Inc.	Jericho Design Group	PGAL
Preliminary Design Phase	\$40,000.00	\$55,220.00	\$30,000.00	\$107,665.00
Detailed Schematic Design Phase	\$85,000.00	\$95,850.00	\$70,000.00	\$134,580.00
Final Design Phase	\$195,000.00	\$151,250.00	\$101,000.00	\$188,400.00
Construction Services Phase	\$85,000.00	\$76,680.00	\$70,000.00	\$107,665.00
CDBG Compliance	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$405,000.00	\$379,000.00	\$271,000.00	\$538,310.00

Summary of Scores

COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	MANAGEMENT PLAN	REFERENCES	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
Hill Foley & Rossi	65	86	82	59	40	66	10	76
IPG, Inc.	65	90	88	65	42	70	12	82
Jericho Design Group	63	86	90	65	41	69	20	89
PGAL	68	86	82	60	39	67	0	67

Rounded up to 50 nearest whole number



Staff Recommendation

Staff respectfully requests the Board to accept offers received and award a contract to, for the Architectural and Engineering Services for the E911/EOC building, in the amount of \$271,000.00, using SPLOST VII Funds.

Thank you for your time.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 12/1/22

Prepared By: Vickie Neikirk

Voting Session: 12/15/22

Presenter: Vickie Neikirk/Melissa Hawk

Public Hearing: Yes No

Agenda Item Title: Presentation of Renewal of contract with Waste Management for Recycling.

Background Information:

Dawson County is currently under contract with Waste Management for the recycling service. Current contract will expire 12.31.22.

Haul	\$325/haul
Processing fee	\$26.74/ton

Current Information:

If the contract renews 1/1/23, the cost to the County will go up significantly.

Haul	\$500/haul
Processing fee	\$110/ton

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
540						

Recommendation/Motion: _____

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 11/18/22

County Manager Authorization: VLN

Date: 11/18/22

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS

December 15, 2022

Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District 1

Chris Gaines
Commissioner
District 2

Tim Satterfield
Commissioner
District 3

Emory Dooley
Commissioner
District 4

State of Georgia
Department of Revenue
Local Government Services Division

To Whom It May Concern:

This is to certify that Jo Ann Overstreet Hause resides in Dawson County, is at least 21 years of age and holds a high school diploma or equivalent.

Thank you,

Billy Thurmond, Chairman
Dawson County Board of Commissioners

Vickie Neikirk
Interim
County Manager

Kristen Cloud
County Clerk

Dawson County
Government Center
25 Justice Way
Suite 2313
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3504

RESOLUTION FOR THE APPOINTMENT TO THE
_____ COUNTY BOARD OF TAX ASSESSORS

WHEREAS, there is a vacancy on the Board of Assessors; and

WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and

WHEREAS, the person appointed will serve a term of _____ years;

NOW THEREFORE BE IT RESOLVED, the _____ County Board of Commissioners appoints _____ to the _____ County Board of Tax Assessors with this term of office to begin on _____ and expire on _____.

ADOPTED this _____ day of _____.

_____ COUNTY BOARD OF COMMISSIONERS

Chairman

ATTEST:

County Clerk