DAWSON COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA - THURSDAY, JUNE 9, 2016 DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM 4:00 PM

NEW BUSINESS

- 1. Presentation of Public Defender Request for Additional Funds Public Defender Brad Morris
- 2. Presentation of Bid #278-16 IFB Ford Vehicles for Dawson County Government and Bid #279-16 IFB Dodge Vehicles for Dawson County Government - Purchasing Director Davida Simpson

To view solicitation documents click

- Ford
- Dodge
- 3. Presentation of FY17 Legacy Link Contract Senior Center Director Dawn Pruett
- 4. Presentation of SR 400/SR 53 Street Lighting Agreement Public Works Director David McKee
- Presentation of Hidden Horizons Subdivision Lot 33 Gift for Drainage Easement -County Attorney Joey Homans
- <u>6.</u> 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 Behaviorial Health & Developmental Disabilities
 - Lori Grant- Replacing Kim Bennett (Term: June 2016 through June 2017)
- 7. County Manager Report
- 8. County Attorney Report

Backup material for agenda item:

1. Presentation of Public Defender Request for Additional Funds - Public Defender Brad Morris



\$37,725).

DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER					Work Session: 06	/09/2016
Prepared By: <u>H. BRADFORD MORRIS, JR.</u>					oting Session: 06/	16/2016
Presenter: H. BRADFORD MORRIS, JR. Public					: Hearing: Yes	_ No <u>_X</u>
Agenda Item	Title: REQUE	ST FOR ADDIT	ΓΙΟΝΑL SUPPI	LEMENT FUNDS	S - PUBLIC DEFE	NDER_
Background l	nformation:					
Please see	attached.					
1						
Current Infor	mation:					
Please see	attached.					
Budget Inforr	nation: Appl	icable: X Not	: Applicable:		Budgeted: Yes _	No <u>X</u>
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	511200	\$36,000	\$24,192.08	Additional \$7,000	
					(\$43,000 total)	
Recommend	ation/Motion:	MOVE TO INC	CREASE THE	SALARY-TEMP	BUDGET BY \$7	,000 (\$12,000
<u>PER YEAR,</u> 31, 2016.	PRORATED	TO REMAINDE	ER OF FISCAL	YEAR START	NG JUNE 1, 2016	S UNTIL DEC.
<u> </u>						
Department I	Head Authoriz	ration: <u>H. Bradfo</u>	ord Morris, Jr.		Date: <u>5/23</u>	<u>3/16</u>
Finance Dep	t. Authorizatio	n: Vickie Neikirl	<u>k</u>		Date: <u>5/23</u>	<u>3/16</u>
County Mana	iger Authoriza	ation: Randall D	owling		Date: <u>5-23</u>	<u>3-16</u>
County Attori	ney Authoriza	tion:			Date:	<u> </u>
Comments/A	ttachments:					
	ta: Increase t	n come from Co	entingency Acct	100-00-1500-5	79000-000 (Curre	nt Balance is

3

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. Presentation of Bid #278-16 IFB Ford Vehicles for Dawson County Government and Bid #279-16 IFB Dodge Vehicles for Dawson County Government - Purchasing Director Davida Simpson

To view solicitation documents click

- Ford
- <u>Dodge</u>



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Pu	ıblic Works				Work Sess	ion: <u>06/09/2016</u>
	ara Ingley, Public n, Purchasing Dire				Voting Sess	ion: <u>06/16/2016</u>
Presenter: <u>Davi</u>	da Simpson, Purcl	hasing Director		Pub	lic Hearing: Y	es 🗌 No 🖂
Agenda Item T County Govern	Fitle: Presentation ment	of Bid #278-16	IFB Ford Vehic	les & #279-16 II	FB Dodge Veh	icles for Dawson
Background Int	formation:					
relates to mi 100,000 mile be replaced, t DA's Office requested a 2	cles were identificated and maintens and/or 10 years and/or 20 will be For requested a 2016 and Dodge 2500 ased on the need o	nance cost in 20 old. All vehicle ds and three (3) Ford Explorer. truck and the R	O15. Vehicle Reps were approved will be Dodges. DOGGES: DOGGES to oads Department	placement Policy in the 2016 Budg Fords: IT requeste requested a 2016	identifies vehiced. Of the five ed a 2016 Ford I Dodge Cargo	cles with over (5) vehicles to Escape and the Van, Facilities
Current Inform	ation:					
Dodge: One (vehicle met th	the requested specification: Applicable	d. Jacky Jones Fications. Two (2	2) bids were non-	responsive and sh	_	I.
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
350	1535, 1565 & 2200	542200	\$150,000	\$150,000	\$77,425	\$72,575
Dodge Vehicles Inc. from Cleve (1) Dodge vehi Dodge 2500 Ca Projects Funds. Department He Finance Dept. A	on/Motion: Staff restor Dawson Courling GA, for the pale in the amount argo Van and the Ead Authorization: Authorization: For Authorization: In the Authorization:	nty Government ourchase of two (2) of \$28,000. The Dodge Ram 5500	to the lowest, most 2) Ford vehicles in total expenditure bids due to non-rublic Works	st responsive, responsive the amount of \$4 will be \$77,425.	onsible bidder, 19,425 and for the Board is a unds will be paid Date: Date:	Jacky Jones Ford, ne purchase of one sked to reject the
County Attorne	y Authorization: _				Date:	
Comments/Atta	achments:					

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 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 (state contract holder)	\$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.
 Vehicle #1 – Ford Explorer Vehicle #2 – Ford Escape
Do you accept Net 30 terms? Yes No
If no, payment terms requested: ON Selvery
Out Gala 5-25-16
Authorized Representative (Signature) Date
Govt. Sales Authorized Representative/Title (Print or Type)



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

Company Name: JACK JONES FORD		
ZOIT KET FORD EXPLORER – 1 REQUESTED	VEHICLE	PRICING
BASE PRICE	\$ 27,000	
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
Authorized Representative (Signature) 604. 6465 Authorized Representative/Title	5-Z Date	5-16
(Print or Type)		
(~ ov v)ho)		



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.	20
ADDITIONAL OPTIONS AS DEFINED		
	<u>\$</u>	
BLUETOOTH (OPTIONAL LINE ITEM) ALL ADDITIONAL ADD-ONS/OPTIONS TOTAL		
AEL ADDITIONAL ADD-ONS/OPTIONS TOTAL	\$	
BASE + ADDITIONAL EQUIPMENT PRICE	\$	
TOTAL PRICE	\$	
DELIVERY TIME		
FOB CHARGE	\$	
WARRANTY (CIRCLE ONE)	COMPLY	DOES NOT COMPLY
Authorized Representative (Signature)	<u>5-25</u> Date	7-16
Govi. Spies Authorized Representative/Title		



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

	·
Company Name: <u>Jack Jones For</u>	₩
Bidder's Price Proposal Forms will include pages1	8-20.
Please place a check beside each vehicle include marked "No Bid" on the response forms provice considered a no bid for that item. If submitting mobile options on the top of each page. Note: All priprovided. Additional support documentation (not quantum provided).	ded. Any and all item(s) left blank will be nultiple bids for one vehicle, indicate multiple cing MUST be completed and listed on forms
 Vehicle #1 – Facilities Ram 2500 Vehicle #2 – Roads Department Ram Vehicle #3 – DCES 2500Cargo Var 	
Do you accept Net 30 terms? Yes	No
If no, payment terms requested: @ Delivery	
a Cirt Diale	5-25-16
Authorized Representative (Signature)	Date
Authorized Representative/Title	_
(Print or Type)	



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

Company Name:ae 4 Jones		
Q		
FACILITIES DEPT 2500 RAM – 1 REQUESTED	VEHICLE	PRICING
BASE PRICE	\$ 28,000.	52
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 Lilale	5-7	5-16
Authorized Representative (Signature)	Date	
Authorized Representative/Title (Print or Type)		

Backup material fo	r agenda item
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3. Presentation of FY17 Legacy Link Contract - Senior Center Director Dawn Pruett



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: M	Iultiple Grants	<u>Fund</u>			Work Session	on: <u>6-9-2016</u>	
Prepared By: [repared By: <u>Dawn Pruett</u> Voting Session: <u>6-16-2016</u>						
Presenter: Dav	Presenter: <u>Dawn Pruett</u> Public Hearing: Yes No						
Agenda Item T	itle: Approval	of FY17 Legacy I	_ink Area Agen	cy on Aging Nu	trition Program	Contract	
Background In	formation:						
to provide n	utrition and to ws for county	nual contract (Juransportation ser to receive feder es at the center.	vices to the e	lderly at the c	ounty's senior	center. The	
Current Inform	ation:						
30, 2017 is f congregate n The expense for the 2017	or \$97,509 (fe neals, and hon es for the 2016	ct with Legacy Lideral and state for the delivered means budget from Juluran. 1 to June atch.	unds) for nutrit ls. The county' y 1 to Dec. 31,	ion site operations match is \$240 2016 have bee	ons, transportati 0,348 from local en budgeted. Th	ion services, funds. he expenses	
Budget Informa	ation: Applica	ıble: <u>X</u> Not Appl	icable:		Budgeted: Ye	es <u>X_</u> No	
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining	
250	5510	391000-017		\$0	\$120,174		
Recommendat	tion/Motion: Mo	otion to approve	annual Nutritior	n Program Gran	t from Legacy L	ink, Inc.	
Department He	ead Authorizat	ion: <u>Dawn Pruett</u>			Date: <u>5-18</u>	<u>8-2015</u>	
Finance Dept.	Finance Dept. Authorization: Vickie Neikirk Date: 5/23/2016						
County Manag	er Authorizatio	on: <u>Randall Dowli</u>	ng		Date: <u>6-1-</u>	<u>-16</u>	
County Attorne	ey Authorizatio	n:			Date:		
Comments/Att	achments:						
Attached is th	ne annual cont	ract.					



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,

Linda Earls Clark

AIMS Financial Specialist

Rendo Ecal Clark

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: F Verify Number

Federal Work Authorization User Identification Number	not
	TAX ID Numbe
Date of Authorization	TAX SP
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 foregon Executed on,, 201 in	oing is true and correct. (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:	

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".

WITNESSETH:

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;

- Term. The term of this Agreement shall be from July 1,
 to 12:00 Midnight, Eastern Daylight Time, June 30, 2017.
- 2. <u>Description of Services.</u> 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 homedelivered 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. <u>Unexpended Funds</u>. 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.
- 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 <u>Statewide Travel Regulations</u>. (see attachment E)
- (k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);
 - (1) Opinions of the Attorney General of Georgia;
- (m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.
- 11. <u>Purchasing.</u> 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 date from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Resources, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.
- 18. Confidentiality of Individual Information. The
 Contractor agrees to abide by all state and federal laws, rules
 and regulations and policies of the Georgia Department of Human

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

- 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. <u>Publicity.</u> 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. <u>Consultant/Study Contract</u>. 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. <u>Subcontracts</u>. 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. <u>Indemnification</u>. 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. <u>Waiver of Immunity</u>. 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. <u>Debarment</u>. 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. <u>Termination</u>. 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. <u>Termination Due to Non-Availability of Funds.</u>

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.

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

namus and arrived their sear	s the day and year liftst above write
	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. Presentation of SR 400/SR 53 Street Lighting Agreement - Public Works Director David McKee



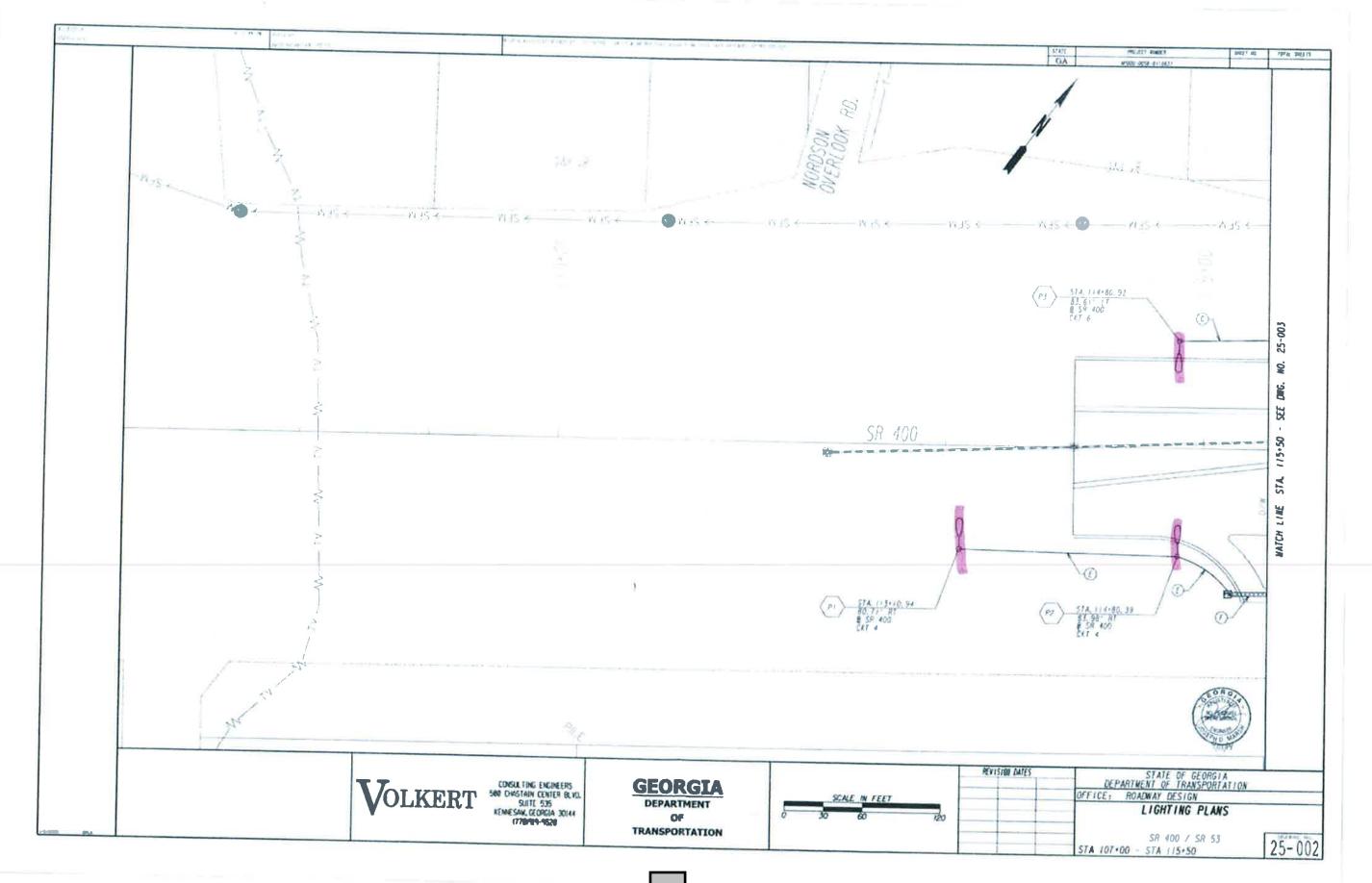
Comments/Attachments:

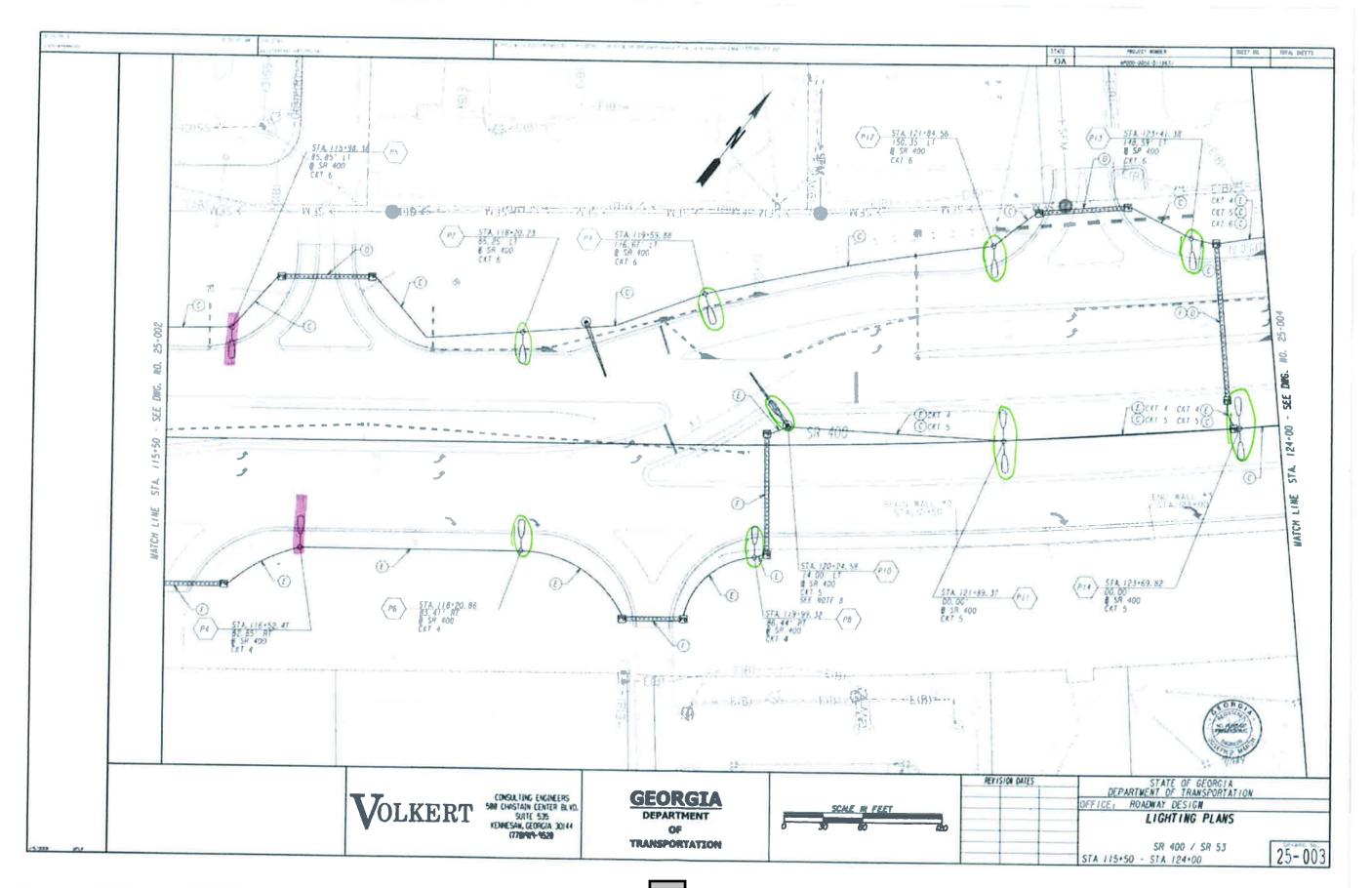
DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

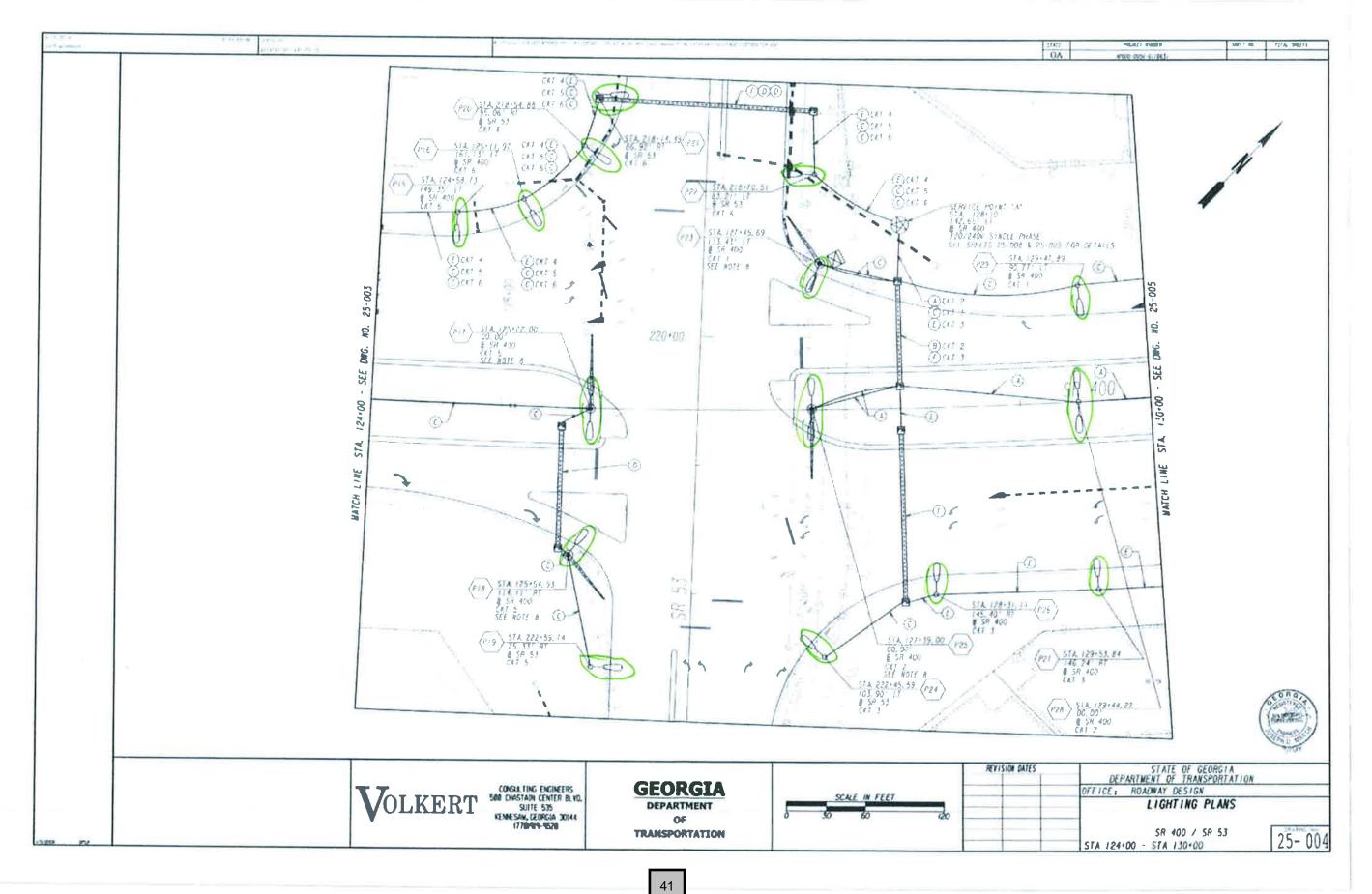
Department: Public Works					Work Session: <u>6/9/16</u>			
Prepared By:	Cara Ingley				Voting Ses	ssion: <u>6/16/16</u>		
Presenter: Da	vid McKee			Pub	lic Hearing: Ye	s No <u>X</u>		
Agenda Item	Title: SR 400/SF	R 53 Street Ligh	ting Agreement	with GDOT				
Background I	nformation:							
of federal full lighting plaimaintenance	unds requires the ns submitted be e cost. The agr	nuous flow interne project to be by county staff eement is only Commerce office.	designed to m have been a for the SR 400	eet Federal Hig Itered in an a	ghway Standar ttempt to cut	ds. Previous energy and		
Current Inforn	nation:							
Beartooth Finstallation. lighting systems be approximed GDOT's consummed with the systems of the	Parkway to the The county will em upon completely \$400 per ntractor provides riod, Dawson Copole is damage in additional but dentified in the st; all items will be	Agreement to the Chamber of Color of Co	Commerce office and maintenand during late 2016 a poles or about anty on material esponsible for control ance will be Diff does not anthe FY17 budger	se. GDOT will noce and pay for the staff anticipal at \$4,800 per years and manufact angoing mainter awson County's property repair icipate any additional and a staff and a st	provide the more the energy of	naterials and usage of the ergy costs to anuary 2017. Following the the warranty. Staff would nance of the eeded in the		
Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining		
100	4220	531231	\$10,000	\$8,477.39	Additional \$400/month			
		otion to approve	-			Dawson County		
Department H	lead Authorizati	on: <u>David McKe</u>	e <u>e</u>		Date: <u>5/3</u>	<u>1/16</u>		
Finance Dept. Authorization: Vickie Neikirk					Date: <u>5/31/16</u>			
County Manag	ger Authorizatio	n: <u>Randall Dowl</u>	ling		Date: <u>5/3</u>	<u>1/16</u>		
County Attorn	ey Authorization	า:			Date:			

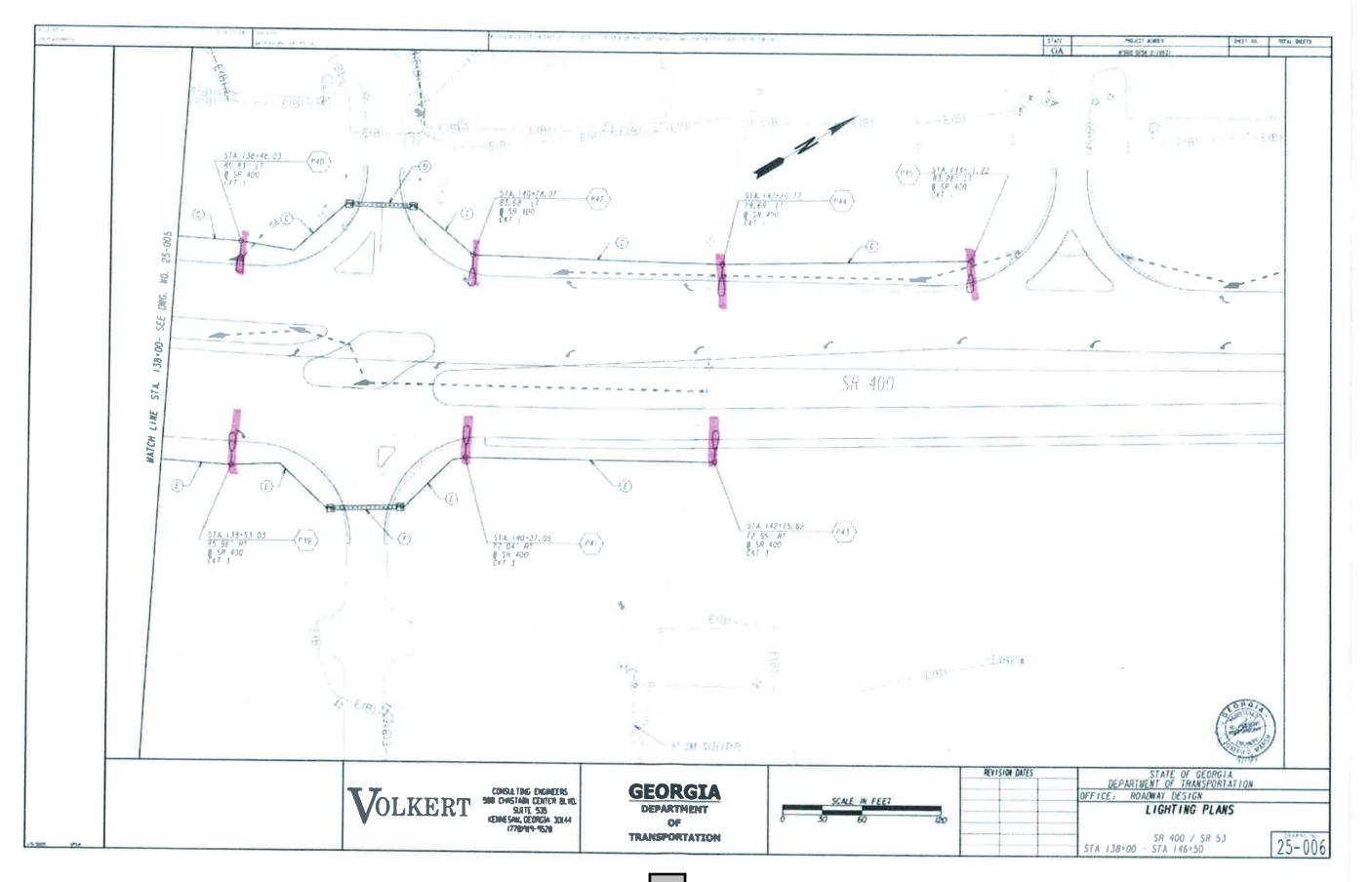
The agreement and plans are attached. On the plans, the pink poles will be eliminated and the poles circled in green are poles discussed in the agreement.

38









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 TRANSPOR	TATION, an agency of	the State of Georgia,
hereinafter called the DEPARTMENT , and DAWSON	I COUNTY, GEORGIA	acting by and through
its Board of Commissioners, hereinafter called the CO	UNTY.	
		0 2 30 4 20 40
WHEREAS, the COUNTY has represented to the	ne DEPARTMENT a de	sire to obtain Lighting
as part of the SR 400 @ SR 53 project in Dawson Count	y, Georgia, said Lightin	g 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.

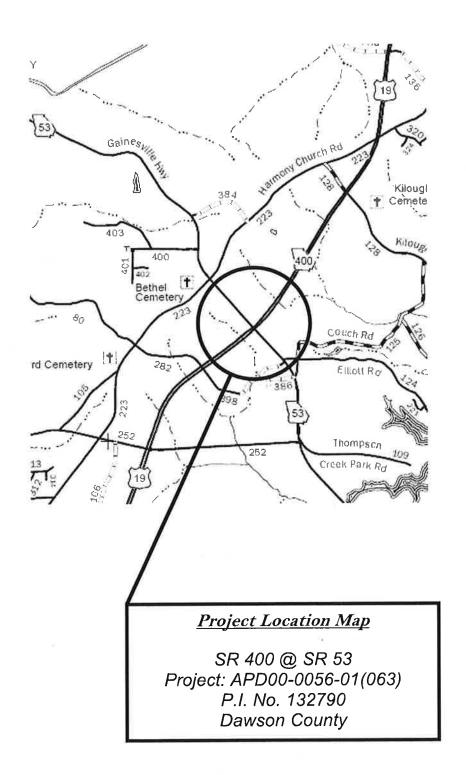
- 3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system 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		WITNESS
BY		
Commissioner		Notary Public
(SEAL)		This Agreement approved by the Board of Commissioners at a meeting held at
		this day of,
ATTEST:		20
*		
Treasurer		Commission Clerk

Attachment "A"



Backup material for agenda item:

5. Presentation of Hidden Horizons Subdivision Lot 33 Gift for Drainage Easement - County Attorney Joey Homans

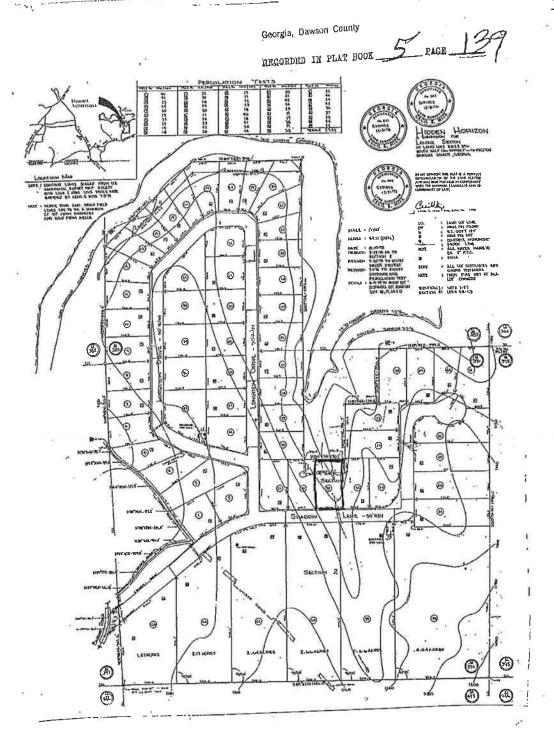


DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: C	County Attorney				Work Se	ssion: <u>6/9/16</u>
Prepared By: <u>Joey Homans</u> Voting Session: <u>6/16/16</u>						
Presenter: Joe	ey Homans			Pul	olic Hearing: Ye	es □ No ⊠
Agenda Item	Title: <u>Hidden Ho</u>	rizons Subdivisi	on Lot 33 Gift to	o Dawson Cour	nty	
Background Ir	nformation:					
Repairs to drainage.	Shadow Lane a	adjacent to Lot	33 of Hidden	Horizons Subd	ivision in 2013	to improve
Current Inform	nation:					
The owner of easement.	of Lot 33, Linda	Youngman, pro	oposes giving the	he lot to the Co	ounty for use as	a drainage
Budget Inform	Budget Information: Applicable: □ Not Applicable: □ Budgeted: Yes □ No □					
T una	Dept.	Acct No.	Budget	Balance	Requested	Remaining
Recommenda	tion/Motion: Acc	ept the deed of	gift for Lot 33 c	of Hidden Horizo	ons Subdivision	
Department H	ead Authorizatio	on:			Date:	<u></u>
Finance Dept.	Finance Dept. Authorization: Vickie Neikirk Date: 6-3-16					
County Manager Authorization: Randall Dowling Date: 6-3-16						
County Attorney Authorization: Date:					<u> </u>	
Comments/Att	tachments:					
2. Plat	d Quit Claim De					

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 13 TH DISTRICT AND 1 ST 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



M

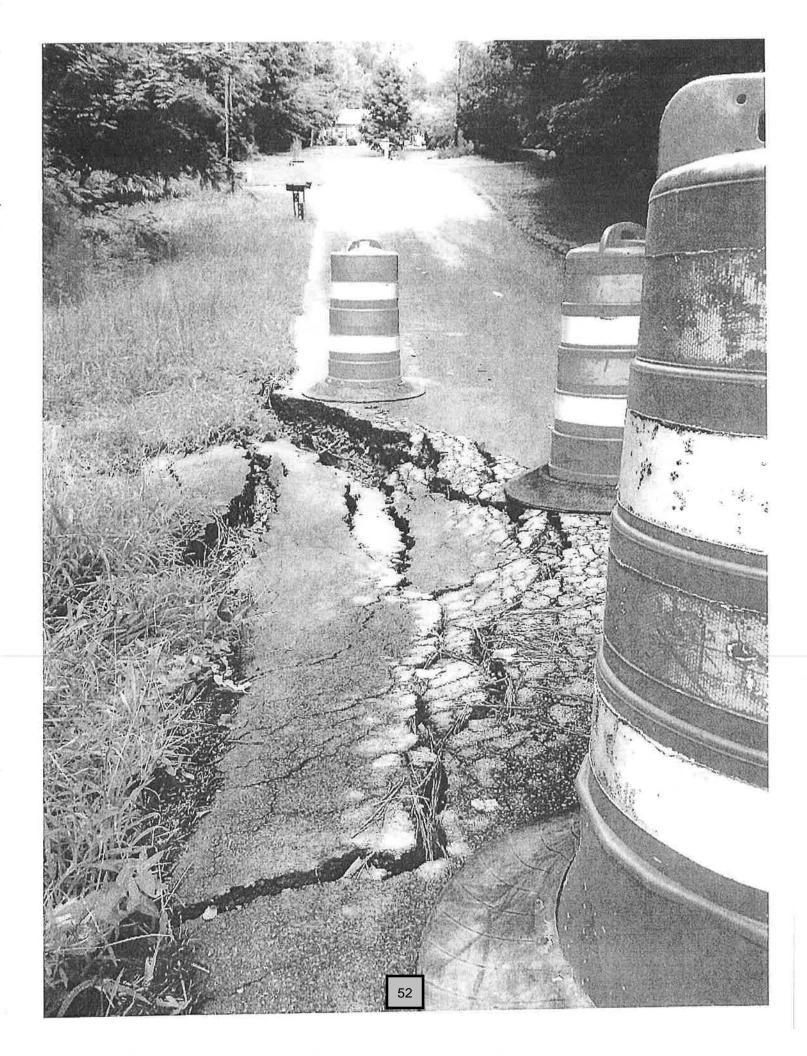
CLERK'S OFFICE, SUPERIOR COURT
FILED, FOR RECORD

at 9 45 41 4 6 7 7 7 8

Recorded in Block at Prope 13 7

This 1 day of Mane 19 7 14

Race for Tread 17.



Backup material for agenda item:

- 6. 1. 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 Behaviorial 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 \square No \boxtimes				
Agenda Item Title: <u>Board Appointments – Library Bouvelopmental Disabilities Board (DBHDD)</u>	pard, DFACS Board, and Behavioral Health &				
Background Information:					
The Dawson County Library Board of Trustees has an during June 2018. Tom Harter has submitted an applic letter of interest is attached).	•				
Joan Gilleland has expressed an interest to be reappo term that begins during July 2016 and expires during J	•				
Lori Grant has expressed an interest to be appointed year term that expires during June 2017 that replaces	·				
Current Information:					
The Dawson County Library Board of Trustees has an during June 2018. Tom Harter has submitted an applic letter of interest attached).					
Joan Gilleland has expressed an interest to be reappoterm that begins during July 2016 and expires during July 2016.	•				
Lori Grant has expressed an interest to be appointed year term that expires during June 2017 that replaces h	· ·				
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: <u>Vickie Neikirk</u> Date: 05.31.16					
County Manager Authorization: Randall Dowling Date: 5-31-16					
County Attorney Authorization: 54	Date:				

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
NameTom Harter
Home Address454 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 om dut Date 5/23/16
Please note: Submission of this application does not guarantee an appointment.
Return to: Dawson County Board of Commissioners

Dawsonville, GA 30533 (706) 344-3501 FAX: (706) 344-3889

25 Justice Way, Suite 2313

Attn: County Clerk

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 Robison 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

<u>DBHDD</u>

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

Igrant@dawson.k12.ga.us

Additional information you would like to provide:

Signature

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

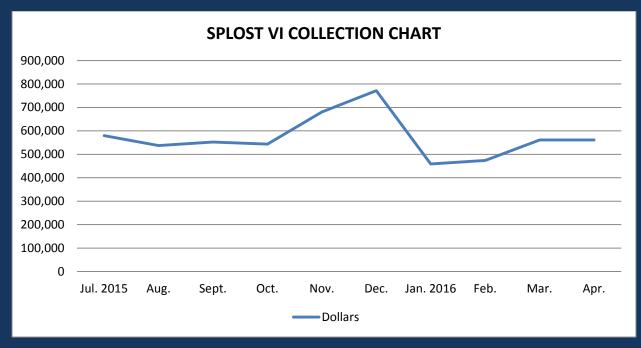
Backup material for agenda item:

7. County Manager Report

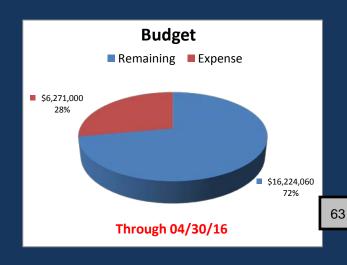


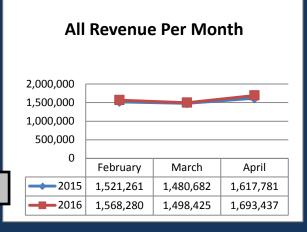
Key Indicator Report

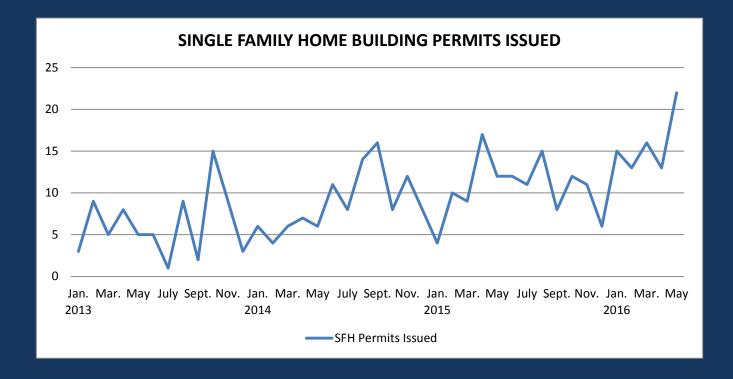
May 2016

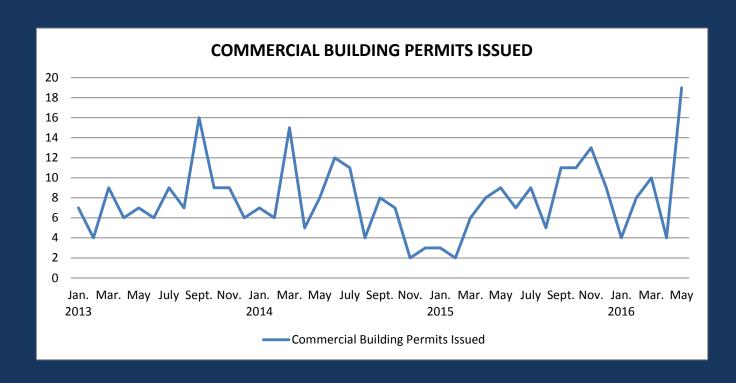


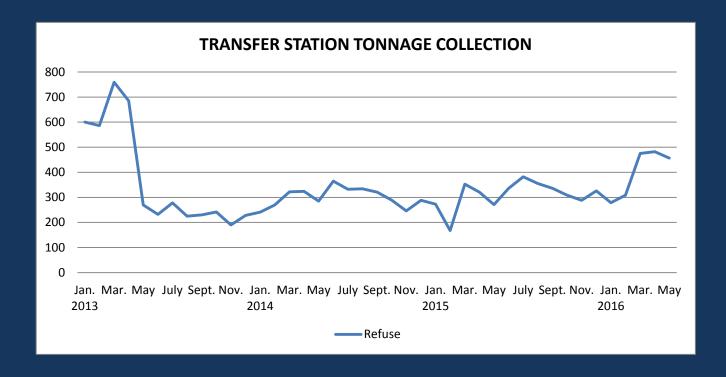


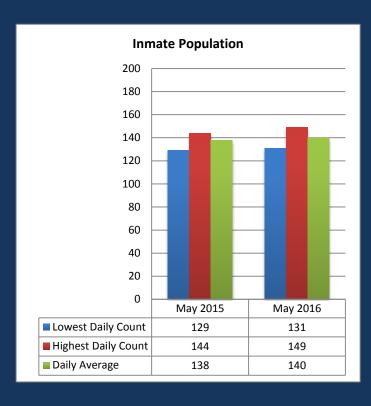


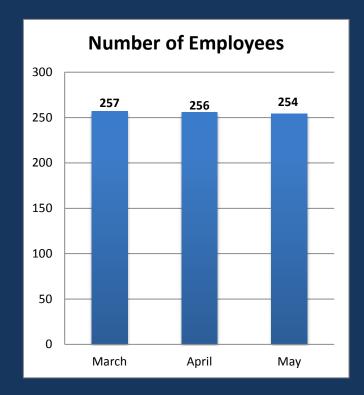


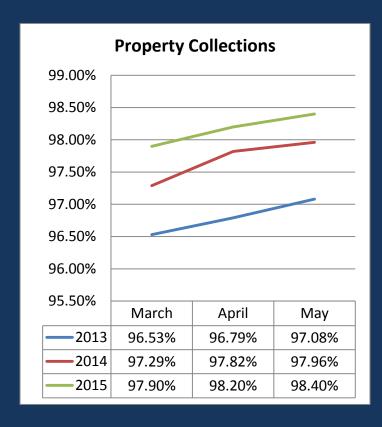


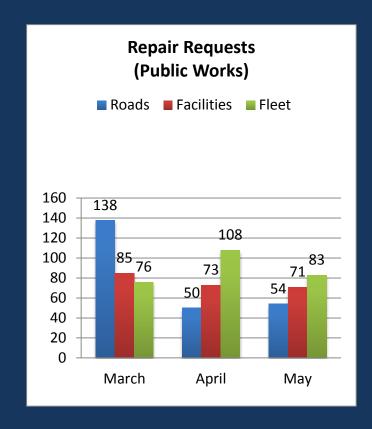


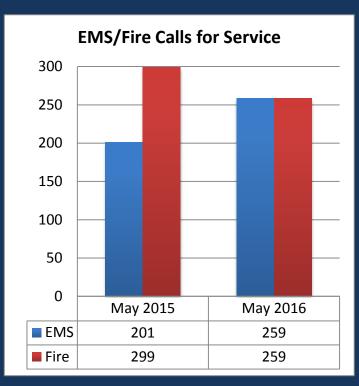












Dawson County Est. 1857

Dawson County Board of Commissioners

Elections/Registrar Monthly Report - May 2016

New Applications/Transfers In: 26

Changes/Duplicates: 2,447

• Cancelled/Transferred Out: 23

• Total Processed: 2,496

HIGHLIGHTS

Voter Registration Projects:

• Voter Registration applications from the April 26, 2016 cutoff on hold until the July 26th General Primary Runoff certification = 354 total (194 from DDS, 46 Online Voter Reg (OLVR) 114 by mail/in-person).

• *Changes/Duplicate numbers above include credit for voting for the General Primary Election. (Any touch to the voter record constitutes a change).

Elections Projects:

Election Schedule for 2016:	<u>Date</u> <u>VR Cutoff</u>	Advance Voting
Presidential Preference Primary	3/1/16 2/1/16	2/8–2/26
> 50.94% turnout (c	omparable year of 201	.2 was 33.34%) 1,909 voted early
General Primary/Special Election	5/24/16 4/26/16	5/2-5/20 (M-F~8a-5p) ~ Sat 5/14 (9a-4p)
> 33.47% turnout (c	omparable year of 201	.2 was 40.05%) 2,056 voted early
General Primary Runoff	7/26/16 4/26/16	7/5–7/22 (M-F~8a-5p)
General/Special Election	11/8/16 10/11/16	10/17-11/4 (M-F~8a-5p) ~ Sat 10/29 (9a-4p)
General Election Runoff	12/6/16 10/11/16	As soon as possible after certification of General.
General Runoff (Federal Offices)	1/10/17 10/11/16	12/19/16-1/6/17 (8a-5p) ~ Sat 12/19/16 (9a-4p)

 Social Media: Continual information feed is being supplied to the Board of Elections website & Facebook page.

Highlights of plans for upcoming month:

- Election Day supplies and other tasks required in preparation for the General Primary Runoff.
- Independent Qualifying for the November 8th General Election June 27th, 9am July 1st, noon.
- Notification & reception of June Ethics reporting requirements of Public Officials & Candidates.



Dawson County Board of Commissioners

<u>Dawson County Emergency Services Monthly Report – May 2016</u>

Fire Responses	March	April	May
2014	268	254	266
2015	231	223	299
2016	215	276	259
EMS Responses	March	April	May
2014	209	163	224
2015	162	160	201
2016	198	209	259

Plan Reviews: May: 11

EMS Revenue:

April 2015 - \$46,134.29April 2016 - \$53,051.41

• 8.7 % Increase

Plan Review and Inspection Revenue Total: \$2,571.02

• County: \$ 2,471.02 / City: \$ 100.00

Business Inspections Total: 33

• County Follow up: 10

• City Follow up: 0

• County Final Inspection: 11

• City Final Inspection: 2

County Annual Inspections: 10City Annual Inspections: 0

HIGHLIGHTS

Dawson County Emergency Services Projects:

Training hours completed by staff: 1,078

Emergency Vehicle Operator Course - 46 personnel completed

Traffic Incident Management System Training - approximately 40 attendees from various organizations

• 20 - CPR training

Public Relations Details: 1, 15-kids, 5-adults

• Smoke detector installations: 0

Search and Rescue: 6

• Fire investigation: 1, 1-court case

Child Safety Seat Installations: 1

• Hydrant maintenance / painting in the county. Painting completed May 25. All city & Etowah hydrants painted.

• Boot Drive 3 days, Burn Foundation - \$14,696.00 collected.

Total water usage: 3300 gals (EWSA: 0 gallons: city: 3,300 gallons)

• 7-Fires, Building 1, Mobile home 1, Brush 3, C 68 rubbish 1, Vehicle 1



Dawson County Board of Commissioners

Facilities Monthly Report - May 2016

Total Work Orders: 71

Community Service Workers: 17

HIGHLIGHTS:

- Historic Courthouse window replacement project completed.
- Government surplus removal and transfer to Canton, GA.
- Awning Project for the Government Center (ongoing).



FACILITIES DEPARTMENT

MONTHLY REPORT For Period Covering the Month of MAY 2016

SN	TASKS/ WORK DONE	LOCATION/S of Service
1	Removed dead trees	West Side Park
2	Replaced AC unit with a new one	Fire Station 6
3	Repaired the generator unit	Fire Station 6
4	Painted red the fire FDC poles	Government Center
5	Pulled weeds and added pine straw at the Library landscaped area	Library
6	Handled issues with AC units	Chappell Building
7	Handled issues with AC units	Adult Learning Center
8	Handled issues with AC units	Senior Center
9	Delivered surplus items in Canton, GA	Dawson County
10	Pro-Tec came and checked the issue of fire alarm	Government Center
11	Worked with window installers. Window replacement project done.	Historic Courthouse
12	Relocated a shed for firewood from the Old Jail to the Transfer Station	Transfer Station
13	Removed the generator transfer switch from the Old Jail	Old Jail
14	Had water pumps serviced	Government Center
15	Repaired outside lights	Government Center
16	Had Maynard's retirement luncheon	Rock Creek Park
17	Weeded out around FS-2	Fire Station 2
18	Completed scheduled hood inspection	DCSO-LEC
19	Completed scheduled hood inspection	Senior Center
20	Completed scheduled hood inspection	Fire Station 1
21	Installed AC unit for voting	Fire Staion 6
22	Cleaned up 400 lbs. household trash dumped out at Steel Bridge	Steel Bridge, Dawsonville
23	Turned off all the school street lights	Dawson County
24	Had elevators repaired	Government Center
25	Total number of Work Orders for the month of MAY 2016 = Seventy One (71)	Facilities
26	Total number of Community Service Work for MAY 2016 = Seventeen (17)	Facilities

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

Cutting of grass and landscape maintenance on all county properties

Cutting of grass and landscape maintenance on all five (5) parks on the west side of county

Cleaning of the new government center and other county owned buildings, offices and facilities

Emptying outside trash receptacles at county owned buildings

Collecting and recycling of all county buildings, offices and facilities

Noted By: _	
IΔ	MES TOLBERT Facilities Director

Prepared By: MVBosten, 060216

Dawson County Est. 1857

Dawson County Board of Commissioners

Finance Monthly Report - May 2016

FINANCE HIGHLIGHTS

- LOST Collections: \$494,218 up 6.64% compared to 2015.
- SPLOST Total Collections: \$561,619 up 6.64% compared to 2015. (The County's portion of SPLOST collections are down 9.4% due to the change in distribution from 100% for SPLOST V to 85% for SPLOST VI as of July 2015.)
 - \$477,376 County Portion (85%)
 - \$84,243 City Portion (15%)
- TAVT: \$72,830 down 34% compared to 2015
- See attached Revenue and Expenditure Comparison for 2016
- Total County Debt: \$3,601,893.94
- Audit Status: Auditors have completed their FY 2015 fieldwork. Draft financials
 expected to be received from Rushton first full week of June.
- Budget Status: Planning has started for the FY 2017 2019 budget process.

PURCHASING HIGHLIGHTS

Formal Solicitations

- Ford Vehicles for Government
- Dodge Vehicles for Government
- SR 53 Overlay District Design Guidelines

Informal Solicitations

- Football Jerseys & Pants for 2016
 Season
- Football Helmets x 62
- Football Shoulder Pads
- Heavy Duty Recliners for the Day Room at Fire Station #1
- HVAC Unit at Fire Station #7
- 2 Recycling Trailers for KDCB
- Annual GMRC Dinner Catering
- EMT Instructor Course Part 1
- Pharmaceuticals for DCES
- HVAC Preventative Maintenance & Automated Control System Maintenance

Work in Progress

- DCSO Vehicles On Order
- Dawson Forest Road Rehab
- Dawson Forest Pipe Rehab
- Intermediate Jail Demo
- IT Servers (Revised)
- Ambulances (SPLOST VI) On Order
- Park Field Rehabilitation

Future Bids

- Heavy Truck Repair
- Sports Officials

Future Bids - SPLOST VI

- Dump Trucks
- Spreader Body Dump Truck
- Kelly Bridge Road Project (2)
- Steve Tate Highway Road Project (2)
- Pothole Patching Machine
- Awning at DCGC
- Water Filtration System for DCGC & DCSO

Budget to Actual April Collections Reported in May

	Actual at 4/30/2016 (1)		Percent of Budget Actually Collected/ Expended		2016 BOC (2) proved Budget	Αŗ	Over(Under) proved Budget	Percentage Over(Under) Approved Budget
Revenue	\$	5,682,878	25.26%		\$ 22,495,060	\$	(16,812,182)	-74.74%
Expenditures		6,271,000	27.88%		22,495,060		(16,224,060)	-72.12%
	\$	(588,122)	-2.61%	-	\$ -	\$	(588,122)	-2.61%

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

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

\$ 22,458,521	Original Budget
\$ 28,777	Donation Carryover Balances
\$ 325	January Donations Received
\$ 3,088	February Donations Received
\$ -	March Donations Received
\$ 4,349	April Donations Received
\$ 22,495,060	Revised Budget

⁽¹⁾ Reporting actuals as of 4/30/2016 because revenue collections are 30 days behind. The LOST revenues for the month of April 2016 were received in May 2016.

ACTUAL COMPARISON JANUARY - DECEMBER 2016

MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	YTD
									<u> </u>				
2015 REVENUE	820,947	1,521,261	1,480,682	1,617,781	1,596,514	1,714,955	1,607,405	1,671,225	1,608,433	1,687,168	1,725,381	2,090,967	19,142,719
2016 REVENUE	921,793	1,569,223	1,498,425	1,693,437		, ,	, ,	, ,			, ,		5,682,878
% CHANGE	12%	3%	1%	5%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-70%
2015 EXPENSE	1,105,357	1,407,334	1,444,093	1,552,000	1,759,627	1,794,836	1,587,590	1,440,349	1,785,738	2,050,779	1,583,577	1,860,010	19,371,290
2016 EXPENSE	1,189,206	1,474,618	1,591,507	2,015,669									6,271,000
%CHANGE	8%	5%	10%	30%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-68%
2015 Total Rev-Exp \$	(267,413) \$	94,605 \$	(93,082) \$	(322,232) \$	- \$	- \$	- \$	- \$	- 9	- :	\$ -	\$ - \$	(588,122)

REVENUE

YTD 2015 5,440,671 YTD 2016 5,682,878 % Changed 4.45%

EXPEDITURES

YTD 2015 5,508,784 YTD 2016 6,271,000 % Changed 13.84% *NOTE: Adjustments will be made during the year-end close out. The actual revenue and expenditure totals are subject to change pending normal year-end adjustments such as accruals and results of the audit.



Human Resources Department Monthly Report - May 2016

POSITION CONTROL

Positions approved by BOC: 432

• # of filled F/R Positions: 254

of filled F/T Positions: 0

of filled Grant Funded Positions: 8

of filled P/R Positions: 52

• # of filled P/T Seasonal Positions: 13

• # of Supplemental Positions: 49

of Vacant Positions: 24#of Frozen Positions: 32

% of Budgeted/Actual Positions: 87%

HIGHLIGHTS

Positions Advertised/ Posted: 2

• D.A.'s Office- Receptionist/Legal Administrative Assistant

Facilities- Grounds Maintenance Worker

Applications Received: 14

New Hires added into system: 24

- Matthew Harbin- Emergency Services
- Adam Wade- Emergency Services
- Kyle Bailey- Sheriff's Office
- 3 Lifeguards
- 12 Poll Workers
- 6 Volunteer Firefighters

Terminations Processed: 9

- Sayre Black- D.A.'s Office
- Scott Zadernak- Parks & Rec.
- Bruce Rayner- Public Works
- Jim Morrison- Sheriff's Office
- Taylor Stevenson- Sheriff's Office
- Ricky Holtzclaw- Transfer Station
- 3 Poll Workers

Additional Highlights for May

- Completed 2015 Workers' Comp. Audit
- Hosted Employee Wellness Fair with 113 employees participating
- Finalized Employee Benefits for the 2016/201

. Year

ADDITIONAL INFORMATION

FMLA/LOA tracking: 8

WC and/or P & L claims filed: 3

Unemployment claims received: 1

Performance Evaluations received: 10

Payroll/Benefit changes keyed: 352



<u>Information Technology Monthly Report – May 2016</u>

Calls for Service: 81

Service Calls Completed: 81

Windstream visits: 1

Highlights:

Working on server replacement project

• ATT phone project complete

• Recycle phone project



Marshal Monthly Report - May 2016

• Alcohol License Establishment Inspections: 3

• Alcohol Pouring Permits Issued: 28

• Animal Control Calls Handled: 125

• Animal Bites to Human investigated: 3

o 3 Quarantined – Passed

• Animals Taken to DC Humane Society: 29

• Dangerous Dog Classification: 1

• Citations Issued: 0

• Complaint Calls/In Field Visits: 83

• Erosion Site Visits: 4

• E-911 Addresses Issued: 10

• Non-conforming Signs Removed: 250

HIGHLIGHTS

 Sgt. Ken Moss continues to cross train with residential building inspections and pass the residential building inspection test. Scheduled to take residential building test on June 29th.

Dawson County Est. 1857

Dawson County Board of Commissioners

Parks and Recreation Monthly Report - May 2016

Youth Sports Participants

- o May 2016: 1,611 down 2% compared to same month last year
- o YTD 2016: 5,782 up 11% compared to last year

Facility Rentals/Bookings/Scheduled Uses:

- o May 2016: 1,094 down 16% compared to same month last year
- o YTD 2016: 5,472 up 5% compared to last year

Adult and Youth Wellness and Specialty Program Participation:

- May 2016: 882 down 59% compared to same month last year ***
- YTD 2016: 7,292 down 6% compared to last year

• Total Customers Served:

- May 2016: 3,587 down 41% compared to same month last year ***
- YTD 2016: 17,652 up 4% compared to last year
- ***(Splash Pad Grand Opening and Triple Crown tournaments moved to June)

HIGHLIGHTS

Park Special Events:

- The VMP Pool and Rotary Island Splash Pad opened May 26.
- The 5th Ranger Training Battalion Annual Water Jump was May 11 with 150+ ranger sand 200+ spectators.
- Graduating seniors from DCHS enjoyed their annual Senior Picnic at the VMP pool on May 20.
- American Red Cross Lifeguard Training was held at the VMP pool May 16-25
- RCP hosted the annual Career Day for all Dawson County 5th graders on May 2.

Park Projects:

- WHP pier required repair. Park staff exploring option of aluminum to replace wood in the future.
- Aerating and fertilization of all fields at VMP and RCP was completed.

Athletic and Program Summary:

- All youth baseball and softball leagues completed regular season play and of end of season tournaments.
- All Star tryouts were held and teams selected for Dizzy Dean post season play.
- UFA soccer completed regular season and end of season tournaments.
- Academy and Select team tryouts for UFA soccer began.
- DCPR track season ended with GRPA District track meet; 3 kids qualified for State meet Jefferson.
- Adult league men's softball and co-ed softball began summer season.
- Football and Cheerleading registration ended. Teams will begin practice in July.
- DCPR Racers swim team began practice in preparation for first swim meet.
- Silver Splash for seniors began and will continue 3 days per week throughout the summer.
- The YBOA North Georgia Jam girls basketball tournament was held at RCP and VMP on May 27-29.
- Additional DCPR specialty programs included, basketball lessons, dance classes, Tai Chi, Yoga, and Zumba.

On the Horizon:

- June 1: Seamless Summer feeding program begins (RCP) [estimated 50 kids per day expected]
- June 3: Movies in the Park (WHP beach)
- June 6-10: Lady Tigers fundamental basketball camp
- June 6-30: Swim Lessons 4 sessions for beginners to advanced swimmers (VMP pool)
- June 6-10: Higher Ground Dance Academy summer camp
- June 8: UFA soccer camp
- June 10-14: Dizzy Dean 8U softball District Tournament (VMP)
- June 13-17 and June 27-July 1: All Sports Day Camp sessions
- June 20-24: Tiger fundamental basketball camp
- June July: "Sandy and his Dad" basketball came." P)
- July 18-20: Cheerleading camp

Rock Creek Park	Jan	ı	Feb	1	March	April		May	June	July	Aug	Sept	Oct	Nov	Dec	totals
Tv Room		13		16	1.		8	. (6		_	·				55
Classroom		21		14	1	6	11	10)							72
Community Room		30		42	5	1	49	47	7							219
Gyms		185	•	152	13	0	125	140)							732
Small Pav.		3		5		3	12	28								56
Large Pav.		3		3		5	9	16								36
Fields 7-16		20		22	15		160	145								502
Soccer Fields		30		25	25		245	230								780
Tennis Courts		10		15	1		20	30								90
Weight Room		188	2	248	26		258	245								1204
2 story/upstairs		15		25	2	5	25	15	5							105
Veteran's Memorial Park																
Gym		105		75	5	1	45	55	5							331
Small Pav.		0		0		4	5	7								16
Large Pav.		0		0		6	7	ç)							22
Pool		0		0		0	0	3′								31
Fields 1-6		0		16	9	0	75	65	5							246
Football Field		0		0		0	0	()							0
Other		15		15	1		15	15								75
Track/Walking Trail		500	į	500	50)	500	500)							2500
Pool opened for summer																
T-Ball Participants		28		101	10	1	105	104	ļ							439
BB Participants		65	2	238	23	3	239	243	3							1023
Adult League		0		0	12)	255	340)							715
Basketball		278		60)	0	()							338
Football		0		0)	24	173	3							
Cheer		0		0)	0	70)							70
Wrestling		23		0)	0	(23
Track		3		21	2		22	22								89
Travel		65		80	9		90	90								415
Instructional League		25		69	6		72	72								307
Softball		18		116	11		117	121								488
Soccer		247	2	265	25		252	252								1268
Swim Team		0		0		0	15	24	<u> </u>							39
Tournament Participation		0		0		0	100	10	70							200
Volleyball				57	5	<i>(</i>	57	L	78							171

Monthly Report Totals - 2016

Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
All Sports Day Camp I	-	-	-	-	-								0
All Sports Day Camp II	-	-	-	-	-								0
Basketball Lessons	8	19	16	10	12								65
Basketball Pre-Try Out Prep Camp	-	-	-	-	-								0
Battle of the Best Relay for Life Fundraiser	-	1,000	-	-	-								1,000
Boot Camp (all classes)	22	22	31	31	34								140
Breakfast with Santa	-	-	-	-	-								0
Camp of Ballers	-	-	-	-	-								0
Cheerleading Camp	-	-	-	-	-								0
Circuits & Supersets	-	-	8	8	-								16
Community Egg Hunt	-	-	2,000	-	-								2,000
Dance	40	40	40	40	40								200
Dance Camp	-	-	-	-	-								0
Fitness Sampler	6	-	-	-	-								6
Guard Prep Camp	-	-	-	-	-								0
Kangoo (all classes)	10	25	12	12	5								64
Kids Fit	-	-	-	-	-								0
Lady Tigers Fundamental Basketball Camp (girls)	-	-	-	-	-								0
Movies in the Park	-	-	-	-	-								0
Pool Swimmers	-	-	-	-	272								272
Pups in the Park	-	-	-	-	-								0
Rotary Day	-	-	-	-	-								0
Sandy's Basketball Camp	-	-	-	-	-								0
SilverSplash	-	-	-	-	-								0
Speed & Agility Camp	-	-	-	-	21								21
Spring Sports Opening Day	-	-	2,500	-	-								2,500
Swim Lessons	-	-	-		-								0
Tai Chi	5	4	5	5	5								24
Tennis Lessons	-	21	30	25	15								91
Tigers Fundamental Basketball Camp (boys)	-	-	-	-	-								0
Trunk or Treat	-	-	-	•	-								0
UFA Soccer Camp	-	-	-	-	-								0
Volleyball	-	57	57	-	-								114
War Hill Park Guests	-	-	33	209	471								713
Water Aerobics	-	-	-	-	-	-	-	-	-	-	-	-	0
Yoga	14	16	13	16	7								66
Zumba	-	-	-	-	-								0

105 1,204 4,745 356 882 0 0 0 0 0 0 0 **7,292**



Planning and Development Monthly Report - May 2016

Total Building permits Issued

May 2016: 56 up 56%YTD 2016: 205 up 23%

Single Family New Homes: 22 up 69%Commercial Buildings: 19 up 375%

Business Licenses Issued:

May 2016: 146 up 11%YTD 2016: 787 up 9%

Total Building Inspections Completed:

May 2016: 401 up 7%YTD 2016: 1766 up 30%

• Variances/Zonings Processed:

o May 2016: 3 flat

o YTD 2016: 18 down 5%

Plats Reviewed:

May 2016: 15 up 50%YTD 2016: 57 up 58%

• Total Stormwater/Erosion Inspections: 20

Total Stormwater Warnings/Stop Work Orders Issued: 0

• Total Civil Plan Review Meetings: 3

Total Building Plan Review Meetings: 10

HIGHLIGHTS

Planning Projects:

- GATEway Grant landscape plan approved. Received approved plans and attended kick-off meeting with GDOT Inspector. Received approved GDOT approved plans for Whitmire Road/GA 400 intersection improvements to verify if landscape plan requires revisions. Will bid project summer 2017 to install fall 2017.
- Niki McCall attended Planning and Zoning 201 training through the Carl Vinson Institute.
- Director Burton attended the final Dawson Leadership class on May 4th and graduated on May 18th.
- The revised ISO report for the Planning Department was received and distributed to the County Manager and staff on May 18th. The revision did not reflect a new score. The department received a Class 99 for 1&2 family residential properties and a Class 5 for commercial and industrial properties. The revised BCEGS classification will apply to new buildings receiving a Certificate of Occupancy during or after the year 2016.
- RFP for GA 53 Corridor Overlay District: 3 proposals are under review. Interviews to be scheduled for June 14-15th.
- Staff is preparing a county comparison of fee schedules and revising Planning's current fee schedule as needed.
- Staff is preparing a pamphlet to assist "do it yourself" home builders to reduce questions and serve their needs.

Newly Licensed Businesses:

- 11 Commercial based businesses
- 4 Home based businesses

Highlights of plans for upcoming month:

- June 21: Plan Comm: 2 var. cases (side setback reduction 146 Daniel Dr & front setback reduction for 268 Elliott Rd)
- Upcoming Plan Review Meetings:
 - > June 9: La Hacienda building plans
 - > June 16: Five Below building plans; Five Star Architectural Addition civil and building plans
- Preliminary DFIRM community coordination meeting for FEMA flood map revisions for elected officials and staff to be held tentatively at City Hall (room to be determined) in June 30th from 2:30 4:00 PM. Open House FEMA flood map revision meeting will be held tentatively at City 80 (room to be determined) on June 30th from 5:00 7:00 PM.

Dawson County

New Business Licensing - May 2016

Dawson County has eleven (11) new Commercial Businesses that have opened this month.

- 1. A & A Automotive L.L.C. Used Car Sales 104 Highway 400 South
- Phantom Fireworks Retail Sales (Temporary Location)
 118 South 400 Center Lane
- TNT Fireworks Retail Sales (Temporary Location)
 118 South 400 Center Lane
- TNT Fireworks Retail Sales837 Highway 400 South
- **5.** Beyond Home Retail Gifts/Home Décor 42 Grant Road, Suite 230
- **6.** American Dream Vacations RV Rental 632 Carlisle Road
- 7. JHL Company Retail clothing Accessories 800 Highway 400 South, Suite 450
- 8. North Georgia Network Cooperative Fiber Optic Services 221 Grogan Drive, Suite 300-500
- 9. Dimensions Hair Artistry Hair Stylist 3651 Dawson Forest Road East, Suite 120
- **10.** Russanna Dudley Nail Technician 3651 Dawson Forest Road East, Suite 120
- **11.** Snowie of Georgia Sno Cone Sales 800 Highway 400 South

Home-Based Business has four (4) new locations and Home Office Business Licenses.

- 1. Art's All Repair Equipment Repair 2458 Highway 53 West
- CCRS Industry Hand Tool Sales
 43 Emily Lane
- Georgia Lawn Pros Lawn Care
 711 River Valley Road
- **4.** Vel Construction Masonry 1245 Harmony Church Road



Public Affairs Monthly Report – May 2016

Website Activity

- Page Views: 138,988
 - o 76% increase from previous year; 22% increase from previous month
- Unique Visitors: 21,266; 9% increase from May 2015
 - o 53% increase from previous year; 55% increase from previous month

Social Media

- Contacts/Fans: 1,265 (Facebook); 30% increase from May 2015
 - o 30% increase from previous year; 4% increase from previous month
- Contacts/Followers: 171 (Twitter); 106% increase from May 2015
 - o 106% increase from previous year; 12% increase from previous month

Citizen Care:

311 Calls: 25 (25 static/no connection/wrong number/telemarketer; 0 legitimate calls)

HIGHLIGHTS

Social Media and Website Promotions:

- May newsletter
- Arbor Day Celebration
- Tire Amnesty Day
- Water Jump at War Hill Park
- Library Blood Drive
- ES Boot Drive
- Summer Camps (Parks & Rec)
- Pool / Splash Pad Open for Summer
- Kangoo Kross Training (Parks & Rec)
- Offices Closed for Memorial Day
- County Replaces Three Ambulances
- Regional Government Surplus Auction
- County to Add Five Additional Traffic Signals
- Restoring Historic Courthouse
- ES Places Three LUCAS Devices into Service
- ES Junior Fire Academy

- Movies in the Park
- Free Notary Public Training
- Preventing Zika Virus
- National EMS Week
- Celebrity Waiter Breakfast
- Wee Books Photo Contest
- Job postings: 3
- Request for Proposal: 2
- Invitation to Bid: 2

Plans for Upcoming Month:

- June newsletter
- Movies in the Park



Public Works Monthly Report - May 2016

ROADS:

• Work Orders: 54

Mowing: 247.68 milesGravel: 1368.17 tons

ENGINEERING:

• Completed LMIG repaving jobs at Chestatee Circle, Nix Point Road, Blowing Rock, Chalet Circle, and Dogwood Court.

• Reviewed the Dawson Forest Road and Pipe Rehab Projects.

TRANSFER STATION:

• Solid Waste: 457.09 tons

• Recycling: 22.52 tons

• Recycling scrap metal: 12.46 tons

FLEET:

• Repair requests: 83



Dawson County Senior Services Monthly Report - May 2016

SENIOR CENTER

- Home Delivered Meals Served
 - o May 2016: 1,814 up 4% compared to same month last year
 - o YTD 2016: 8,307 down 3% compared to last year
- Congregate Meals Served
 - May 2016: 505 up 13% compared to same month last year
 - o YTD 2016: 2,460 up 13% compared to last year
- Physical Activity Participation(Tai Chi, Silver Sneakers, individual fitness)
 - o May 2016: 344 up 22% compared to same month last year
 - o YTD 2016: 1,641 up 21% compared to last year
- Lifestyle Management Participation(art, bridge, bingo, awareness, prevention)
 - May 2016: 252 up 7% compared to same month last year
 - o YTD 2016: 1,300 up 9% compared to last year

HIGHLIGHTS

May Events:

- Senior clients enjoyed a special musical afternoon featuring Frank Bruder on May 6th.
- Senior clients went to Amicalola Falls State Park for a cook out, fishing, walking, and fellowship.
- Silver Sneakers: Tues/Thurs; Bible Study: 1st Tues/every Thurs; Art/Jewelry classes: Thurs/Fri; Tai Chi Mon/Wed.
- Water Aerobics began for the summer: Mon/Fri (instructor) and Wed (free swim)

Special Dates Coming Soon:

- June 1: Dollar General
- June 6, 13, 20, 28: BINGO
- June 3: Terrell Co. UMC Youth Group
- June 7: Nutrition Education
- June 8 & 22: Walmart
- June 10: Chestatee Reg. Hospital Presentation
- June 14: Georgia Cares

- June 15: Dollar Tree
- June 17: Special Music
- June 21: Dairy Queen
- June 24: Movie and Birthday Party
- June 27: Health Presentation
- June 29: Bucket List Trip

TRANSIT

- DOT Trips Provided
 - May 2016: 308 up 16% compared to same month last year
 - o YTD 2016: 1,252 no change compared to last year
- Senior Trips Provided
 - o May 2016: 663 up 3% compared to same month last year
 - o YTD 2016: 3,126 no change compared to last year
- # of Miles
 - o May 2016: 8,023 up 7% compared to same month last year
 - o YTD 2016: 40,044 up 12% compared to last year
- Gallons of Fuel
 - o May 2016: 959 up 5% compared to same month last year
 - YTD 2016: 4,825 up 12% comp; 84 b last year

Back	up r	nateria	al for	agenda	item

8. County Attorney Report

Fox, Chandler, Homans, Hicks & McKinnon, L.L.P.

Memorandum

To: Dawson County Board of Commissioners

Date:

June 9, 2016

From:

Joey Homans

Re:

County Attorney Report

- 1. <u>GTC Easement</u>. I am providing you a copy of the easement for right-of-way for Georgia Transmission Corporation. The County will be paid \$3,574.00 for the easement. The Board previously discussed and approved granting this easement at the boundary line of the canoe put-in area and the right-of-way for Hwy. 9. GTC provided the appraisal that values the easement acquired at \$3,574.00.
- 2. <u>Tax Appeal-MW&W, LLC</u>. MW&W, LLC owns property on the east side of Ga. 400 near the Chamber of Commerce building and that also accesses Kilough Church Road. A hearing officer determined the value of the property to be \$1,481,700.00 (one parcel) and \$1,760,650.00 (one parcel). The taxpayer seeks values of \$943,370.00 and \$546,661.00. The case is on the trial calendar for the week of June 27. However, MW&W filed motions for summary judgment claiming that changes in the tax appeal laws affect the procedure associated with these appeals and bar further litigation. Responses to the motions for summary judgment will be due June 22. Therefore, the Judge may continue the trial from June 27.
- 3. <u>Claim of Wendi Lee Howard</u>. I previously provided you a copy of the ante litem notice from Wendi Lee Howard and a copy of my letter forwarding the claim to the County's liability carrier. The claim has been assigned to Brian Wells, an adjuster with the carrier. This claim seeks damages resulting from Ms. Howard's arrest for perjury/false statements on February 29, 2016.
- 4. <u>Dawson Village Way</u>. The contractor will begin clearing/mowing adjacent to the pavement area this week. The contractor expects to complete the work upon the paved area and abate the public nuisance before August 15.

Joey

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.

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Easement for Right-of-Way Dawson Crossing – Hammonds Crossing 115 kV Transmission Line Page 2 of 2

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 und and seal(s) and delivered this document	dersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) the,
Signed, sealed and delivered in the presence of:	DAWSON COUNTY, GEORGIA
WITNESS	BY:
NOTARY PUBLIC	ATTEST:TITLE:
(NOTARY SEAL)	(CORPORATE SEAL)

