

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, JUNE 16, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on June 2, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)

I. ALCOHOL LICENSE

J. ZONING

1. ZA 16-02- Dawson Forest Developer, LLC has made a request for a Special Use Permit on behalf of PetSmart, Land Use Resolution, Article IV, Section 121-101.d for proposed use. The property is located at TMP 114-031. The property is zoned C-PCD (Commercial Planned Comprehensive Development)

K. PUBLIC HEARING

L. UNFINISHED BUSINESS

M. NEW BUSINESS

1. Consideration of Public Defender Request for Additional Funds
2. Consideration of Bid #278-16 IFB Ford Vehicles for Dawson County Government and Bid #279-16 IFB Dodge Vehicles for Dawson County Government
To view solicitation documents click
 - [Ford](#)
 - [Dodge](#)
3. Consideration of FY17 Legacy Link Contract
4. Consideration of SR 400/SR 53 Street Lighting Agreement
5. Consideration of Hidden Horizons Subdivision Lot 33 Gift for Drainage Easement
6. Consideration of Board Appointments:
 - a. **Dawson County Library Board of Trustees**
 - i. Tom Harter- *Replacing Donna Weaver* (Term: June 2016 through June 2018)

- b. **Department of Family and Children Services (DFCS)**
 - i. Joan Gilleland (Term: July 2016 through June 2021)
- c. **Board of Behavioral Health & Developmental Disabilities**
 - i. Lori Grant- *Replacing Kim Bennett* (Term: June 2016 through June 2017)

7. Consideration of Georgia Transmission Corporation Easement for Right-of- Way Agreement

N. ADJOURNMENT

O. PUBLIC COMMENT

Kimberly Boim

Backup material for agenda item:

Minutes of the Voting Session held on June 2, 2016

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – JUNE 2, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; County Attorney Homans; County Manager Dowling; County Clerk Yarbrough and interested citizens of Dawson County. Commissioner Nix was not present.

OPENING PRESENTATION: None

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS: None

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on May 19, 2016. Fausett/Swafford

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as written. Hamby/Swafford

PUBLIC COMMENT:

None

ALCOHOL LICENSE HEARING:

None

ZONING:

None

PUBLIC HEARING:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Consideration of Request to grant the Dawson County Civitan Club space at Veterans Memorial Park to donate and install inclusive playground equipment

Motion passed unanimously to approve the request to grant the Dawson County Civitan Club space at Veterans Memorial park to donate and install inclusive playground equipment.
Hamby/Fausett

Consideration of Bid #275-16 IFB Dawson Forest Road Rehabilitation

Motion passed unanimously to award Bid #275-16 IFB Dawson Forest Road Rehabilitation to the most responsive, responsible bidder, Blount Construction Company, Inc. from Marietta, Georgia for full-depth reclamation services on Dawson Forest Road for a total expenditure of \$2,367,486.50 from SPLOST VI funds. Swafford/Hamby

Consideration of Bid #276-16 IFB Dawson Forest Road Pipe Rehabilitation

Motion passed unanimously to award Bid #276-16 IFB Dawson Forest Road Pipe Rehabilitation to the most responsive, responsible bidder, IPR Southeast, LLC. from Stone Mountain, Georgia for pipe rehabilitation services on Dawson Forest Road for a total expenditure of \$143,000.00 from SPLOST VI funds. Hamby/Fausett

Consideration of 2016 Local Emergency Operations Plan Update

Motion passed unanimously to approve the 2016 Local Emergency Operations Plan Update as submitted. Hamby/Swafford

Consideration of proposed Memorandum of Agreement between Lanier Technical College and the Dawson County Board of Commissioners

Motion passed unanimously to approve the proposed Memorandum of Agreement between Lanier Technical College and the Dawson County Board of Commissioners. Fausett/Hamby

Consideration of proposed Memorandum of Understanding between Northeast Georgia Medical Center and the Dawson County Board of Commissioners regarding data sharing for the purpose of attempting to improve outcomes for patients who suffer sudden cardiac arrest.

Motion passed unanimously to approve the proposed Memorandum of Understanding between Northeast Georgia Medical Center and the Dawson County Board of Commissioners regarding data sharing for the purpose of attempting to improve outcomes for patients who suffer sudden cardiac arrest. Hamby/Swafford

Consideration of proposed Memorandum of Understanding between the City of Dawsonville and the Dawson County Board of Commissioners for Domestic Water Fire Protection

Motion passed unanimously to approve the Memorandum of Understanding between the City of Dawsonville and the Dawson County Board of Commissioners for Domestic Water Fire Protection Inspection. Hamby/Fausett

Consideration of Approval of Courthouse Canopy Final Revisions

Motion passed unanimously to approve the Courthouse Canopy Final Revisions. Swafford/Hamby

ADJOURNMENT:

PUBLIC COMMENT:

APPROVE:

Mike Berg, Chairman

ATTEST:

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. ZA 16-02- Dawson Forest Developer, LLC has made a request for a Special Use Permit on behalf of PetSmart, Land Use Resolution, Article IV, Section 121-101.d for proposed use. The property is located at TMP 114-031. The property is zoned C-PCD (Commercial Planned Comprehensive Development)

DAWSON COUNTY REZONING APPLICATION

This portion to be completed by Zoning Administrator

ZA 16-02 Tax Map & Parcel # (TMP): 114-031
Submittal Date: 4/7/2016 Time: 1:52 am/pm PM Received by: RB (staff initials)
Fees Assessed: \$2500.00 Paid: \$2500.00 Commission District: _____
Planning Commission Meeting Date: MAY 17, 2016
Board of Commissioners Meeting Date: JUNE 16, 2016

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Dawson Forest Developer, LLC
Address: 5269 Buford Hwy, Atlanta, GA 30340
Phone: Listed Unlisted Email: Business Personal ttillman@halpernent.com
Status: [] Owner [X] Authorized Agent [] Lessee [] Option to purchase

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

I have /have not _____ participated in a Pre-application meeting with Planning Staff.
If not, I agree _____ /disagree _____ to schedule a meeting the week following the submittal deadline.
Meeting Date: May 17 / June 16 Applicant Signature: 

PROPERTY OWNER/PROPERTY INFORMATION

Name: Dawson Forest Developer, LLC
Street Address of Property being rezoned: 1173 Highway 400 South, Dawsonville, GA 30534
Rezoning from: n/a to: n/a Total acreage being rezoned: n/a
Directions to Property: southeast corner of Georgia Hwy 400 and Dawson Forest Rd.

Subdivision Name (if applicable): n/a Lot(s) #: n/a

Current Use of Property: new retail strip shopping center

Any prior rezoning requests for property? Yes if yes, please provide rezoning case #: ZA

*****Please refer to Dawson County's Georgia 400 Corridor Guidelines and Maps to answer the following:**

Does the plan lie within the Georgia 400 Corridor? Yes (yes/no)

If yes, what section? South

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North _____ South _____ East _____ West _____

Access to the development will be provided from:

Road Name: GA Hwy 400 and Dawson Forest Rd Type of Surface: asphalt paving

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: n/a Special Use Permit for: PetSmart

Proposed Use:
pet sales and supplies, and services, including grooming, care, and boarding

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL this section is n/a

No. of Lots: _____ Minimum Lot Size: _____ (acres) No. of Units: _____

Minimum Heated Floor Area: _____ sq. ft. Density/Acre: _____

Type: Apartments Condominiums Townhomes Single-family Other

Is an Amenity Area proposed: _____; if yes, what? _____

COMMERCIAL & INDUSTRIAL

Building area: 18,068 sf No. of Parking Spaces: _____

ZA 14-02

TMP#: 114-031

List of Adjacent Property Owners

It is the responsibility of the Applicant to provide a list of adjacent property owners. This list must include the name and mailing address of anyone who has property touching your property or who has property directly across the street from your property.

****Please note this information should be obtained using the Tax Map & Parcel (TMP) listing for any parcel(s) adjoining or adjacent to the parcel where a variance or rezone is being requested.**

Name

Address

- TMP 114 010 1. _____
- TMP 114 009 001 2. _____
- TMP 114 009 3. _____
- TMP 114 006 4. _____
- TMP 114 013 5. _____
- TMP 114 012 6. _____
- TMP 114 022 005 7. _____
- TMP 114 022 8. _____
- TMP 115 002 002 9. _____
- TMP 115 127 10. _____
- TMP 106 075 004 11. _____
- TMP 106 075 001 12. _____
- TMP 114 024 001 13. _____
- TMP 107 318 14. _____
- TMP 114 030 15. _____

114 004

Use additional sheets if necessary.

NOTICE OF RESIDENTIAL EXURBAN/AGRICULTURAL DISTRICT (R-A) ADJACENCY

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non RA land use districts shall be provided with this "Notice of RA Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent RA use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and/or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the RA district constitute a nuisance) against local governments and adjoining landowners whose property is located in an RA district.

This notice and acknowledgement shall be public record.

Applicant Signature: Tommy Tillman

Applicant Printed Name: Tommy Tillman

Application Number: 2A 10-02

Date Signed: 4/6/2016

Sworn and subscribed before me

this 6th day of April, 2016.

[Signature]
Notary Public

My Commission Expires: January 27, 2017

{
DARA W TABB
Notary Public
MY COMMISSION EXPIRES JANUARY 27, 2017
FULTON COUNTY, GEORGIA
}



LETTER OF INTENT
SPECIAL USE PERMIT

Members of the Planning Commission:
Members of the Board of Commissioners:

Dawson Forest Developer, LLC, has concluded lease negotiations with PetSmart, Inc., contingent upon receipt of Special Use permit, to be the junior anchor at the new Dawson Crossroads Shopping Center located at the southeast corner of the intersection of GA Hwy 400 and Dawson Forest Rd. With regard to C-PCD Sec 121-101 – C-CB (1) d, therefore, this letter of intent is to inform you of the landlord's application for a Special Use Permit as pertaining to the tenant's day-to-day activities.

PetSmart currently operates approximately 1,300 stores in North America and employs over 40,000 associates. Founded in 1987, PetSmart is the leading worldwide operator of retail stores specializing in the sale of small pets, pet food, supplies, accessories, veterinary care, pet grooming, training, and boarding services.

The PetSmart store is to be comprised of retail sales area with accessory uses to include a grooming facility, pet adoption area, and a training area. The remaining area of the store is for offices, storage, and facility support.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tommy Tillman", is written over a horizontal line.

Tommy Tillman
Construction Manager and Authorized Agent
Dawson Forest Developer, LLC
and its parent company
Halpern Enterprises, Inc.



September 21, 2015

Tommy Tillman
Halpern Enterprises, Inc.
5269 Buford Highway
Atlanta, GA 30340

Re: Potable Water & Sanitary Sewer Availability
TMP: 114-031
13th District, 1st Section, South Half, LLs: 372, 406 & 407
Proposed Dawson Crossroads Development

Dear Mr. Tillman,

Regarding the property referenced above, capacity is available for potable water and sanitary sewer service. Water and sewer capacity must be purchased for the property based on the Authority's standards and formulas for the planned property use at the prevailing rate. The property developer and/or owner must fund all costs associated with extending and/or upgrading the existing infrastructure to service the property and future development. All infrastructure extensions and upgrades must be designed and built in accordance with the Authority's most recent specifications.

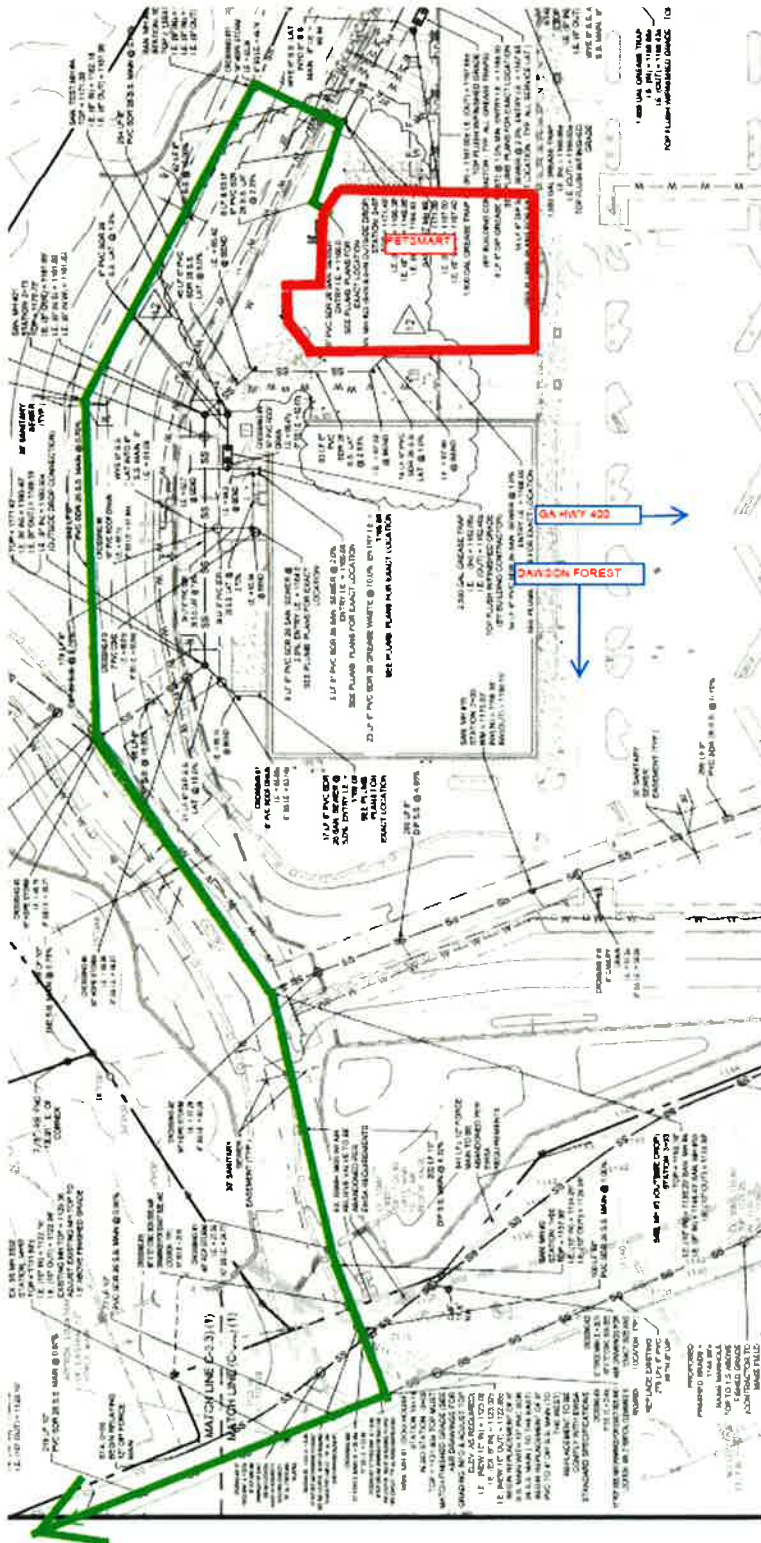
Please feel free to contact me at your convenience if any further information is needed.

Sincerely,

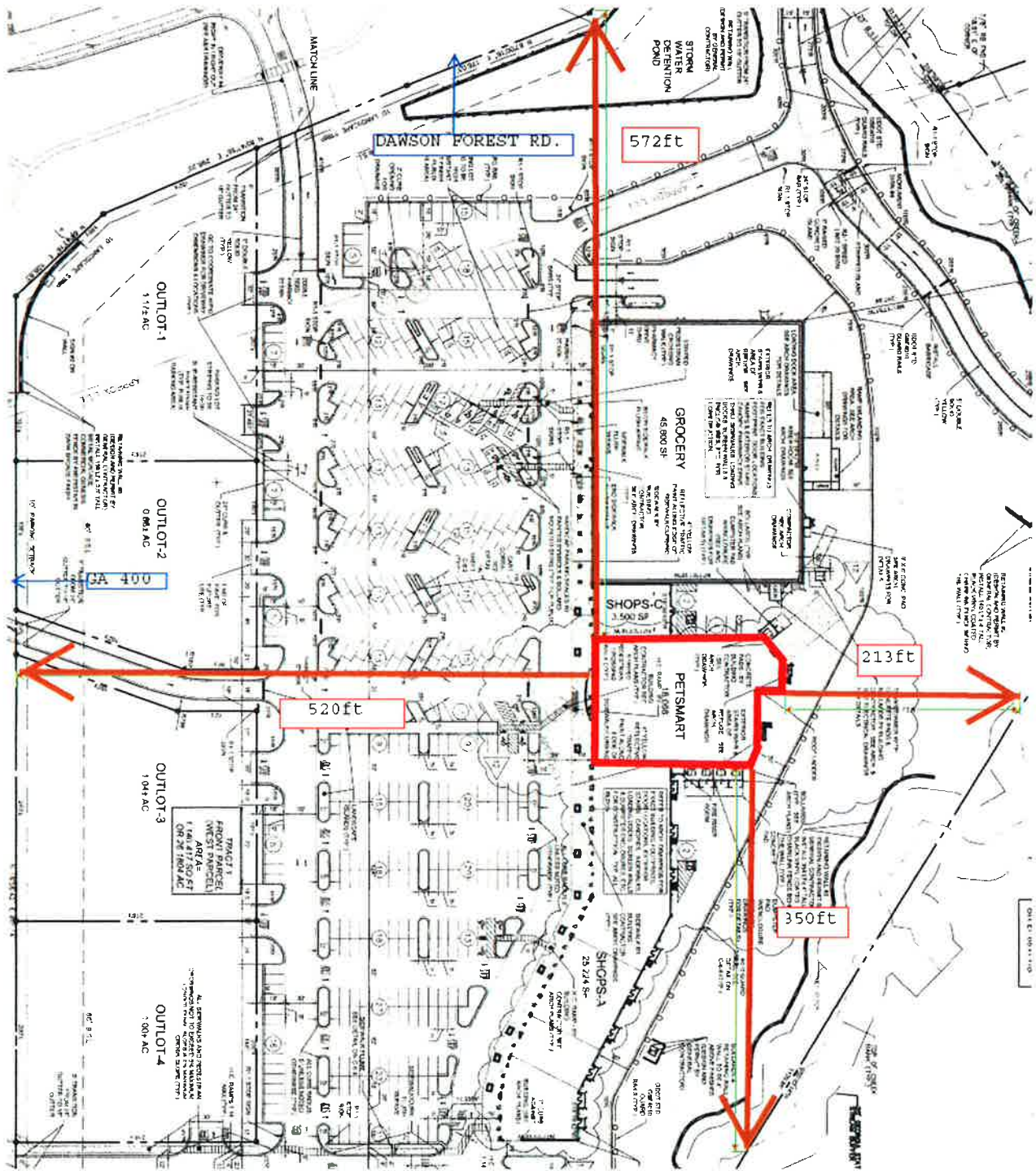
John V. Cronan
Systems Coordinator

Re sanitary sewer:

The graphic below shows in detail the manner by which sanitary sewer (green line) will exit PetSmart (bounded by red lines) and connect to existing facilities along Dawson Forest Rd.



This graphic shows PetSmart on the overall site plan and the distances from footprint to property lines. [GA 400 to left of page / Dawson Forest Rd. at top]



Official Tax Receipt
Dawson County
 25 Justice Way, Suite 1222
 Dawsonville, GA 30534
 --Online Receipt--

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
2015 - 3549	114 031 / 001 LL 372,406,407 LD 13-S FMV: \$5,561,715.00	\$46,677.03	\$0.00 Fees: \$0.00 \$0.00		\$46,677.03	\$46,677.03	\$0.00 Current Due: \$0.00
	Totals:	\$46,677.03	\$0.00		\$46,677.03	\$46,677.03	\$0.00

Paid Date: 11/17/2015

Charge Amt: \$46,677.03

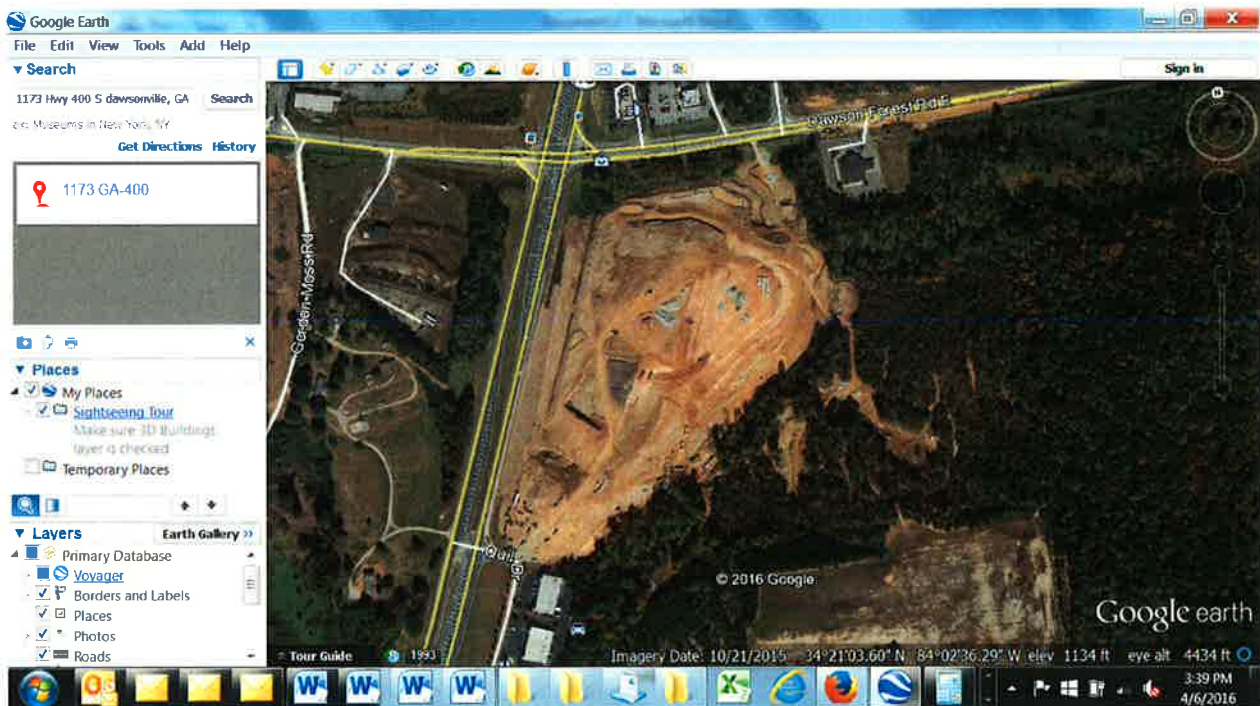
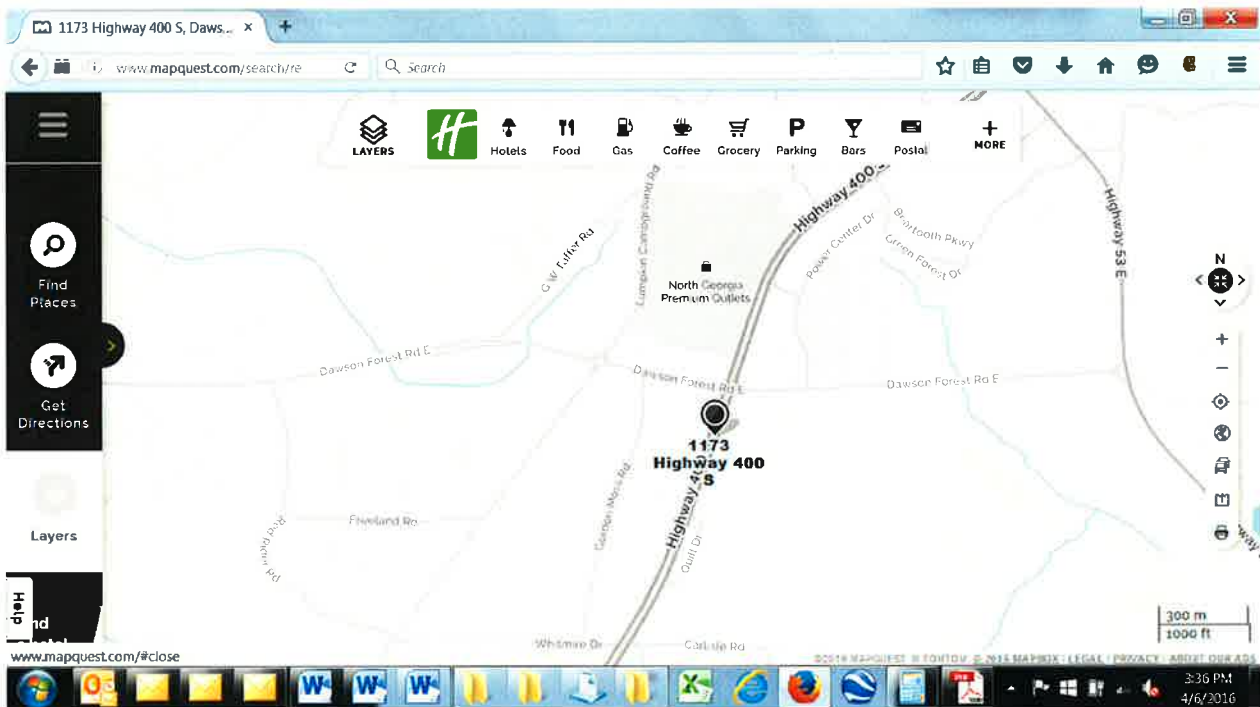
DAWSON FOREST OWNER LLC
 5269 BUFORD HWY

ATLANTA, GA 30340



PetSmart Special Use Permit Application:

These graphics show property location of overall development



APPLICANT CERTIFICATION

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning of special use application. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

Signature 

Date April 6, 2016

Witness 

Date April 6, 2016

WITHDRAWAL

Notice: This section only to be completed if application is being withdrawn.

I hereby withdraw application # _____

Signature _____

Date _____

Withdrawal of Application:

Withdrawals of any application may be accommodated within the Planning & Development Department if requested before the Planning Commission agenda is set. Therefore, withdrawals may not be made after ten (10) days prior to the scheduled Planning Commission meeting hearing, unless accompanied by written request stating specific reasons for withdrawal. This withdrawal request is to be published in the legal organ prior to the meeting. Following the written request and publication the Planning Commission will vote to remove the item from the agenda at the scheduled hearing. Please note that should the withdrawal be denied, the item will receive deliberation and public hearing with a decision by the Planning Commission. Further, the applicant is encouraged to be present at the hearing to substantiate reasons for withdrawal. Please note that no refund of application fees may be made unless directed by the Board of Commissioners.

PROPERTY OWNER AUTHORIZATION

I/we, Dawson Forest Developer, LLC; William D. Brown, Jr., President, hereby swear that I/we own the property located at (fill in address and/or tax map & parcel #):

145 Forest Boulevard, Suite 300, Dawsonville, GA 30534

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners.

Printed Name of applicant or agent: Tommy Tillman

Signature of applicant or agent:  Date: April 6, 2016

Printed Name of Owner(s): Dawson Forest Developer, LLC; William D. Brown, Jr., President

Signature of Owner(s):  Date: April 6, 2016

Mailing address: c/o Halpern Enterprises, Inc. 5269 Buford Highway

City, State, Zip: Atlanta, GA 30340

Telephone Number: Listed 770.451.0318
 Unlisted

Sworn and subscribed before me this 6th day of April, 2016.


Notary Public

My Commission Expires: January 27, 2017

DARA W TABB
NOTARY PUBLIC
MY COMMISSION EXPIRES JANUARY 27, 2017
FULTON COUNTY, GEORGIA
{Notary Seal}

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

SURVEY NOTES

EQUIPMENT USED:
 A TRIMBLE M3 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.
 A TRIMBLE R4 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL A NETWORK ADJUSTED SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.
 CLOSURE STATEMENT:
 THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT OR 345.83 FEET.
 THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/ACSM LAND TITLE SURVEYS PER THE 2011 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND ACSM AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
 THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
 ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.
 MEASURING UNITS OF THIS SURVEY ARE IN U.S. SURVEY FEET.
 ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF DAWSON COUNTY, GEORGIA (PAVEL NUMBER 20080226), DATED SEPTEMBER 08, 2008, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
 THE NORTHERN BOUNDARY OF THE SURVEYED LAND IS ADJACENT, CONTIGUOUS, AND HAS ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY KNOWN AS DAWSON FOREST ROAD AND THE WESTERN BOUNDARY OF THE SURVEYED LAND IS ADJACENT, CONTIGUOUS, AND HAS ACCESS TO A PUBLICLY DEDICATED RIGHT-OF-WAY KNOWN AS GEORGIA HIGHWAY 400 U.S. HIGHWAY 19.
 INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
 INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES. THE GROUND ELEVATION OF THE EXISTING STRUCTURE, TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL. THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.
 STATE WATERS AND BUFFERS AS SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE, TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED HEREON.
 THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.
 TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.
 FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON AUGUST 7, 2014.

**DAWSON FOREST ROAD
 A.K.A. HIGHWAY 318
 (RIGHT OF WAY VARIES)**

Filed in Office: 09/25/2014 03:40PM
 Plat Doc: PLAT
 BK 00031 Pg 0041
 Justin Powell Clerk of Court
 Dawson County



TerraMark Land Surveying, Inc.
 1388 Balle Ferry Road
 Marietta, Georgia 30066
 Phone No. (770) 421-1827
 Fax No. (770) 421-0522
 E-mail: info@terra-mark.com
 C. O. A. #LS0000870

TerraMark
 PROFESSIONAL LAND SURVEYING

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 86°08'31" E	112.74'
L2	N 87°51'22" E	112.33'
L3	S 28°43'18" E	26.62'
L4	S 15°09'09" E	85.00'
L5	S 12°22'14" E	101.00'
L6	S 16°59'08" E	20.89'

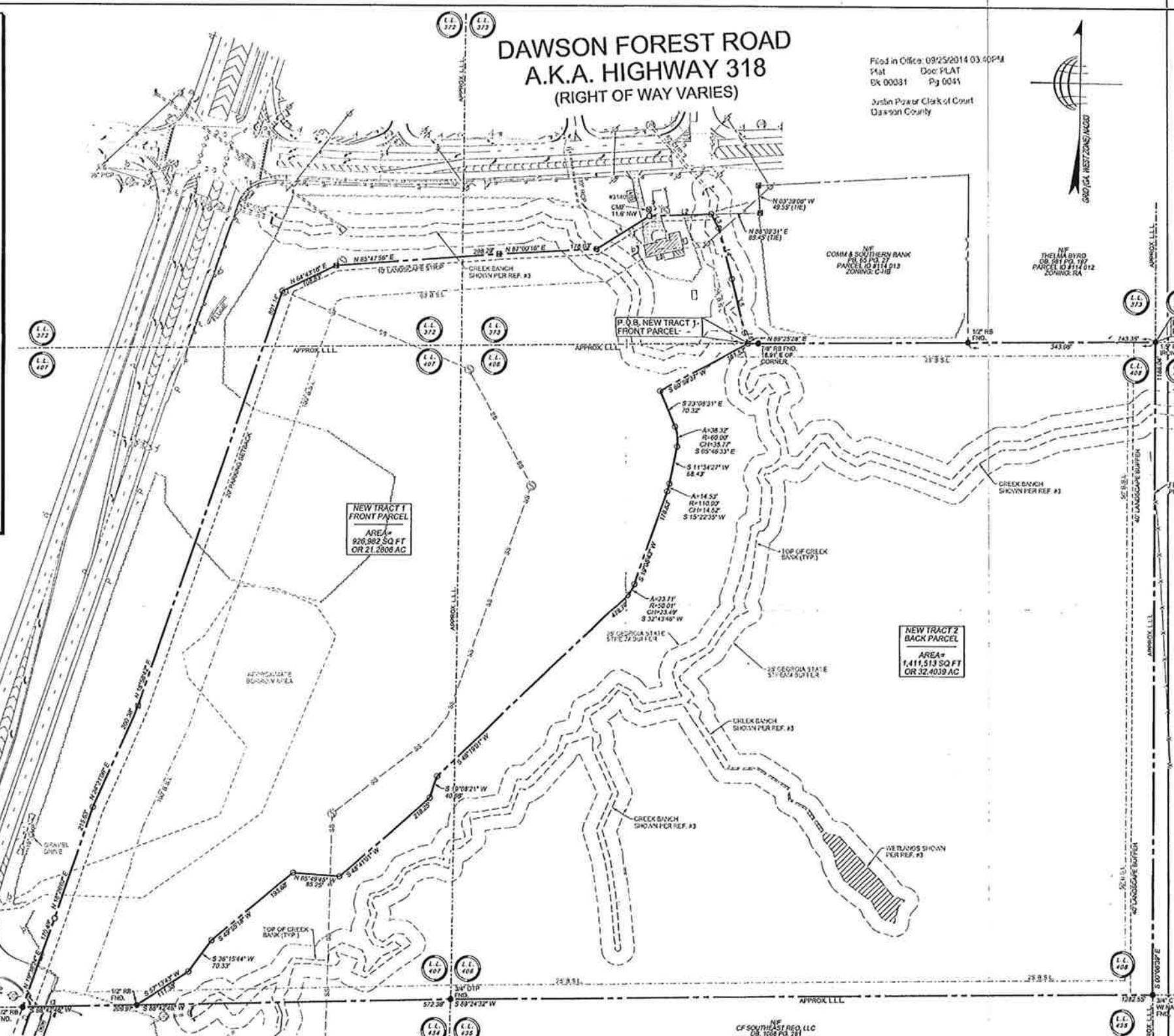
APPROVED
 SEP 25 2014
 FOR RECORDING

Planning approval is not approval from the Health Department. Contact that agency for approval.

**GEORGIA HIGHWAY 400
 A.K.A. U.S. HIGHWAY 19
 (RIGHT OF WAY VARIES)**

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPTOP)
AC	ACRE	NF	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
BL	BUILDING SETBACK LINE	PB	PLAT BOOK
BW	BARB WIRE	PG	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CF	CHAIN LINK FENCE	POC	POINT OF COMMENCEMENT
CLP	CORRUGATED METAL PIPE	R	RADIUS LENGTH
CMP	CORRUGATED METAL PIPE	RW	RIGHT OF WAY
CONC	CONCRETE	RWH	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PIPE	REAR	REAR
DB	DEED BOOK	RCF	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	SDC	STORM DRAINAGE CONNECTION
FDG	FIRE DEPARTMENT CONNECTION	SQ	SQUARE FEET
FND	FOUND	SSE	SANITARY SEWER EASEMENT
HDP	HIGH DENSITY POLYETHYLENE PIPE	WPF	WOOD PRIVACY FENCE
HPF	IRON PIN FOUND		



LEGEND

---	CURB AND GUTTER (C/G)
-X-	FENCE
-SS-	STORM DRAIN LINE
-S-	SANITARY SEWER
-W-	WATER LINE
-G-	GAS LINE
-U-	UNDERGROUND POWER LINE
-O-	OVERHEAD POWER LINE
-COM-	COMMUNICATION
----	PROPERTY LINE
□	CONC RW MONUMENT FND.
□	CATCH BASIN (DWCB)
□	CATCH BASIN (SWCB)
□	DROP INLET (DI)
□	JUNCTION BOX (JB)
□	HEAD WALL (HW)
□	CURB INLET (CI)
□	FLARED END SECTION (FES)
□	SS MANHOLE (SM)
□	CLEANOUT (CO)
□	FIRE HYDRANT (FH)
□	WATER VALVE (WV)
□	WATER METER (WM)
□	WATER VALVE MARKER
□	TRANSFORMER BOX (TX)
□	AIR CONDITIONER (AC)
□	ELECTRIC METER (EM)
□	ELECTRIC UTILITY
□	LIGHT POLE (LP)
□	POWER POLE (PP)
□	UTILITY MANHOLE (UM)
□	X-WALK SIGNAL
□	GAS METER (GM)
□	GAS VALVE (GV)
□	TRAFFIC SIGNAL BOX (TSB)
□	TRAFFIC SIGNAL
□	MAIL BOX
□	SIEN
□	CONCRETE AREA
□	TREELINE

MINOR PLAT FOR

Project No.	Survey No.	Area	Acres
2014-080	011	0.11	0.0025
2014-080	012	0.11	0.0025
2014-080	013	0.11	0.0025
2014-080	014	0.11	0.0025
2014-080	015	0.11	0.0025
2014-080	016	0.11	0.0025
2014-080	017	0.11	0.0025
2014-080	018	0.11	0.0025
2014-080	019	0.11	0.0025
2014-080	020	0.11	0.0025

MINOR PLAT FOR
 DAWSON FOREST OWNER, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DAWSON FOREST HALPERN GROUP, CONGRESSIONAL LIBRARY COMPANY, AND C. A. WISE, CONGRESSIONAL LIBRARY COMPANY, A GEORGIA LIMITED LIABILITY COMPANY, LOCATED IN LAND LOTS 372, 373, 406 & 407, SOUTH HALF 13 DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA

REFERENCE MATERIAL

- WARRANTY DEED WITH RIGHTS OF SURVIVORSHIP TO JOHN R. & ROBEY E. SHIRY DATED MARCH 10, 2010 RECORDED IN DB, 843 PG. 575 AMONG THE LAND RECORDS OF DAWSON COUNTY, GEORGIA
- ALTA/ACSM LAND TITLE SURVEY FOR DAWSON FOREST PROPERTIES, LLC, INTEGRITY BANK & CHICAGO TITLE INSURANCE COMPANY PREPARED BY GEORGE W. LITTLE, DATED SEPTEMBER 15, 2009
- SITE TOPOGRAPHIC AND DESIGN FILE FROM EASLAN CAPITAL OF ATLANTA, INC. RECEIVED ELECTRONICALLY ON APRIL 7, 2008

SITE INFORMATION

CURRENT OWNER: JOHN R. & ROBEY E. SHIRY
 DB, 843 PG. 575
 TAX PARCEL ID # 114 031
 ADDRESS: 4130 DAWSON FOREST ROAD
 ZONING: C-HB (HIGHWAY BUSINESS)
 JURISDICTION: DAWSON COUNTY
 SETBACKS AND LANDSCAPE BUFFERS SHOWN PER REF. #3
 MAXIMUM BUILDING HEIGHT: 35 FEET
 MINIMUM LOT SIZE: 43,500 SQ FT OR 1 AC

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 1801 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. § 5-8-67, AUTHORITY O.C.G.A. SECS. 15-8-47, 43-15-4, 43-15-4, 43-15-19, 43-15-22

SCOTT E. BURSHAL, RLS
 REGISTERED NUMBER: 3037

AREA TABLE

NEW TRACT 1 - FRONT PARCEL:	926,982 SQ FT OR 21.2806 AC
NEW TRACT 2 - BACK PARCEL:	1,411,513 SQ FT OR 32.4039 AC
OVERALL:	2,338,495 SQ FT OR 53.6845 AC



DAWSON COUNTY PLANNING COMMISSION MEMORANDUM

DATE: MAY 10, 2016

TO: DAWSON COUNTY PLANNING COMMISSION

FROM: RACHEL BURTON, PLANNING AND DEVELOPMENT DIRECTOR

MEETING: MAY 17, 2016 @ 6:00 P.M. – DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303

CASE #: ZA 16-02

APPLICANT: Dawson Forest Developer, LLC

STATUS OF APPLICANT: Owner

SITE LOCATION: 1173 Highway 400 South (TMP 114-031)

COMMISSION POST: 4

REQUESTED ACTION: Special Use Permit

PROPOSED USES: Commercial Retail

SURROUNDING ZONING DISTRICTS: North – C-HB (Commercial Highway Business) & C-PCD (Commercial Planned Comprehensive Development)
South – C-IR (Commercial Industrial Restricted)
East – RA (Residential Agriculture)
West - C-HB (Commercial Highway Business)

SURROUNDING LAND USES: North – Commercial Retail Property
South – Undeveloped Commercial Industrial Property
East – Undeveloped Residential Property
West – Commercial Retail Property

FLUP CLASSIFICATION: Commercial Highway Business

SUBJECT PROPERTY HISTORY: ZA 14-08 – rezoned from C-HB to C-PCD in 2014
VR 14-21 – variance for additional free standing sign on GA 400 in 2014
ZA 88-05 – rezoned from RA to C-HB in 1988
ZA 87-12 – rezoned from RA to C-HB in 1987
ZA 87-08 – rezoned from RA to RMHT in 1987

ACCESS: Highway 400 and Dawson Forest Road

ANALYSIS AND COMMENTS:
The subject property consists of approximately 53.64 acres (TMP 114-031). The subject property is currently zoned C-PCD. Adjacent properties are residential agriculture and commercial highway/commercial industrial business.

The 2033 Comprehensive Plan Future Land Use Map recommends the property be Commercial Highway Business.

The applicant has notified Dawson County in the letter of intent that he intends to open a PetSmart store to include the sale of pet food, pet supplies, live animals, pet grooming, pet training, animal adoptions, veterinary services and related goods and services at the proposed Dawson Crossroads.

The following observations should be noted with respect to this request:

A. The existing uses and classification of nearby property.

The adjacent properties surrounding the subject property are zoned C-HB, C-IR and RA with vacant residential property.

B. The extent to which property values are diminished by the particular land use classification.

The Future Land Use Plan (FLUP) currently recognizes Commercial Highway Business for the subject property. The proposed rezoning does align with the FLUP.

C. The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public.

The rezoning would be in keeping with the welfare of the community and promote the health, safety, morals and general welfare of the public interest.

D. The relative gain to the public, as compared to the hardship imposed upon the individual property owner.

This business would further diversify the commercial uses within Dawson County.

E. The suitability of the subject property for the proposed land use classification.

The subject property is suitable for the proposed special use permit within the C-PCD zoning district.

F. The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property.

The subject property has previously been vacant, however recently the property was approved for future commercial development.

G. The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

The proposed development is suitable for the proposed special use permit for the PetSmart business.

Photograph:



Zoning sign on subject property.

Pertinent County Departments have provided the following comments regarding the proposed development:

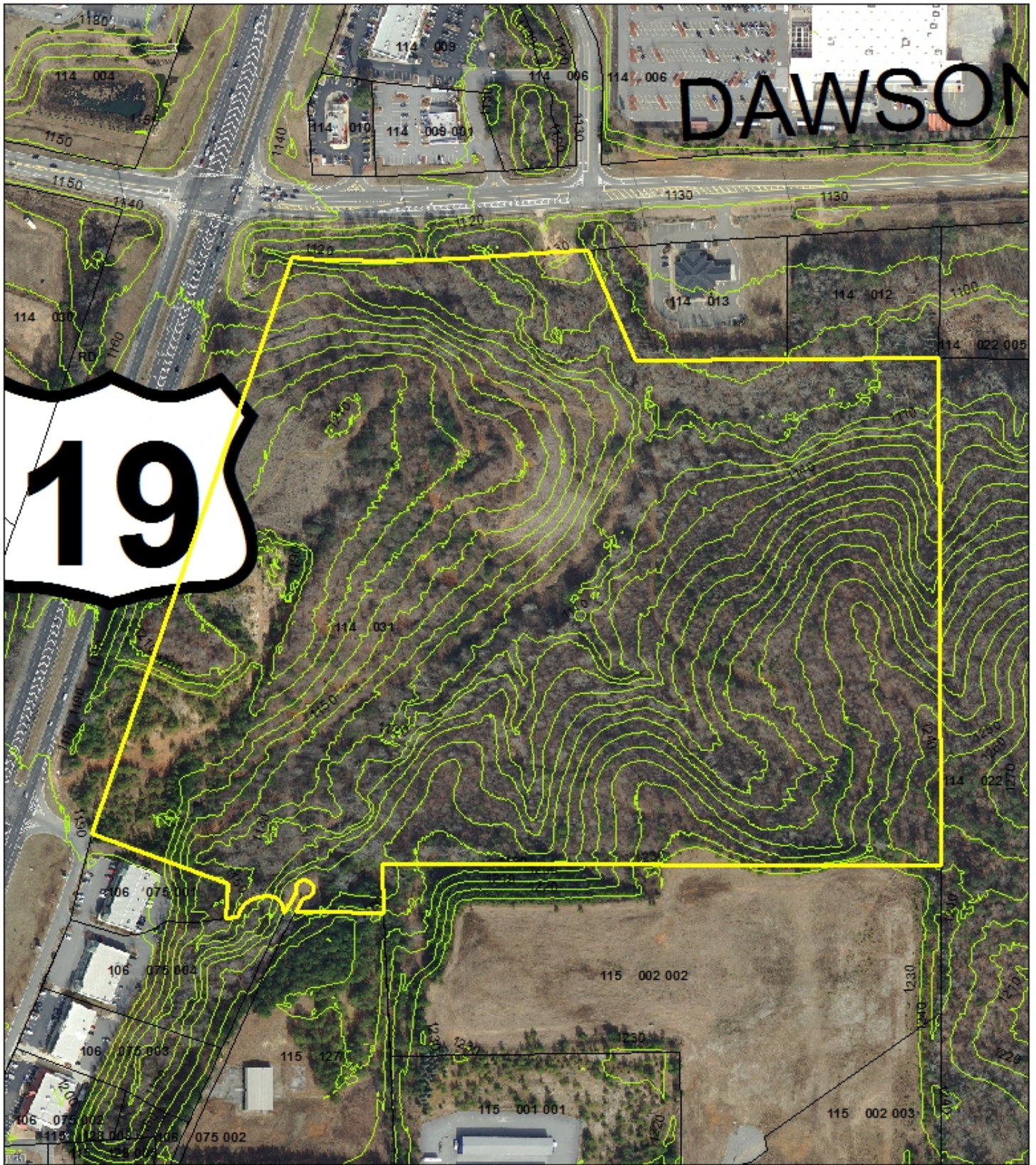
- a) **Engineering Department** – No comments necessary.
- b) **Environmental Health Department** – No comments necessary.
- c) **Emergency Services** – No comments necessary.
- d) **Etowah Water & Sewer Authority** – No comments at this time.
- e) **Dawson County Sheriff's Office** – No comments necessary.
- f) **Board of Education** – No comments necessary.
- g) **Georgia Department of Transportation** – No comments necessary.

Recommendation:

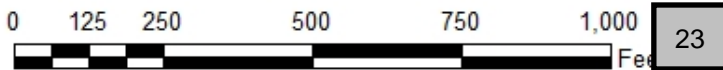
Staff has reviewed the application for the special use permit for the subject property. Based on the information provided and the surrounding uses staff recommends **APPROVAL** of the special use permit for the proposed PetSmart to allow for the proposed uses as applied.

cc: Dawson County Board of Commissioners
Randy Dowling, County Manager
Joey Homans, County Attorney
Danielle Yarborough, County Clerk

Attachments: Maps

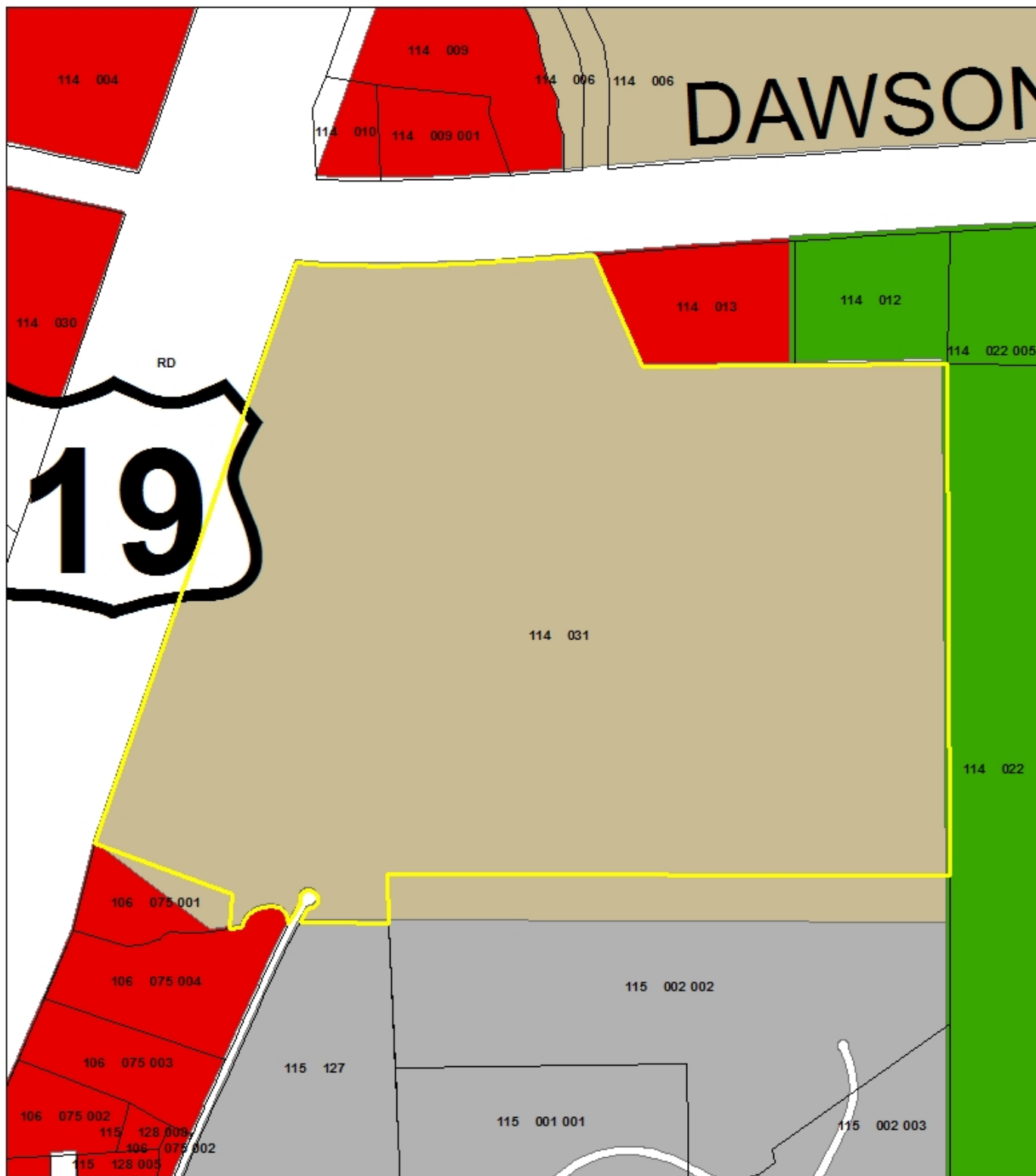


- Legend
- Parcel
 - County Line
 - Dawsonville
 - 2013 Aerial
 - 1:25,000
 - █ Red Sand
 - █ Green Sand
 - █ Blue Sand

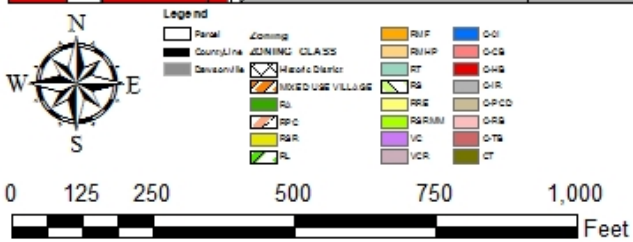


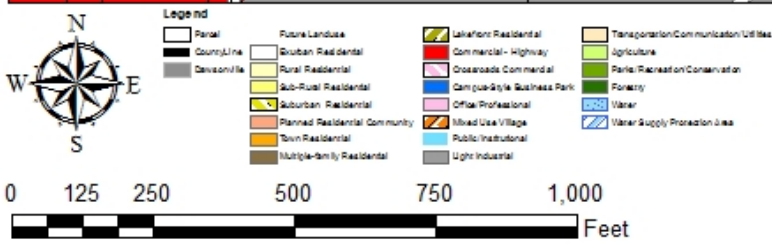
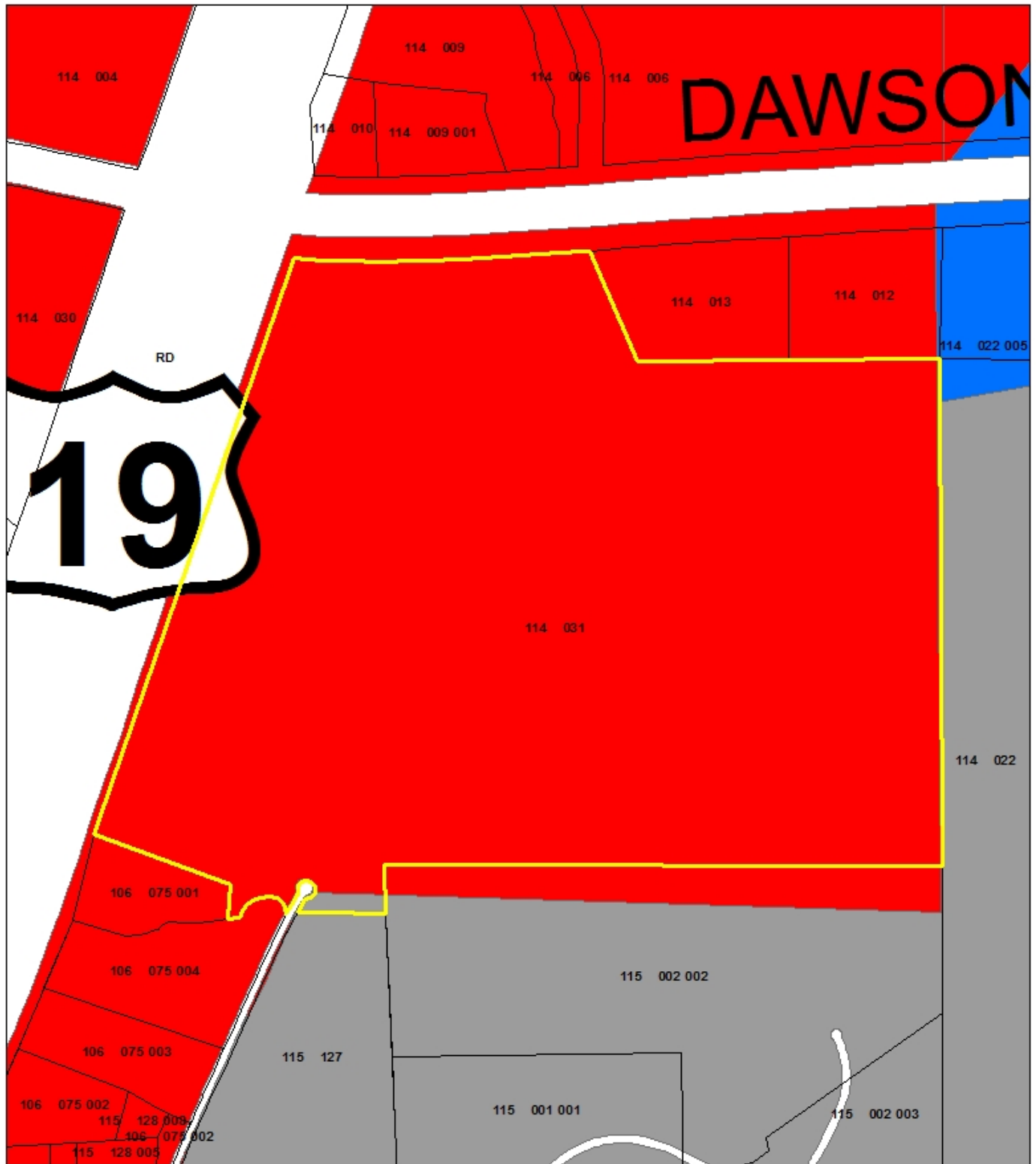
23

ZA 16-02
Aerial w/Topo



ZA 16-02 Existing Zoning





**ZA 16-02
Future Land Use**

Backup material for agenda item:

1. Consideration of Public Defender Request for Additional Funds



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 06/09/2016

Prepared By: H. BRADFORD MORRIS, JR.

Voting Session: 06/16/2016

Presenter: H. BRADFORD MORRIS, JR.

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR ADDITIONAL SUPPLEMENT FUNDS - PUBLIC DEFENDER

Background Information:

Please see attached.

Current Information:

Please see attached.

Budget Information: Applicable: Not Applicable:

Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	511200	\$36,000	\$24,192.08	Additional \$7,000 (\$43,000 total)	

Recommendation/Motion: MOVE TO INCREASE THE SALARY-TEMP BUDGET BY \$7,000 (\$12,000 PER YEAR, PRORATED TO REMAINDER OF FISCAL YEAR STARTING JUNE 1, 2016 UNTIL DEC. 31, 2016.

Department Head Authorization: H. Bradford Morris, Jr.

Date: 5/23/16

Finance Dept. Authorization: Vickie Neikirk

Date: 5/23/16

County Manager Authorization: Randall Dowling

Date: 5-23-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Finance Note: Increase to come from Contingency Acct. 100-00-1500-579000-000 (Current Balance is \$37,725).

ATTACHMENT I

TO DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Background Information:

Our Dawson County office has one Dawson County-funded attorney, Rob McNeill, who is a State employee via a contract with Dawson County. In the past, there have been entry-level attorneys assisting him who have either been State employees or Hall County employees. There is one Hall County-employed attorney whose compensation packet is funded 50% by Dawson County via an Intergovernmental Agreement. Considering the “half” attorney who is funded by Dawson County and the fact that there are four State-funded attorneys, including the Circuit Public Defender, for the entire Judicial Circuit, our office has always placed one additional full-time attorney in the Dawson County office. Typically, these have been entry-level attorneys who worked under Mr. McNeill’s tutelage and guidance. These young attorneys typically do not stay in their employment very long, and this has been the case over the past years. The most recent attorney, Kristian McPeek, left our employ this past February, leaving the position open. We have been sending Hall County attorneys to the Dawson office to fill the gap. We have been looking for a better solution to give our Dawson County office great support in a more long-term solution.

Current Information:

We had the opportunity to hire an experienced, seasoned attorney to work with Rob in Dawson. The position left vacant by Kristian McPeek was a Hall County position. Unfortunately, the salary is entry-level, at \$53,500. We have talked with David Turk, an attorney with over 30 years’ experience who is well familiar with the Dawson County Courthouse by having been in private practice in Dawson County for years, and most recently having been the contract conflict attorney for the GPDC (our State agency who pays for conflict cases) both in Dawson County and in the Enotah Circuit. Mr. Turk was also the first appointed District Attorney in the Enotah Circuit and more recently the first full-time Juvenile Court Judge in the Enotah Circuit where he started a very successful Family Drug Court among other accomplishments.

We were able to increase the base salary to \$60,000 by requesting an additional \$5,000 in light of the fact that Mr. Turk is so much more qualified, and by shifting another \$1,500 around from another salary. However, compared to other attorneys working in this office and those who would be his peers in the State, his Hall County compensation still much lower than the norm. Attorneys with his level of experience typically earn no less than \$85,000 and many times more.

Because Mr. Turk will be stationed in Dawson County, we are asking that you approve an additional salary supplement of \$12,000 per year which would make his total compensation package \$72,000. This supplement would have no cost of employment attached to it.

Backup material for agenda item:

2. Consideration of Bid #278-16 IFB Ford Vehicles for Dawson County Government and Bid #279-16 IFB Dodge Vehicles for Dawson County Government

To view solicitation documents click

- [Ford](#)
- [Dodge](#)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 06/09/2016

Prepared By: Cara Ingley, Public Works & Davida Simpson, Purchasing Director

Voting Session: 06/16/2016

Presenter: Davida Simpson, Purchasing Director

Public Hearing: Yes No

Agenda Item Title: Presentation of Bid #278-16 IFB Ford Vehicles & #279-16 IFB Dodge Vehicles for Dawson County Government

Background Information:

Five (5) vehicles were identified in 2015 that met or exceeded the county's Vehicle Replacement Policy as it relates to mileage and maintenance cost in 2015. Vehicle Replacement Policy identifies vehicles with over 100,000 miles and/or 10 years old. All vehicles were approved in the 2016 Budget. Of the five (5) vehicles to be replaced, two (2) will be Fords and three (3) will be Dodges. Fords: IT requested a 2016 Ford Escape and the DA's Office requested a 2016 Ford Explorer. Dodges: DCES requested a 2016 Dodge Cargo Van, Facilities requested a 2016 Dodge 2500 truck and the Roads Department requested a 2016 Dodge 5500 truck. Requests were made based on the need of each department.

Current Information:

Ford: Three (3) bids were received. Jacky Jones Ford was the lowest, most responsive, responsive bidder. Both vehicles meet the requested specifications.

Dodge: One (1) bid was received. Jacky Jones Ford was the lowest, most responsive, responsive bidder. One (1) vehicle met the requested specifications. Two (2) bids were non-responsive and should be rejected.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
350	1535, 1565 & 2200	542200	\$150,000	\$150,000	\$77,425	\$72,575

Recommendation/Motion: Staff respectfully requests the Board to award #278-16 IFB Ford Vehicles & #279-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Jacky Jones Ford, Inc. from Cleveland, GA, for the purchase of two (2) Ford vehicles in the amount of \$49,425 and for the purchase of one (1) Dodge vehicle in the amount of \$28,000. The total expenditure will be \$77,425. The Board is asked to reject the Dodge 2500 Cargo Van and the Dodge Ram 5500 bids due to non-responsiveness. Funds will be paid from the Capital Projects Funds.

Department Head Authorization: David McKee, Public Works

Date: 06/02/2016

Finance Dept. Authorization: _____

Date: _____

County Manager Authorization: Randall Dowling

Date: 6-3-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

30

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

Ford & Dodge Vehicles for Dawson County Government Bid #278-16 IFB & #279-16 IFB

WORK SESSION JUNE 9, 2016



Background

- ▶ 5 Vehicles were identified as meeting or exceeding the Vehicle Replacement Policy in 2015
 - ▶ Vehicle Replacement Policy: Over 150,000 miles and/or over 10 years old
 - ▶ DA, DCES, IT, Facilities and Roads Department
- ▶ Approved for replacement in the 2016 Budget
 - ▶ Total budget \$150,000 for Capital Projects Fund
 - ▶ Any overages to come from department's budget

Vehicle List

Department	Replacing	Current Mileage	New Vehicle	Reason for Upgrade if Applicable
IT	1997 Ford Crown Victoria	172,352	2016 Ford Escape	Need to transport equipment
DCES	2007 Ford Expedition	194,480	2016 Dodge Cargo Van	Need to transport equipment to 7 stations, perform small repairs in back and to haul heavy equipment and pull trailers if needed.
Facilities	1997 Ford F150	165,506	2016 Dodge 2500, 8' box	Needed to pull heavy equipment, bobcat and other lawn equipment
Roads Department	2007 Chevrolet 2500 Truck	214,450	2016 Dodge 5500, Chassis only in bid, Box to be purchased separately	Larger truck is needed to haul trailers and equipment.
DA	2000 Ford Taurus	161,566	2016 F ³³ Explorer	Consistent with DA Fleet/Investigators need to transport evidence, witnesses, etc.

Acquisition Strategy & Methodology

- ▶ Advertised in Legal Organ
- ▶ Posted on County Website
- ▶ Posted on GLGA Marketplace
- ▶ Posted on Georgia Procurement Registry
- ▶ Emailed notification through vendor registry
- ▶ Notification through County's Facebook and Twitter accounts
- ▶ Notification through Chamber of Commerce
- ▶ Notified previous vendors
- ▶ **3 Ford bids received**
- ▶ **1 Dodge bid received**

Pricing - Ford

Company	Ford Explorer	Ford Escape	Delivery Time
Jacky Jones Ford	\$27,000.00	\$22,425.00	8-12 weeks
Speedway Commercial & Fleet	\$28,964.10	\$22,462.10	14-16 weeks 12-14 weeks
Allan Vigil Ford/Hop Mosel <i>(state contract holder)</i>	\$30,061.00	\$22,915.00	Not provided

Pricing - Dodge

Company	2500 Ram for Facilities	5500 Ram for Roads Department	2500 Cargo Van for DCES	Delivery Time
Jacky Jones Ford	\$28,000.00	Non-Responsive	Non-Responsive	8-12 weeks

Recommendation

Staff respectfully requests the Board to award #278-16 IFB Ford Vehicles for Dawson County Government & #279-16 IFB Dodge Vehicles for Dawson County Government to the lowest, most responsive, responsible bidder, Jacky Jones Ford, Inc. from Cleveland, GA, and for the purchase of two (2) Ford vehicles in the amount of \$49,425.00 and for the purchase of one (1) Dodge vehicle in the amount of \$28,000.00. The total expenditure will be \$77,425.00. The Board is asked to reject the Dodge 2500 Cargo Van and the Dodge Ram 5500 bids due to non-responsiveness. Funds will be paid the Capital Projects Funds.



**BID #278-16 IFB FORD VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 3**

Company Name: _____

Bidder's Price Proposal Forms will include pages 18-20.

Please place a check beside each vehicle included in your bid. Any item(s) not bid should be marked "No Bid" on the response forms provided. Any and all item(s) left blank will be considered a no bid for that item. If submitting multiple bids for one vehicle, indicate multiple bid options on the top of each page. Note: All pricing MUST be completed and listed on forms provided. Additional support documentation (not quotes) may be attached for reference.

- 1. Vehicle #1 – Ford Explorer
- 2. Vehicle #2 – Ford Escape

Do you accept Net 30 terms? Yes No

If no, payment terms requested: ON DELIVERY

Chris Grah
Authorized Representative (Signature)

5-25-16
Date

Govt. Sales
Authorized Representative/Title
(Print or Type)

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



**BID #278-16 IFB FORD VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 2 OF 3**

Company Name: Jacky Jones Ford

2017 XLT FORD EXPLORER - 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	27,000. ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
• BLUETOOTH (OPTIONAL LINE ITEM)	\$	Standard on
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	
DELIVERY TIME		
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	COMPLY	DOES NOT COMPLY

[Signature]
Authorized Representative (Signature)

5-25-16
Date

Gout. Sales
Authorized Representative/Title
(Print or Type)

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



**BID #278-16 IFB FORD VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 3 OF 3**

Company Name: _____

FORD ESCAPE – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	22,425. ⁰⁰
ADDITIONAL OPTIONS AS DEFINED	\$	
• BLUETOOTH (OPTIONAL LINE ITEM)	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	
DELIVERY TIME		
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	COMPLY	DOES NOT COMPLY

Clint Y. ...
Authorized Representative (Signature)

5-25-16
Date

Boat Sales
Authorized Representative/Title
(Print or Type)

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



**BID #279-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 1 OF 4**

Company Name: Jack Jones Ford

Bidder's Price Proposal Forms will include pages 18-20.

Please place a check beside each vehicle included in your bid. Any item(s) not bid should be marked "No Bid" on the response forms provided. Any and all item(s) left blank will be considered a no bid for that item. If submitting multiple bids for one vehicle, indicate multiple bid options on the top of each page. Note: All pricing MUST be completed and listed on forms provided. Additional support documentation (not quotes) may be attached for reference.

- 1. Vehicle #1 – Facilities Ram 2500
- 2. Vehicle #2 – Roads Department Ram 5500
- 3. Vehicle #3 – DCES 2500 Cargo Van

Do you accept Net 30 terms? Yes No

If no, payment terms requested: @ Delivery

Clint Drake
Authorized Representative (Signature)

5-25-16
Date

Govt. Sales
Authorized Representative/Title
(Print or Type)

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



**BID #279-16 IFB DODGE VEHICLES FOR DAWSON COUNTY GOVERNMENT
VENDOR'S PRICE PROPOSAL FORM
PAGE 2 OF 4**

Company Name: Jacky Jones

FACILITIES DEPT 2500 RAM – 1 REQUESTED	VEHICLE PRICING	
BASE PRICE	\$	<u>28,000.⁰⁰</u>
ADDITIONAL OPTIONS AS DEFINED	\$	
ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	
DELIVERY TIME		
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	COMPLY	DOES NOT COMPLY

Clint LaRue
Authorized Representative (Signature)

5-25-16
Date

Govt. Sales
Authorized Representative/Title
(Print or Type)

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

Backup material for agenda item:

3. Consideration of FY17 Legacy Link Contract



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Multiple Grants Fund

Work Session: 6-9-2016

Prepared By: Dawn Pruett

Voting Session: 6-16-2016

Presenter: Dawn Pruett

Public Hearing: Yes No

Agenda Item Title: Approval of FY17 Legacy Link Area Agency on Aging Nutrition Program Contract

Background Information:

Dawson County has an annual contract (July 1 to June 30) with Legacy Link Area Agency on Aging to provide nutrition and transportation services to the elderly at the county's senior center. The contract allows for county to receive federal/state funds for meals served to senior clients and for daily management expenses at the center.

Current Information:

The FY 2017 annual contract with Legacy Link Area Agency on Aging that begins July 1, 2016 to June 30, 2017 is for \$97,509 (federal and state funds) for nutrition site operations, transportation services, congregate meals, and home delivered meals. The county's match is \$240,348 from local funds.

The expenses for the 2016 budget from July 1 to Dec. 31, 2016 have been budgeted. The expenses for the 2017 budget from Jan. 1 to June 30, 2017 will be \$48,755 from federal/state funds and \$120,174 from a county match.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
250	5510	391000-017		\$0	\$120,174	

Recommendation/Motion: Motion to approve annual Nutrition Program Grant from Legacy Link, Inc.

Department Head Authorization: Dawn Pruett

Date: 5-18-2015

Finance Dept. Authorization: Vickie Neikirk

Date: 5/23/2016

County Manager Authorization: Randall Dowling

Date: 6-1-16

County Attorney Authorization:

Date:

Comments/Attachments:

Attached is the annual contract.



May 10, 2016

Mr. Mike Berg, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Mr. Berg:

Enclosed are two (2) original copies of the Nutrition Program Contract for FY-2017 between Dawson County Commission and The Legacy Link, Inc. The period of time for this contract is July 1, 2016 - June 30, 2017.

Also enclosed are two (2) original copies of the Georgia Department of Human Services required Subcontractor Affidavit. This affidavit verifies the subcontractor has registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. When completing this affidavit, please note; the **“Federal Work Authorization User Identification Number” should be your “E-Verify Number” and not your Tax ID number.**

After the contracts have been reviewed and approved, **please sign and notarize both copies and return both copies to The Legacy Link, Inc.** Pat V. Freeman, Executive Director of The Legacy Link, Inc. will also sign them. Please **also return us both original copies of the signed and notarized Subcontract Affidavit.** A fully executed copy of the Contract and the Subcontractor Affidavit will then be returned to your office.

If you have any questions about the contract please contact me at (678) 677-8511 (direct line) or e-mail me at lgearls@legacylink.org. We are pleased to continue working with Dawson County Commission to provide quality services to the elderly citizens of the Georgia Mountains region.

Sincerely,

A handwritten signature in blue ink that reads "Linda Earls Clark".

Linda Earls Clark
AIMS Financial Specialist

Enclosures

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with The Legacy Link, Inc. on behalf of Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Dawson County Commission
Name of Subcontractor

Nutrition Program
Name of Project

Georgia Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

E-Verify Number
not
TAX ID Number

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

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

Subject: Nutrition Program

Term: July 1, 2016 to June 30, 2017

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2016 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the DAWSON COUNTY COMMISSION, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

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

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

WHEREAS, this component of said Area Plan also includes the provision of Unified Transportation services to elderly persons;

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

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

1. Term. The term of this Agreement shall be from July 1, 2016 to 12:00 Midnight, Eastern Daylight Time, June 30, 2017.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform

the services described below with preference given to low income minority and rural elderly.

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

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,500 units of congregate nutrition services to 75 elderly persons, 24,265 units of home-delivered nutrition services to 150 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Unified Transportation services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2016 to June 30, 2017. Service must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 8,000 units of Unified Transportation services to 40 unduplicated persons.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2016 to June 30, 2017.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2016.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2016.

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

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

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Resources to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2016, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation including pursuant to this Agreement shall not exceed Fifty Six Thousand Five Hundred Twenty Seven Dollars (\$56,527.00).

(c) The total compensation paid by the Legacy to the Contractor for Unified Transportation services pursuant to this Agreement shall not exceed Eleven Thousand Six Hundred Eight Dollars (\$11,608.00).

(d) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Six Thousand Seven Hundred Ninety

One Dollars (\$6,791.00) and federal and state funds for home-delivered meals in the amount of Twenty Two Thousand Five Hundred Eighty Three Dollars (\$22,583.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Three Thousand Nine Hundred Seventy One Dollars (\$3,971.00) will be available for nutrition site operations, and One Thousand Three Hundred Seventy Seven Dollars (\$1,377.00) for Unified Transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 24,265 home-delivered meals.

The minimum cash requirement for the term of the Agreement, being Seventeen Thousand One Hundred Twenty Nine Dollars (\$17,129.00) for congregate meals. Sixty Six Thousand Seven Hundred Twelve Dollars (\$66,712.00) for home delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Two Hundred Forty Thousand Three Hundred Forty Eight Dollars (\$240,348.00).

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

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

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified

completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

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

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc. Area Agency on Aging Plan
for July 1, 2016 to June 30, 2017;

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

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

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

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

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-122;

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

(j) Reimbursement of travel expenses under this agreement must not exceed rates in Statewide Travel Regulations. (see attachment E)

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

(l) Opinions of the Attorney General of Georgia;

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

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

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

74 Administration of Grants.

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

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

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Resources shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the

Georgia Department of Human Resources will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

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

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

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

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

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

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

17. Criminal Records Investigations. The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human

Resources respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

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

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

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

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and

ultimately to the Georgia Department of Human Resources. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Resources.

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

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

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

activity relating to the performance of this Agreement by the Contractor, its official, employees, agents or servants.

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

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

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex 1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

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

30. Termination Due to Non-Availability of Funds.

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

31. Entire Agreement; Modification.

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

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

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

*****space left blank intentionally*****

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
DAWSON COUNTY COMMISSION

CHAIRMAN

Subscribed and sworn to
in our presence:

Notary Public

Backup material for agenda item:

4. Consideration of SR 400/SR 53 Street Lighting Agreement



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 6/9/16

Prepared By: Cara Ingley

Voting Session: 6/16/16

Presenter: David McKee

Public Hearing: Yes _____ No X

Agenda Item Title: SR 400/SR 53 Street Lighting Agreement with GDOT

Background Information:

DOT is constructing a continuous flow intersection at SR 400/SR 53 utilizing federal funds. Utilization of federal funds requires the project to be designed to meet Federal Highway Standards. Previous lighting plans submitted by county staff have been altered in an attempt to cut energy and maintenance cost. The agreement is only for the SR 400 mainline overhead lighting from Beartooth Parkway to the Chamber of Commerce office.

Current Information:

GDOT has submitted an agreement to the county to install 33 LED light poles on SR 400 from Beartooth Parkway to the Chamber of Commerce office. GDOT will provide the materials and installation. The county will provide repair and maintenance and pay for the energy usage of the lighting system upon completion expected during late 2016. Staff anticipates monthly energy costs to be approximately \$400 per month for the 33 poles or about \$4,800 per year beginning January 2017. GDOT's contractor provides a 5-year warranty on materials and manufacturer defects. Following the warranty period, Dawson County will be responsible for ongoing maintenance. During the warranty period, if a pole is damaged, the maintenance will be Dawson County's responsibility. Staff would anticipate an additional budget of \$2,000 per year for property repairs and maintenance of the structures identified in the agreement. Staff does not anticipate any additional funds needed in the FY16 budget; all items will be budgeted in the FY17 budget.

Budget Information: Applicable: X Not Applicable: _____

Budgeted: Yes _____ No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	4220	531231	\$10,000	\$8,477.39	Additional \$400/month	

Recommendation/Motion: Motion to approve the 50 year agreement between GDOT and Dawson County for the energy and maintenance of the overhead lights at the SR 400/53 intersection.

Department Head Authorization: David McKee

Date: 5/31/16

Finance Dept. Authorization: Vickie Neikirk

Date: 5/31/16

County Manager Authorization: Randall Dowling

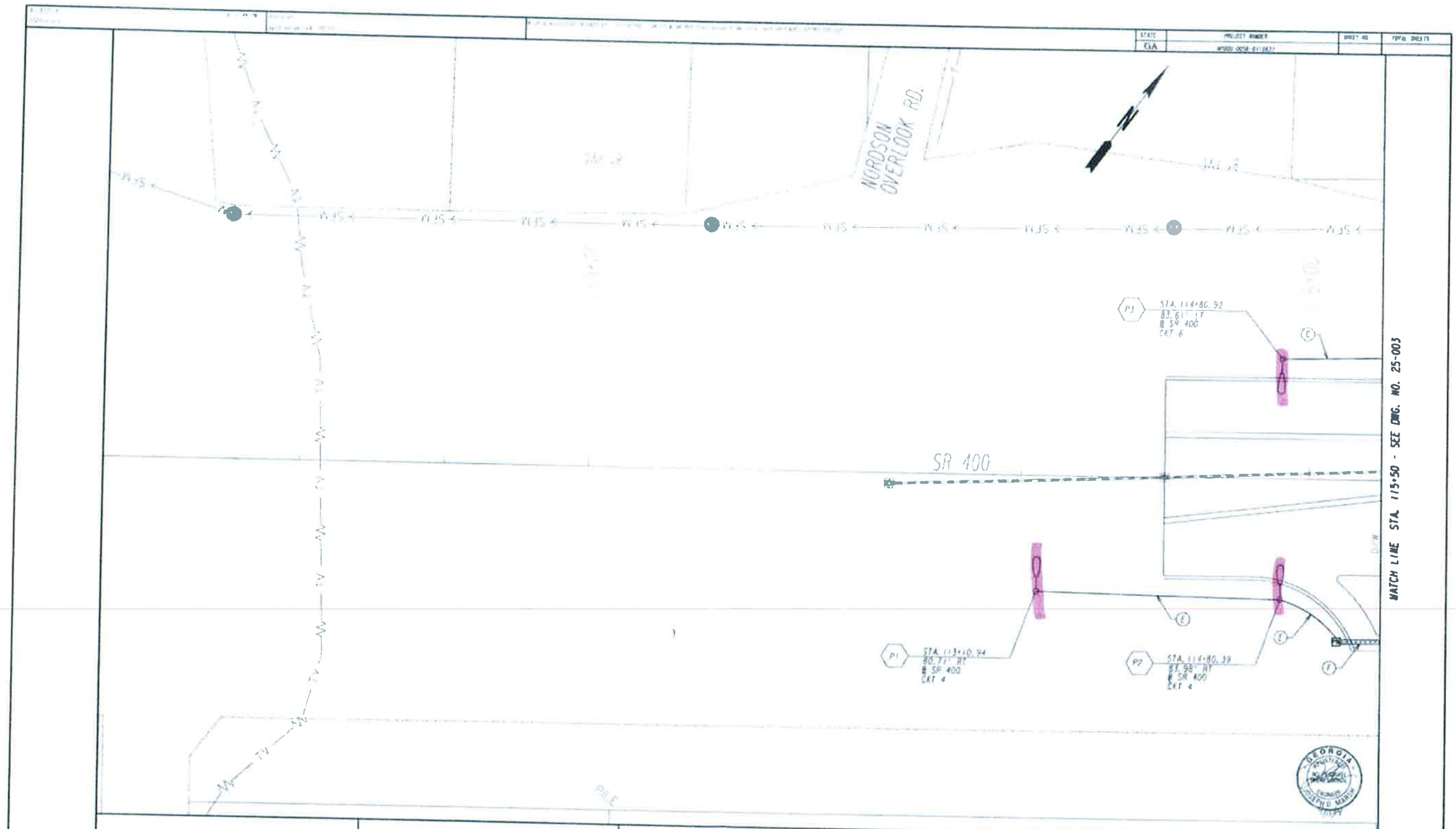
Date: 5/31/16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

The agreement and plans are attached. On the plans, the pink poles will be eliminated and the poles circled in green are poles discussed in the agreement.



MATCH LINE STA. 115+50 - SEE ENG. NO. 25-003



VOLKERT
 CONSULTING ENGINEERS
 580 CHASTAIN CENTER BLVD.
 SUITE 525
 KENNESAW, GEORGIA 30144
 (770)411-9520

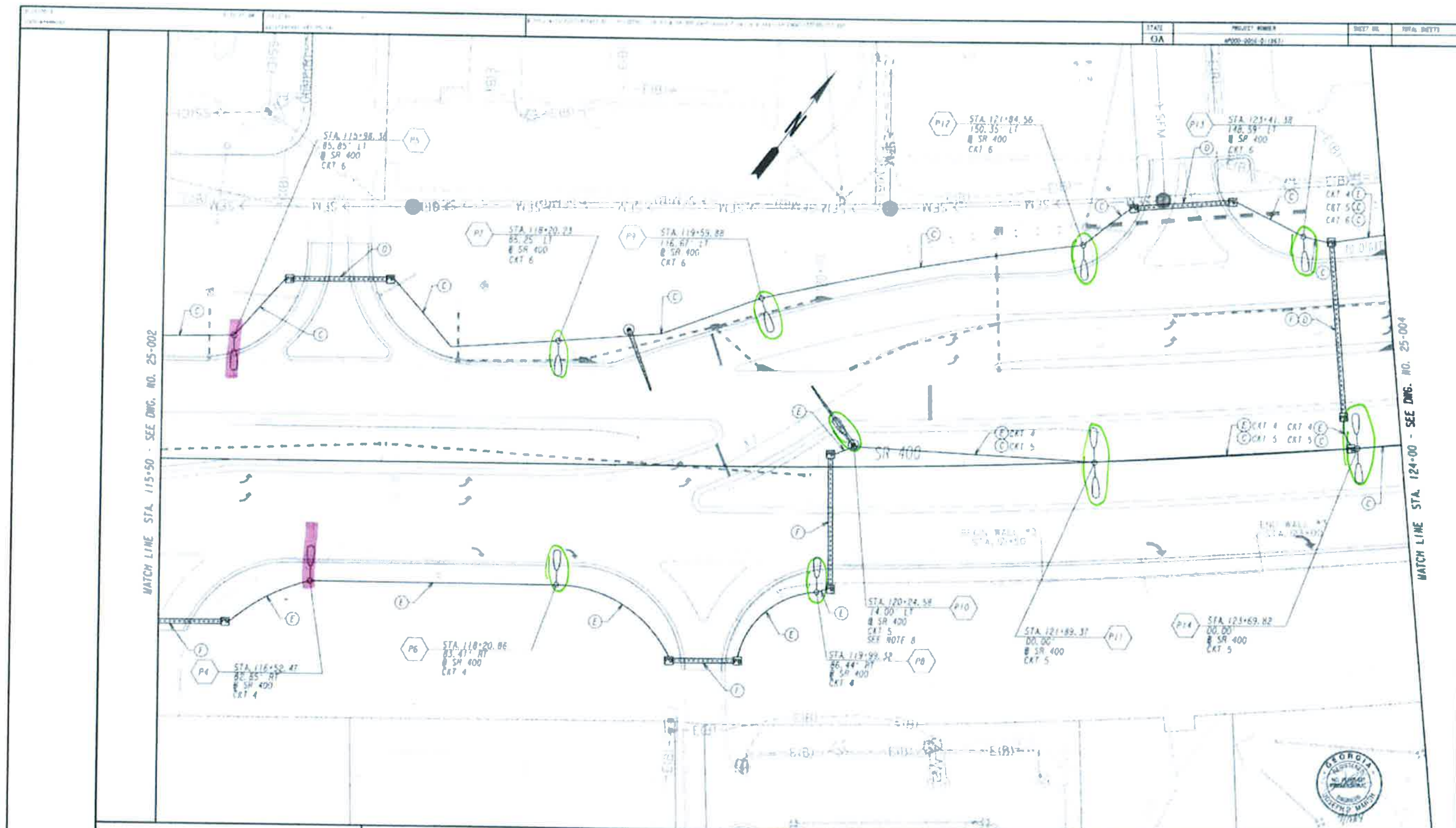
GEORGIA
 DEPARTMENT
 OF
 TRANSPORTATION



REVISION DATES

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE: ROADWAY DESIGN
LIGHTING PLANS
 SR 400 / SR 53
 STA 107+00 - STA 115+50

25-002



MATCH LINE STA. 115+50 - SEE DWG. NO. 25-002

MATCH LINE STA. 124+00 - SEE DWG. NO. 25-004

Volkert
 CONSULTING ENGINEERS
 588 CHRISTIAN CENTER BLVD.
 SUITE 525
 KEMESAW, GEORGIA 30144
 (770) 999-9520

GEORGIA
 DEPARTMENT
 OF
 TRANSPORTATION

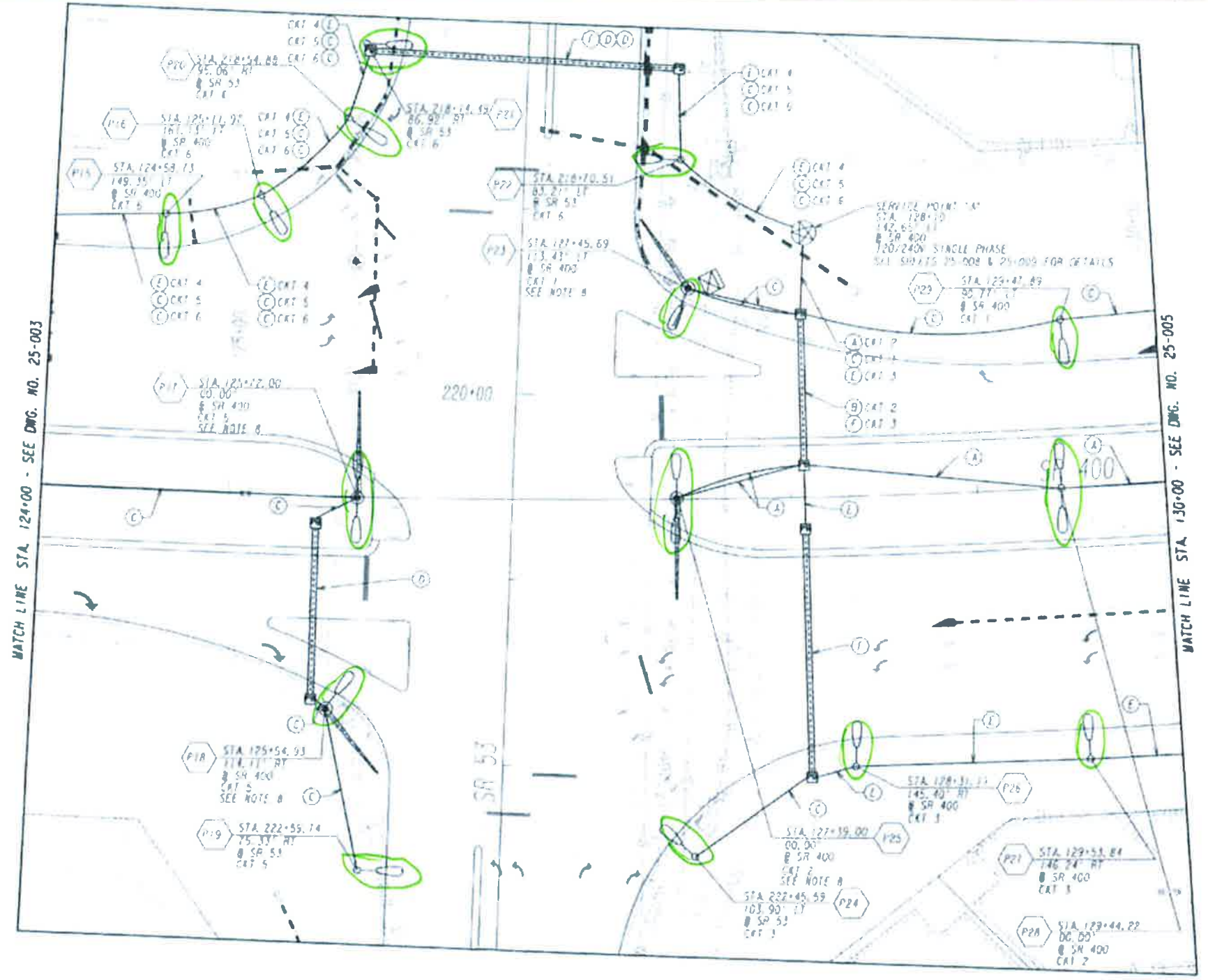


REVISION DATES

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE: ROADWAY DESIGN
LIGHTING PLANS
 SR 400 / SR 53
 STA 115+50 - STA 124+00

25-003

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	4700-024-61(6)		



MATCH LINE STA 124+00 - SEE DWG. NO. 25-003

MATCH LINE STA 130+00 - SEE DWG. NO. 25-005



VOLKERT
 CONSULTING ENGINEERS
 500 CHASTAIN CENTER BLVD.
 SUITE 535
 KENNESAW, GEORGIA 30144
 770/419-1520

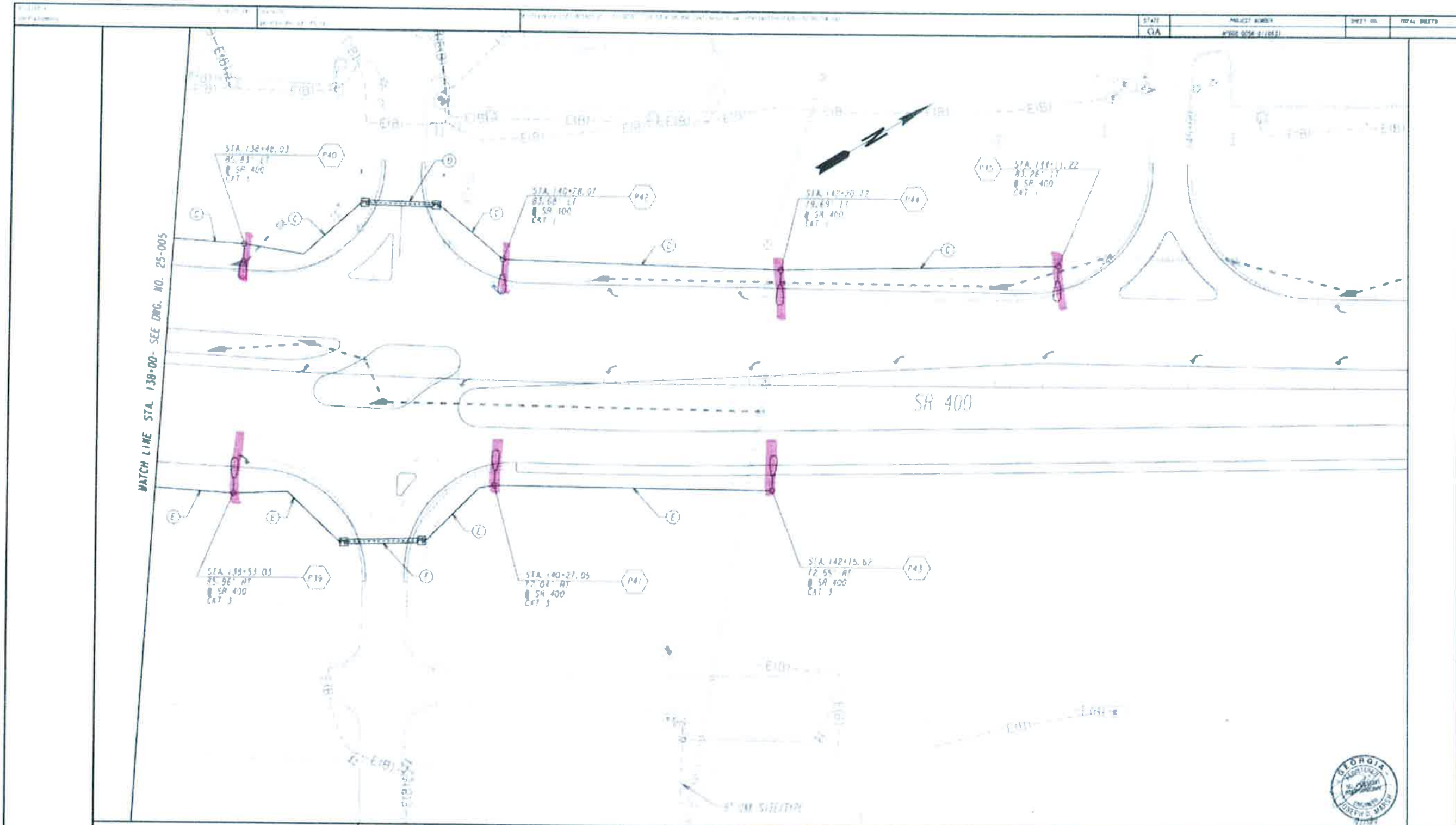
GEORGIA
 DEPARTMENT
 OF
 TRANSPORTATION



REVISION DATES

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE: ROADWAY DESIGN
LIGHTING PLANS
 SR 400 / SR 53
 STA 124+00 - STA 130+00

25-004



MATCH LINE STA. 138+00- SEE DWG. NO. 25-005

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	HWY 505 (105)		



VOLKERT
 CONSULTING ENGINEERS
 900 CUNNINGHAM CENTER BLVD.
 SUITE 530
 KENNESAW, GEORGIA 30144
 (770) 414-4520

GEORGIA
 DEPARTMENT
 OF
 TRANSPORTATION



REVISION DATES

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE: ROADWAY DESIGN
LIGHTING PLANS
 SR 400 / SR 53
 STA 138+00 - STA 146+50

25-006

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
DAWSON COUNTY, GEORGIA

This Agreement is made and entered into this _____ day of _____, 20____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**, and DAWSON COUNTY, GEORGIA acting by and through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain Lighting as part of the SR 400 @ SR 53 project in Dawson County, Georgia, said Lighting to be installed under GDOT P.I. No. 132790; and

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in: 1) Providing the Energy and 2) the Operation and Maintenance of said lighting systems at the aforesaid location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting systems at the aforesaid locations, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for the Lighting as part of the SR 400 @ SR 53 project, GDOT P.I. No. 132790, as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting systems.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

The covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

DAWSON COUNTY, GEORGIA

BY: _____
Chairman, Board of Commissioners

(SEAL)

DEPARTMENT OF TRANSPORTATION

BY _____
Commissioner

(SEAL)

ATTEST:

Treasurer

WITNESS

Notary Public

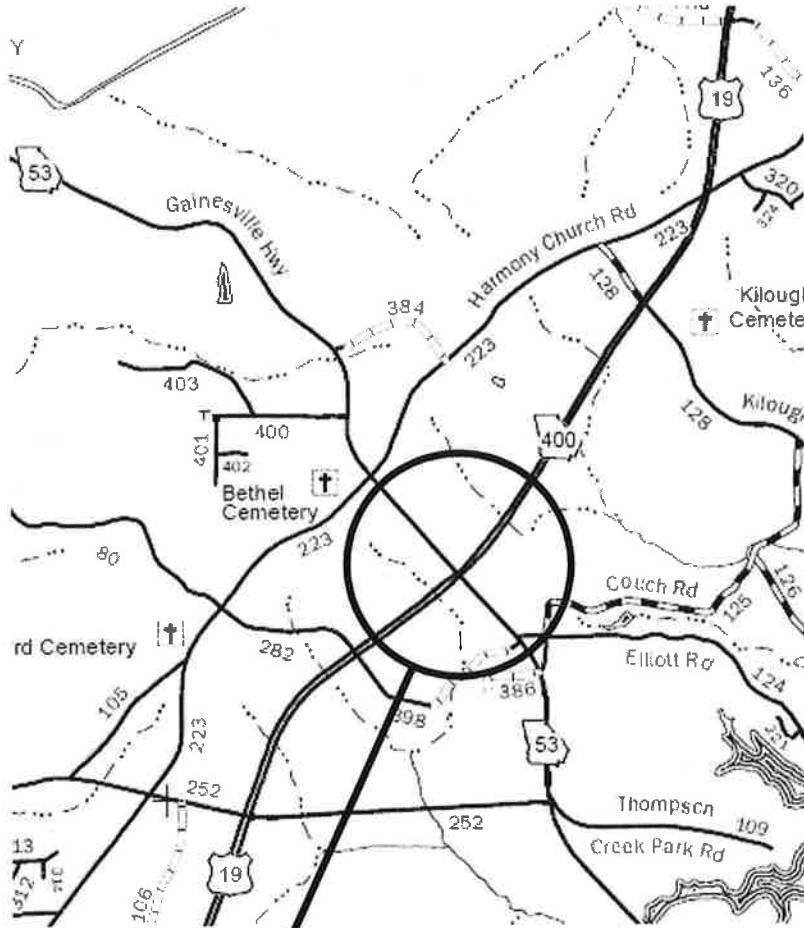
This Agreement approved by the Board of Commissioners at a meeting held at

this _____ day of _____,

20__.

Commission Clerk

Attachment "A"



Project Location Map

SR 400 @ SR 53
Project: APD00-0056-01(063)
P.I. No. 132790
Dawson County

Backup material for agenda item:

5. Consideration of Hidden Horizons Subdivision Lot 33 Gift for Drainage Easement



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: County Attorney

Work Session: 6/9/16

Prepared By: Joey Homans

Voting Session: 6/16/16

Presenter: Joey Homans

Public Hearing: Yes No

Agenda Item Title: Hidden Horizons Subdivision Lot 33 Gift to Dawson County

Background Information:

Repairs to Shadow Lane adjacent to Lot 33 of Hidden Horizons Subdivision in 2013 to improve drainage.

Current Information:

The owner of Lot 33, Linda Youngman, proposes giving the lot to the County for use as a drainage easement.

Budget Information: Applicable: Not Applicable:

Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Accept the deed of gift for Lot 33 of Hidden Horizons Subdivision

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 6-3-16

County Manager Authorization: Randall Dowling

Date: 6-3-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

1. Proposed Quit Claim Deed
2. Plat
3. Condition of road in 2013 before repairs

QUIT CLAIM DEED

STATE OF GEORGIA

COUNTY OF DAWSON

This indenture made this ____ day of _____, 2016 between Linda G. Youngman (hereinafter referred to as "Grantor"), and Dawson County (hereinafter referred to as "Grantee").

WITNESSETH:

Grantor hereby provides this Deed of Gift to Grantee transferring and conveying the following tract or parcel of land unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 396 OF THE SOUTH HALF OF THE 13TH DISTRICT AND 1ST SECTION OF DAWSON COUNTY, GEORGIA, AND BEING LOT 33 OF THE HIDDEN HORIZON SUBDIVISION, AS SHOWN ON A PLAT OF SAID SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 139 OF THE DAWSON COUNTY PLAT RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF THIS PROPERTY.

TO HAVE AND TO HOLD the said tract or parcel of land to Grantee so that neither the Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid tract or parcel of land or appurtenances or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Witness: _____

Linda G. Youngman
Grantor

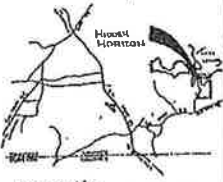
Signed, sealed and delivered in the Presence of:

Notary Public

11/10/16 10:00 AM 10/10/16 10:00 AM

Georgia, Dawson County

RECORDED IN PLAT BOOK 5 PAGE 139



LOCATION MAP
SITE 2 SECTION 2 WAS BOUND FROM US
BY...
NOT: A MAP OF THIS AREA SHOWS FIELD
LINES, AND TO THE S. AND S.W.
OF THE FROM BOUNDARIES
AND SOME FROM FIELD.

PERCOLATION TESTS							
TEST NO.	DEPTH	TIME	WATER	TEST NO.	DEPTH	TIME	WATER
1	25	11	20	11	25	11	20
2	25	11	20	12	25	11	20
3	25	11	20	13	25	11	20
4	25	11	20	14	25	11	20
5	25	11	20	15	25	11	20
6	25	11	20	16	25	11	20
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90	25	11	20	100	25	11	20

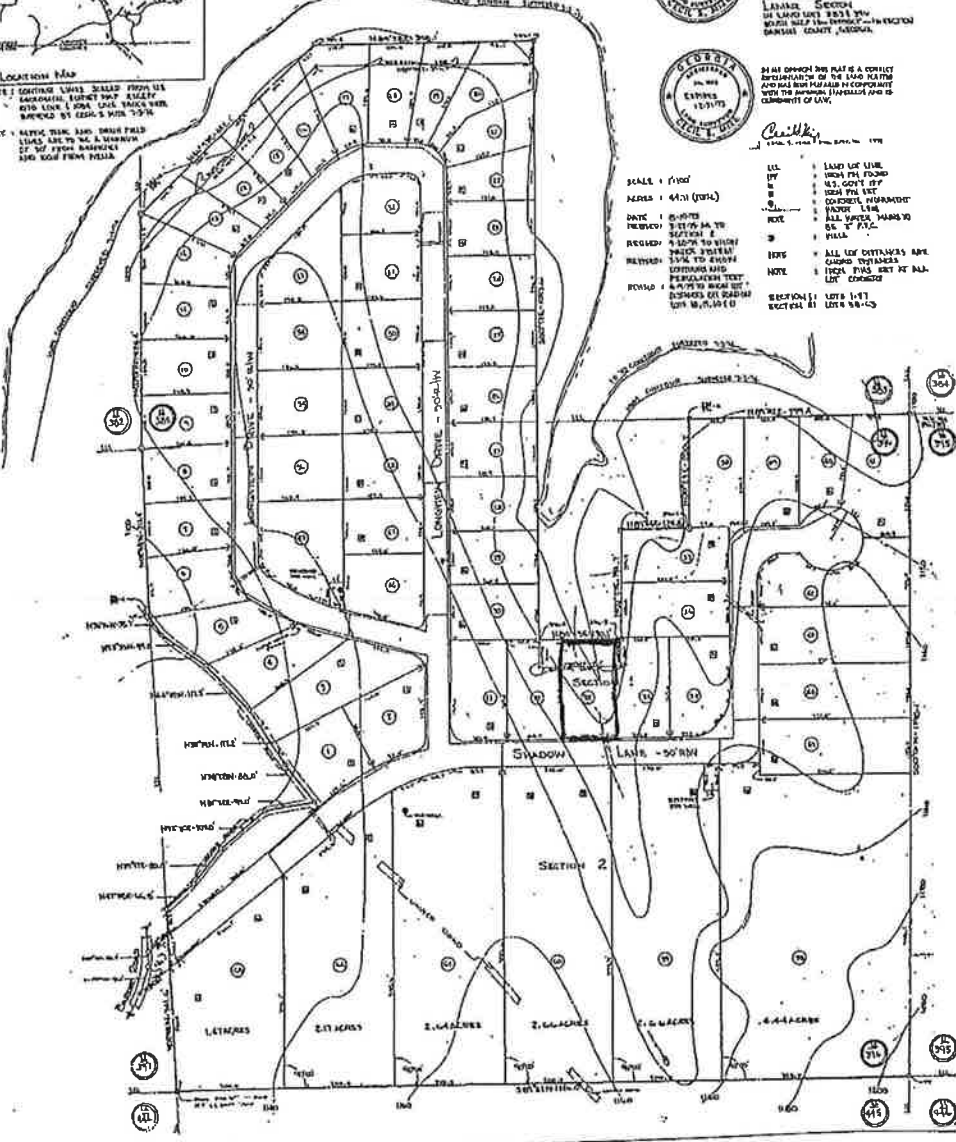
GEORGIA
SUPERIOR COURT
RECORDS & CLERK
DAWSON COUNTY

HIDDEN HORIZON
RECORDS & CLERK
DAWSON COUNTY

AS ALL DEPOSITED THIS PLAT IS A CORRECT
REPRESENTATION OF THE LAND MATTER
AND HAS BEEN PREPARED IN COMPLIANCE
WITH THE PROVISIONS OF THE ACT OF
COMMISSIONER OF U.S.V.

Crutcher
1975 JUN 19

SCALE: 1" = 100'
DATE: 6-18-75
METHOD: 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'
REMARKS: 1. 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'
2. 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'
3. 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'
4. 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'
5. 5-10-15-20-25-30-35-40-45-50-55-60-65-70-75-80-85-90-95-100'



CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
at 9:45 AM 6-18-75
Recorded in Book 5 Page 139
This 18 day of June 1975
Ralph Medley
C.S. 9



Backup material for agenda item:

6. Consideration of Board Appointments:

a. **Dawson County Library Board of Trustees**

i. Tom Harter- *Replacing Donna Weaver* (Term: June 2016 through June 2018)

b. **Department of Family and Children Services (DFCS)**

i. Joan Gilleland (Term: July 2016 through June 2021)

c. **Board of Behavioral Health & Developmental Disabilities**

i. Lori Grant- *Replacing Kim Bennett* (Term: June 2016 through June 2017)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 6-9-16

Prepared By: Randall Dowling

Voting Session: 6-16-16

Presenter: Randall Dowling

Public Hearing: Yes No

Agenda Item Title: Board Appointments – Library Board, DFACS Board, and Behavioral Health & Developmental Disabilities Board (DBHDD)

Background Information:

The Dawson County Library Board of Trustees has an unexpired term of Donna Weaver that expires during June 2018. Tom Harter has submitted an application to fill that unexpired term (application and letter of interest is attached).

Joan Gilleland has expressed an interest to be reappointed to the DFACS Board for another five year term that begins during July 2016 and expires during June 2021.

Lori Grant has expressed an interest to be appointed to the DBHDD Board to fill an unexpired three year term that expires during June 2017 that replaces Kim Bennett.

Current Information:

The Dawson County Library Board of Trustees has an unexpired term of Donna Weaver that expires during June 2018. Tom Harter has submitted an application to fill that unexpired term (application and letter of interest attached).

Joan Gilleland has expressed an interest to be reappointed to the DFACS Board for another five year term that begins during July 2016 and expires during June 2021.

Lori Grant has expressed an interest to be appointed to the DBHDD Board to fill an unexpired three year term that expires during June 2017 that replaces Kim Bennett.

These three Boards are voluntary.

Budget Information: Applicable: Not Applicable:

Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve all appointments.

Department Head Authorization: _____

Date: _____

Finance Dept. Authorization: Vickie Neikirk

Date: 05.31.16

County Manager Authorization: Randall Dowling

Date: 5-31-16

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attached are Tom Harter's application and letter of interest and Lori Grant's letter of interest.

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 Dawson Co. Library Board

Name Tom Harter

Home Address 454 Summit Overlook Dr.

City, State, Zip Dawsonville GA 30534

Mailing Address (if different) Same

City, State, Zip _____

Telephone Number _____ **Alternate Number** _____

Fax Telephone Number _____

E-Mail Address _____

Additional information you would like to provide:

Signature Tom Harter **Date** 5/23/16

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 30533
(706) 344-3501 FAX: (706) 344-3889

Thomas C. Harter (Tom)

454 Summit Overlook Dr
Dawsonville, GA 30534

Education:

1972-74 U.S. Naval Academy (left on medical discharge)

1974-76 Georgia Tech Bachelor of Industrial Engineering

1976-77 Georgia Tech MS in Operations Research

Registered Professional Engineer in 38 states

Employment:

1977-78 Union Carbide Charleston, WV

1978-2015 Engineering Associates, Inc. Alpharetta, GA

2015-Present Quanta Services, Inc. Houston, TX

Engineering Associates (EA) is a 300+ person consulting engineering company in the field of telecommunications. Clients include large companies such as AT&T, Verizon, CenturyLink, and Windstream to smaller privately and cooperatively held public utilities to municipalities such as Chattanooga Power Board (EPB). Additional clients include government, military bases, universities, and emergency service organizations.

The services that we provided at EA generally encompass state-of-the-art design services in all of the latest technologies including fiber optic transport specifications and construction techniques, video digital headend and transport, and large scale data network design.

After joining EA in 1978 as a staff engineer and becoming a stockholder in 1985, I was President from 1986 to February 2015. From 1998 until 2008, I owned 50% of the stock of EA and, in 2008, my partner and I sold the company to Quanta Services, a Fortune 500, Houston based company. In December 2012, Quanta sold EA (plus several telecom construction companies) to Dycom Industries, another publicly held company. I resigned from my position at EA in February, 2015.

In August 2015, I returned to Quanta Services as Vice President of Engineering Services with work focused on international projects, primarily in Canada.

I was President of the Association of Communication Engineers (ACE) in 1994-95. ACE is a national organization of 30+ consulting engineering companies committed to supporting the engineering practice in the field of telecommunications.

Lori Grant

964 Old Henry Grady Road, Dawsonville, GA 30534

Objective

This resume is to provide documentation of my experience in Special Education.

Experience

Forsyth County Schools

December 1998-June 2001

- Vickery Creek Middle School gave me my first teaching job. I taught special education classes for 6th-8th grade. I replaced a teacher mid-year. I worked from December 1998-June 1999 in this position.
- A job opened up the following year at Otwell Middle School. This is the school where I completed my student teaching. It felt like home to me. I worked at Otwell from August 1999-June 2001. I taught resource language arts for 6th, 7th, 8th grade. I managed a caseload of over 20 students. I also co-taught 8th grade math and reading. These two classes were my favorite classes that I have taught in my years of teaching.

Dawson County Schools

August 2001-Present

- My first position in Dawson County was at Crossroads Alternative School, now Hightower. I taught reading, language arts, and math to middle school students in the alternative setting. These were students who were not allowed to be in the middle school due to their behaviors impeding the learning of themselves and others. I taught there from August 2001-June 2002. I liked the atmosphere at the alternative school. I would probably be there had Robinson not offered me a job. A position in special education became available at RES that was the original position I had applied for when I finished my student teaching. There were no positions available at the time, so when the opportunity arose, I took it.
- I have been teaching at Robinson Elementary School since August 2002. I have taught in all grade levels and in all subject areas at Robinson. I have been the lead special education teacher at Robinson for the past 8 years. I have served on multiple committees and leadership teams each year during my time at Robinson. I have served as the LEA for the majority of our IEP meetings for the last 8 years. I was one of the original founders of the Compass Program. I was chosen by the special ed. director at the time to join another teacher in developing the procedures for students to be entered into the program. After that, we created the program from scratch using the knowledge we had learned from the GNETs program at the time. When Compass moved to Black's Mill, I was given the choice to stay at Robinson as lead or go to Black's Mill with Compass. I chose being the lead teacher, as my desire was to become a facilitator for special education in the future.

Education

Gainesville College

August 1995-June 1997

I received an Associates of Science degree. My field of study was early childhood education.

North Georgia College and State University

June 1994-May 1995, August 1997-December 1998

I received a Bachelors Degree of Science. I majored in special education and minored in psychology.

Skills

My first year as lead special education teacher at RES was a very important year for me. We started the Compass Program, I became lead special education teacher, and I also became one of the two Mindset Trainers for the county. During that time, I was able to develop many skills that have helped me over the years. I was forced to juggle many different hats. I am very organized, so although this was a trying position, it was something that I was able to do. I developed many skills that helped me work with others. I work well with co-workers, students, and parents. I have had most of the most difficult cases on my caseload during my time at Robinson Elementary. I have proven to be an asset when working with difficult cases that involve advocates and lawyers. I always try to think of the situation from the parent's perspective – as a parent, this is something I feel I owe to the student.

As the lead special education teacher, I have gained a great understanding of the RTI system. I have been in charge of all initial evaluations and have checked each file for each student that has been sent to the county office to be evaluated during my time as lead special ed. teacher. I also have written many IEPs, which has given me great experience in the knowledge of what should be in an IEP. I have been asked to learn many different programs from IEP writing to interventions to FTE.

More than anything, I have learned what teachers and parents need to help students be more successful. This is the most important part of education – student success. I feel like I have a wide variety of skills that would be an asset to helping other teachers in this area. I feel that success for students starts from the top down. I have been at the bottom and have slowly worked my way closer to the top by proving my skills in helping provide ways to improve student success.

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

DBHDD

Name Lori Grant

Home Address 964 Old Henry Grady Rd.

City, State, Zip Dawsonville, GA 30534

Mailing Address (if different)

City, State, Zip

Telephone Number

Alternate Number

Fax Telephone Number

E-Mail Address lgrant@dawson.k12.ga.us

Additional information you would like to provide:

Signature

Lori Grant

Date

5/26/16

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 30533

(706) 344-3501 FAX: (706) 344-3889

Backup material for agenda item:

7. Consideration of Georgia Transmission Corporation Easement for Right-of- Way Agreement

Upon recording return to:
Chuck Scarborough
Georgia Transmission Corporation
2100 East Exchange Place
Tucker, Georgia 30084

Dawson Crossing – Hammonds Crossing
115 kV Transmission Line
Parcel Number(s) 297.10

STATE OF GEORGIA
COUNTY OF DAWSON

EASEMENT FOR RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **GEORGIA TRANSMISSION CORPORATION** (an Electric Membership Corporation), a Georgia corporation (hereinafter called “Cooperative”), the receipt and sufficiency of which is hereby acknowledged, the undersigned, **DAWSON COUNTY, GEORGIA**, (“Grantor”) (including Grantor’s successors and assigns) do(es) hereby grant to Cooperative, the right to from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, access roads, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below (the “Easement Area”); the right to permit the attachment of cables, lines, wires, apparatus, fixtures and appliances of any other company, or person, to said towers, frames, and poles for electric, communications or other purposes, upon and under said Easement Area; together with all rights and privileges necessary or convenient for the full enjoyment or use of said Easement Area for the purposes above described; including the right of ingress and egress within said Easement Area over the property of the Grantor, and the right to cut away and keep clear, remove and dispose of all trees and vegetation, which at maturity may reach a height of fifteen feet or more, located on said Easement Area, although Cooperative may leave any cut trees and vegetation on said Easement Area as may be required for regulatory compliance(s) or prudent construction methods which shall not be disturbed or removed by Grantor. Further, Cooperative shall have the right to remove and dispose of all obstructions on said Easement Area or that may at any time hereafter be placed thereon by the Grantor or any other person, and to cut, remove and dispose of danger trees on Grantor’s property adjacent thereto, which now or may hereafter injure or endanger any of said lines and other facilities on said Easement Area provided that on future cutting of such danger trees Cooperative shall pay to the Grantor, or to the Grantor’s successors or assigns, the fair market value of the merchantable timber so cut. The timber so cut to become the property of Cooperative.

The Easement Area is that portion of Grantor’s property in Land Lot(s) 988 and 1053, 4th District, 1st Section of Dawson County, Georgia, which is shown on the plat of survey attached hereto and made a part hereof (the “Survey”) and entitled "Dawson Crossing – Hammonds Crossing 115 kV Transmission Line / Parcel 297.10 - Easement Area Plat", dated May 4, 2016, which was prepared by Patrick P. Nunn, Georgia Registered Land Surveyor No. 2680. As verified by said plat, the total amount of land embraced by this Easement Area shall be 0.361 acre(s).

It is agreed that part of the within named consideration is full payment for all trees and vegetation cut or to be cut in the initial clearing and construction of said lines and other facilities; trees and vegetation so cut to become the exclusive property of Cooperative upon Grantor signing this easement. Between the time of Grantor signing this easement and Cooperative’s initial clearing of the Easement Area, Grantor is specifically prohibited from cutting trees and vegetation within the Easement Area.

Cooperative, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, vegetation allowed within the Easement Area, or fences cut, damaged or destroyed on said premises by the employees of Cooperative, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said lines and other facilities, except those crops and vegetation which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines and other facilities or their proper maintenance and operation, provided that Grantor shall give Cooperative written notice thereof within thirty (30) days after said alleged damage shall have been done; any growing crops damaged on said premises in the construction, reconstruction, operation and maintenance of said lines and other facilities to remain the property of the owner of said crops.

The Grantor reserve(s) the right to use the land herein before described upon which the said lines and other facilities will be erected for any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, access to, or extensions or additions to, the said lines and other facilities; and provided that no tree(s), buildings or structures other than fences (fences which shall not exceed ten feet from ground level) may be erected upon the said Easement Area. Grantor agrees not to raise or lower the surface elevation of the property within the Easement Area without specific written approval of Cooperative.

Because it is recognized that there is the absolute necessity for Cooperative, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers and interests, the same are hereby expressly granted to Cooperative: By any action at law, or in equity, by injunction, ejectment, or otherwise, to prevent the erection, or after erection to cause the removal, of any building, trees, or other structures, on or from said Easement Area whether the offending party be a successor in title to the Grantor or not.

Grantor will warrant and defend the right and title to the above described easement unto Cooperative against the claims of all persons whomsoever.

Said Cooperative shall not be liable for, nor bound by, any statement, agreement or understanding not herein expressed. Cooperative has the right to assign this easement for right-of-way in whole or in part.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, lessees and licensees, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

In witness whereof, the undersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) and seal(s) and delivered this document the _____ day of _____, _____.

Signed, sealed and delivered
in the presence of:

DAWSON COUNTY, GEORGIA

WITNESS

BY: _____
TITLE: _____

NOTARY PUBLIC

ATTEST: _____
TITLE: _____

(NOTARY SEAL)

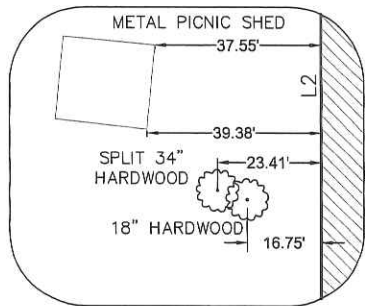
(CORPORATE SEAL)

SYMBOL LEGEND

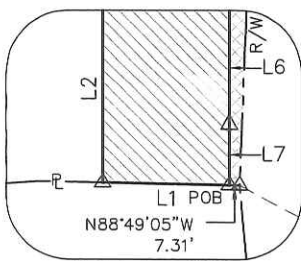
- MONUMENT FOUND
- CONCRETE MONUMENT FOUND
- MONUMENT SET
- CONCRETE MONUMENT SET - COMPUTED POINT (NOT MONUMENTED)
- ~ NOT TO SCALE
- x EXISTING FENCE (TYP)
- GUARD RAIL
- - - LAND LOT LINE
- - - ROAD R/W
- - - PROPERTY LINE
- - - DRIVEWAY OR UN-PAVED ROAD
- - - PAVED ROAD OR PARKING LOT
- ▨ ENCUMBERED EASEMENT AREA
- ▩ UNENCUMBERED EASEMENT AREA
- ▧ EXISTING GTC T/L EASEMENT

ABBREVIATION LEGEND

- A ARC LENGTH
- CH CHORD DISTANCE
- CMF CONCRETE MONUMENT FOUND
- CTP CRIMPED TOP PIPE
- LLL LAND LOT LINE
- N/F NOW OR FORMERLY
- OTP OPEN TOP PIPE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R PROPERTY LINE
- R RADIUS
- RB REBAR
- RBC REBAR WITH CAP
- R/W RIGHT OF WAY
- T/L TRANSMISSION LINE
- N.T.S. NOT TO SCALE



DETAIL B ~ N.T.S.



DETAIL A ~ N.T.S.

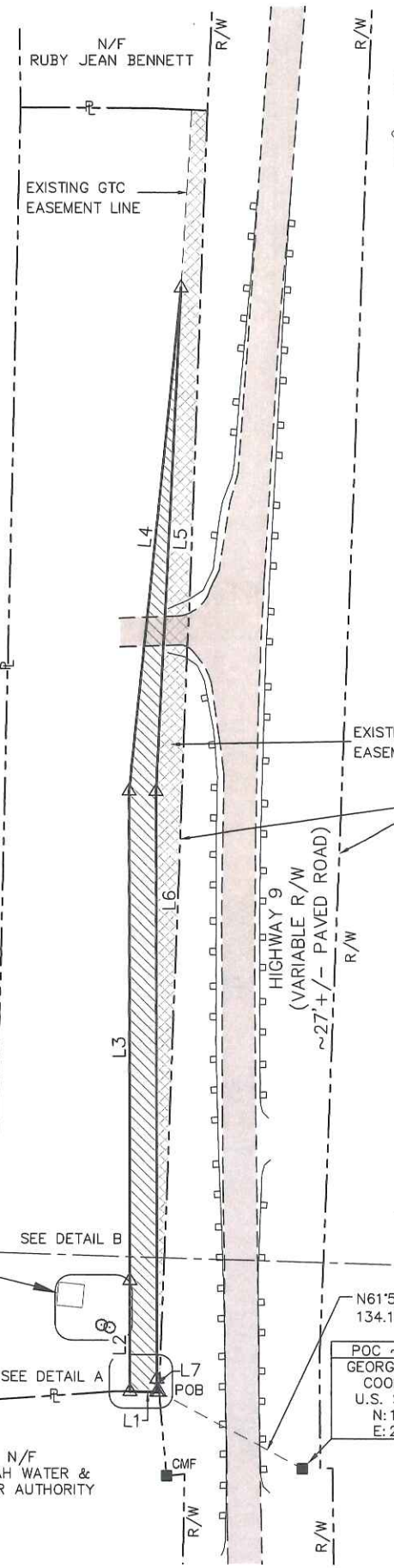


3575 KOGER BLVD, SUITE 235
DULUTH, GEORGIA 30096
(404) 739-5100
LAND SURVEYOR FIRM COA NO. LSF001182

SURVEYOR'S NOTES

- THIS PLAT, PREPARED FOR GEORGIA TRANSMISSION CORPORATION, REPRESENTS A SPECIFIC SCOPE OF SERVICES. THERE MAY BE OTHER MATTERS OF TITLE, BURDENING OR FAVORING THE SUBJECT PROPERTY, THAT ARE NOT SHOWN HEREON.
- TITLE INFORMATION PROVIDED BY FREEDOM TITLE & ABSTRACT CO., INC.; FILE NUMBER 15-124.
- THE FIELD MEASUREMENTS FOR THE ESTABLISHMENT OF PROJECT CONTROL WAS BASED ON A GPS SURVEY WITH TRIMBLE R10 GNSS RECEIVERS. THE COORDINATES WERE COMPUTED BY USING TRIMBLE BUSINESS CENTER SUBMISSION TO THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE AND ARE REPORTED IN THE NAD 83(2011) DATUM; STATE PLANE COORDINATE SYSTEM - GEORGIA WEST ZONE; US SURVEY FOOT.
- CONVENTIONAL MEASUREMENTS WERE OBTAINED USING A TRIMBLE S6 3" TOTAL STATION.
- DISTANCES AND AREA CALCULATIONS SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES CAN BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY THE PROJECT COMBINED SCALE FACTOR OF 0.999855354.
- PARCEL 297.10 HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 381,633.
- FROM A MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY AS SET FORTH IN THE PROVISIONS RELATIVE TO SUBSECTION (d) OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

GRID NORTH
GEORGIA WEST



**DAWSON COUNTY, GEORGIA
PARCEL 297.10
EASEMENT AREA: 0.361 ACRES**

LINE	BEARING	DISTANCE
L1	N88°49'05"W	22.29'
L2	N00°00'14"E	92.08'
L3	N00°00'03"W	405.78'
L4	N06°00'45"E	417.53'
L5	S02°57'09"W	416.04'
L6	S00°00'03"W	487.22'
L7	S00°04'25"W	10.85'

THIS SURVEY WAS PREPARED IN CONFORMITY WITH TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYS AND SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 5-6-67.



PATRICK P. NUNN
GEORGIA REGISTRATION NO. 2680

SUBJECT PROPERTY REFERENCE:
DEED BOOK 845, PAGE 416
PLAT BOOK 72, PAGE 181
TAX PARCEL: 097 005 003

ADJOINING PROPERTY REFERENCES:
(ETOWAH) DB 522, PG 109 & PB 58, PG 91
(BENNETT) DB 1150, PG 115



LAND LOTS 988 & 1053, 4th DISTRICT
1st SECTION, DAWSON COUNTY, GEORGIA

Rev:	DAWSON CROSSING - HAMMONDS CROSSING 115 kV TRANSMISSION LINE		
By:	Georgia Transmission Owned By Georgia's Electric Cooperatives		
Description:	PARCEL 297.10 EASEMENT AREA PLAT		
Drawn:	BCS	Approved:	PN
Checked:	AK	Approved:	
Date:	Checked: GFL	Field Date:	01-19-2016
Aprt:	Project: P96254	Plat Date:	05-04-2016
		Scale:	1" = 100'
			9269-EP
			Sheet 1 OF 1