

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, JANUARY 19, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

[NASCAR](#) Hall of Fame Proclamation for Raymond Parks

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on December 13, 2016

[Minutes](#) of the Special Called Meeting held at 9:00 a.m. on January 12, 2017

[Minutes](#) of the Special Called Meeting held at 4:00 p.m. on January 12, 2017

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT

I. ZONING

[ZA 16-12-](#) Perry Betterton has made a request to rezone 2 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to RMF (Residential Multi-Family) for an existing duplex. The property is located on TMP 069-026-033.

J. PUBLIC HEARING

[1.](#) Updated Purchasing Policy (*1st of 2 hearings. 2nd hearing will be held on February 2, 2017*)

K. NEW BUSINESS

[1.](#) Consideration of the Intergovernmental Agreement with Hall County for the Public Defender's Office

[2.](#) Consideration of 2017 State Contract for the Public Defender's Office

[3.](#) Consideration of 2017 Staffing for Adequate Fire & Emergency Response (SAFER) Grant

4. Appointment of BOC Vice-Chair

5. Reappointment of County Clerk

[6.](#) Consideration of Georgia Transmission Corporation (GTC) Easement

[7.](#) Consideration of Board Appointment: (*tabled from the December 13, 2016 Voting Session*)

a. **Dawson County Industrial Building Authority Board**

i. Mike Ball- *replacing Tom Alexander* (Term: November 2016 through December 2018)

L. PUBLIC COMMENT

M. ADJOURNMENT

Backup material for agenda item:

NASCAR Hall of Fame Proclamation for Raymond Parks



Dawson County
Board of Commissioners

Raymond Parks Day Proclamation

- Whereas, Dawson County native Raymond Parks is one of stock-car racing's earliest and most successful team owners, and
- Whereas, Parks began his career as a stock-car owner in 1938 with drivers Lloyd Seay and Roy Hall and dominated the sport in the late 1940s and early 1950s, and
- Whereas, a Parks' owned car won the first NASCAR title in 1948 and the first premier series title in 1949, and
- Whereas, Parks' team produced two premier series wins, two poles, 11 top fives and 12 top 10s in 18 events, and
- Whereas, on Friday, January 20, 2017, Parks will be inducted into the NASCAR Hall of Fame.
- Now, Therefore, We, the Dawson County Board of Commissioners do hereby proclaim January 20, 2017 as Raymond Parks Day.

In the County of Dawson, we urge all citizens to celebrate Raymond Parks Day and to recognize his achievements and contributions to stock-car racing.

Dated this 19th day of January, 2017

Billy Thurmond, Chairman
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk

Backup material for agenda item:

Minutes of the Voting Session held on December 13, 2016

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – DECEMBER 13, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM**

ROLL CALL: Those present were Chairman Berg; Commissioner Fausett, District 1; Commissioner Swafford, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Homans; County Manager Headley; County Clerk Yarbrough and interested citizens of Dawson County.

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

County Manager Headley presented Chairman Berg and Commissioner Swafford with appreciation plaques for their years of service to the Board of Commissioners.

APPROVAL OF MINUTES:

Motion passed 3-0 to approve the minutes from the Voting Session held on November 17, 2016. Swafford/Fausett- Commissioner Hamby abstained

APPROVAL OF THE AGENDA:

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

ALCOHOL LICENSE:

New Alcohol License (Retail Consumption on Premises of Beer, Wine & Distilled Spirits) - Hacienda Bar and Grill, LLC

Motion passed unanimously to approve the New Alcohol License for retail consumption on premises of Beer, Wine & Distilled Spirits for Hacienda Bar and Grill, LLC. Fausett/Hamby

ZONINGS:

ZA 16-04 – Lipscomb, Johnson, Sleister, Dailey & Smith, LLP has made a request to rezone 3.63 acres from RA (Residential Agriculture) to CHB (Commercial Highway Business) for a retail development. The property is located on a portion of TMP 114-033.

Planning and Development Director Jason Streetman stated that the only stipulation the Planning Commission requested was that the applicant/owner gain approval from GDOT on all driveway access.

Attorney Emory Lipscomb on behalf of developer Danny Bennett stated that it is the applicant's intent to build a retail development.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available

to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

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

Motion passed unanimously to approve ZA 16-04 with the following stipulation:

- The applicant/owner shall gain approval from GDOT on all driveway access.

Hamby/Nix

ZA 16-05 – Lipscomb, Johnson, Sleister, Dailey & Smith, LLP has made a request to rezone 57.16 acres from RA (Residential Agriculture) to RMF (Residential Multi-Family). The property is located at TMP L13-081 and on a portion of TMP 114-033.

Planning and Development Director Jason Streetman stated that the applicant is requesting to rezone the property in order to construct a residential multi-family development.

Attorney Emory Lipscomb on behalf of developer Danny Bennett stated Mr. Bennett would like to develop a retirement community and has reduced the number of units from 240 to 177 units. These will be single-family detached households for age 55+ residents.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Chairman Berg asked if anyone wished to speak for or against the application.

The following spoke in favor of ZA 16-05:

- Jim King- *Dawsonville, Georgia*

The following spoke against ZA 16-05:

- Rhonda Goodwin, *Dawsonville, Georgia*
- Mike Miller, *Dawsonville, Georgia*
- Tony Passarello, *Dawsonville, Georgia*
- Jane Graves, *Dawsonville, Georgia*

Chairman Berg asked if there was anyone else who wished to speak either for or against the application, and hearing none, closed the hearing.

Motion passed unanimously to deny ZA 16-05. Hamby/Nix

ZA 16-06 – Lipscomb, Johnson, Sleister, Dailey & Smith, LLP has made a request to rezone 15.83 acres from RA (Residential Agriculture) to RMF (Residential Multi-Family). The property is located at TMP 114-019.

Planning and Development Director Jason Streetman stated that the applicant is requesting to rezone the property in order to construct a residential multi-family development and that the Planning Commission recommended approval with the stipulation that the development have access to Bear Tooth Parkway.

Attorney Emory Lipscomb on behalf of developer Danny Bennett stated that Mr. Bennett would like to create a development with 95 townhomes.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Chairman Berg asked if anyone wished to speak for or against the application.

The following spoke against ZA 16-06:

- Brenda Anderson, *Dawsonville, Georgia*
- Larry Dollar, *Dawsonville, Georgia*
- Betty Lou Pfister, *Dawsonville, Georgia*
- Bonita Davis, *Dawsonville, Georgia*
- Tony Weaver, *Dawsonville, Georgia*
- Vernon Smith, *Dawsonville, Georgia*
- Mike Miller, *Dawsonville, Georgia*

Chairman Berg asked if there was anyone else who wished to speak either for or against the application, and hearing none, closed the hearing.

Motion passed unanimously to deny ZA 16-06. Hamby/Fausett

ZA 16-10 – Hibbymo Properties - Emma, LLC, has made a request to rezone 5.25 acres from RA (Residential Agriculture) to CCB (Commercial Community Business) for a proposed retail store. The property is located at TMP 030-016.

Planning and Development Director Jason Streetman stated that it is the applicant's intent to construct a Dollar General on that property.

Developer Bobby Howard would like to develop the property for a retail store and would construct appropriate retaining walls and utilize down-lighting.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

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

Motion passed unanimously to approve ZA 16-10 with the following stipulation:

- The applicant/owner shall gain approval from GDOT on all driveway access.

Fausett/Hamby

ZA 16-11 – Jerry Fouts has made a request to rezone 7.59 acres from RSR (Residential Sub-Rural) to CHB (Commercial Highway Business) for a proposed boat storage facility. The property is located at TMP L05-039.

Planning and Development Director Jason Streetman stated that is the applicant's intent to construct a storage unit facility to include boat storage, and it was the Planning Commission's decision to deny the application.

Mark Fouts on behalf of his father Jerry Fouts requested that the decision on the application be tabled until February which would give them time to have discussions with the neighbors. Chairman Berg explained that the Board of Commissioners could not honor the request from his father to table the application since it had been advertised and people attended the meeting to speak.

Chairman Berg announced that if anyone had contributed more than \$250 to the campaign for public office and wished to speak they will have to fill out a form which will be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Chairman Berg asked if anyone wished to speak for or against the application.

The following spoke against ZA 16-11:

- William Hollingsworth, *Gainesville, Georgia*
- Benny Joe Rice, *Dawsonville, Georgia*
- David Picklesimer, *Dawsonville, Georgia*

Chairman Berg asked if there was anyone else who wished to speak either for or against the application, and hearing none, closed the hearing.

Motion passed 3-0 to deny ZA 16-11. Hamby/Nix- Commissioner Swafford abstained

PUBLIC HEARING:

Capital Improvement Element Annual Update Transmittal (1st of 1 hearing)

Chairman Berg opened the hearing by asking if there was anyone present who wished to speak on the CIE Annual Update Transmittal, and hearing none, closed the hearing.

Motion passed unanimously to approve the Capital Improvement Element Annual Update Transmittal. Nix/Fausett

NEW BUSINESS:

Consideration of Juvenile Court's Request for Additional Funding for Increased Attorney Fees
Motion passed unanimously to approve the Juvenile Court's Request for Additional Funding for Increased Attorney Fees. Nix/Fausett

Consideration of Request for Additional Funding for Juvenile Court for Hall County Invoice
Motion passed unanimously to approve the request for Additional Funding for Juvenile Court for Hall County Invoice. Fausett/Hamby

Consideration of Request for Approval of 2017 Family Connection Fiscal Agent
Motion passed unanimously to approve the request for the 2017 Family Connection Fiscal Agent. Nix/Fausett

Consideration to move forward with public hearings on the Updated Purchasing Policy (tabled from the November 17, 2016 Voting Session)
Motion passed 3-0 to approve to move forward with public hearings on the Updated Purchasing Policy. Nix/Hamby

Consideration of 2017 Legacy Link Amendment #1
Motion passed unanimously to approve the 2017 Legacy Link Amendment #1. Hamby/Nix

Consideration of 2016 Capital Improvement Element (CIE) Update Resolution
Motion passed unanimously to approve the 2016 Capital Improvement Element (CIE) Update Resolution. Nix/Hamby

Consideration of Internal Legal Counsel
Motion passed unanimously to approve internal legal counsel. Hamby/Fausett

Consideration of Request to Surplus Sheriff Carlisle's Badge and Firearms
Motion passed unanimously to approve the request to surplus Sheriff Carlisle's Badge and Firearms. Nix/Fausett

Consideration of Board Appointment:

a. Dawson County Industrial Building Authority Board

- i. Mike Ball- replacing Tom Alexander (Term: November 2016 through December 2018)

Motion passed 3-0 to table consideration of the board appointment until after the first of the year.
Hamby/Fausett

ADJOURNMENT:

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

Minutes of the Special Called Meeting held at 9:00 a.m. on January 12, 2017

**DAWSON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING MINUTES – JANUARY 12, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
9:00 AM**

ROLL CALL: Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Manager Headley and County Clerk Yarbrough.

APPROVAL OF AGENDA:

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

EXECUTIVE SESSION:

Motion passed unanimously to go into Executive Session for the purpose of Personnel.
Nix/Hamby

Motion passed unanimously to come out of Executive Session. Fausett/Gaines

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

Minutes of the Special Called Meeting held at 4:00 p.m. on January 12, 2017

**DAWSON COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING MINUTES – JANUARY 12, 2017
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
4:00 PM**

ROLL CALL: Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Manager Headley and County Clerk Yarbrough.

APPROVAL OF AGENDA:

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

NEW BUSINESS:

Consideration of Board Appointments:

Dawson County Planning Commission

1. (Fausett) Jason Hamby- Primary (Term: January 17 through December 18)
2. (Fausett) Haynes Johnson- Alternate (Term: January 17 through December 18)
3. (Gaines) John Maloney- Primary (Term: January 17 through December 18)
4. (Gaines) Jeff Looper- Alternate (Term: January 17 through December 18)
5. (Hamby) Tim Bennett- Primary (Term: January 17 through December 18)
6. (Hamby) Joan Gibbs- Alternate (Term: January 17 through December 18)
7. (Nix) Neil Hornsey- Primary (Term: January 17 through December 18)
8. (Nix) Mike Miller- Alternate (Term: January 17 through December 18)
9. (Thurmond) John Dooley- Primary (Term: January 17 through December 18)

Motion passed unanimously to approve all Dawson County Planning Commission Board Appointments as presented. Hamby/Nix

EXECUTIVE SESSION:

Motion passed unanimously to go into Executive Session for the purpose of Personnel. Fausett/Gaines

Motion passed unanimously to come out of Executive Session. Hamby/Gaines

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

ZA 16-12- Perry Betterton has made a request to rezone 2 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to RMF (Residential Multi-Family) for an existing duplex. The property is located on TMP 069-026-033.

DAWSON COUNTY REZONING APPLICATION

This portion to be completed by Zoning Administrator

ZA 16-12 Tax Map & Parcel # (TMP): 069-026-003
Submittal Date: 11-15-16 Time: 2:00 am/pm Ⓞ Received by: [initials] (staff initials)
Fees Assessed: \$350 Paid: ck #17880 Commission District: _____
Planning Commission Meeting Date: 12-20-16
Board of Commissioners Meeting Date: 1-19-17

APPLICANT INFORMATION (or Authorized Representative)

Printed Name: Perry Betterton
Address: PO Box 574

Phone: Lis _____ Email: Business _____ :com
 Un _____ Personal _____
Status: Own Lessee Opti _____

Notice: If appli _____ sed Property Owner Autho _____ d.

I have /have not participated in a Pre-application meeting with Planning Staff.
If not, I agree /disagree to schedule a meeting the week following the submittal deadline.
Meeting Date: 11/14/2016 Applicant Signature: _____

PROPERTY OWNER/PROPERTY INFORMATION

Name: Perry S Betterton & Holly Bea Betterton
Street Address of Property being rezoned: 213 Davis Rd, Dawsonville, GA 30534

Rezoning from: RSRMM to: RMF Total acreage being rezoned: 2.00

Directions to Property: From square, take Hwy 53 West to R on Duck Thurmond, R on Nugget Ridge, R on Davis, 1st white 2-story on L.

Subdivision Name (if applicable): Sweetwater Hills Lot(s) #: 108 A-2

Current Use of Property: Residential Duplex

Any prior rezoning requests for property? No if yes, please provide rezoning case #: ZA

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

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

If yes, what section? _____

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North RSRMM South RSRMM East RSRMM West RSRMM

Future Land Use Map Designation: Rural Residential

Access to the development will be provided from:

Road Name: Davis Rd Type of Surface: Paved & Gravel

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: RMF Special Use Permit for: _____

Proposed Use: Existing Residential Duplex

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL

No. of Lots: _____ Minimum Lot Size: _____ (acres) No. of Units: 2

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

Type: Apartments Condominiums Townhomes Single-family Other

Is an Amenity Area proposed: No; if yes, what? _____

COMMERCIAL & INDUSTRIAL

Building area: _____ No. of Parking Spaces: _____

APPLICANT CERTIFICATION

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

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

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

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

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

Signature *Perry Betts* Date 11/15/2016
Witness *Holly B. Betts* Date 11/15/2016

WITHDRAWAL

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

I hereby withdraw application # _____

Signature _____ Date _____

Withdrawal of Application:

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

ZA _____

TMP#: _____

List of Adjacent Property Owners

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

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

	<u>Name</u>	<u>Address</u>
TMP <u>069-028</u>	1. <u>Mooney Euell D,</u>	<u>140 Davis Rd, Dawsonville, GA 30534</u>
TMP <u>069-005</u>	2. <u>Betterton Perry S & Holly Bea,</u>	<u>3245 Hwy 53 E, Dawsonville, GA 30534</u>
TMP <u>069-026</u>	3. <u>Glover Lisa & Brian Keith,</u>	<u>3929 Etowah River Rd, Dawsonville, GA 30534</u>
TMP <u>069-025</u>	4. <u>Jones Lisa & Kyle Payne,</u>	<u>146 Dakota Trl, Dawsonville, GA 30534</u>
TMP <u>069-028-001</u>	5. <u>Mooney Hubert,</u>	<u>284 Davis Rd, Dawsonville, GA 30534</u>
TMP _____	6. _____	_____
TMP _____	7. _____	_____
TMP _____	8. _____	_____
TMP _____	9. _____	_____
TMP _____	10. _____	_____
TMP _____	11. _____	_____
TMP _____	12. _____	_____
TMP _____	13. _____	_____
TMP _____	14. _____	_____
TMP _____	15. _____	_____

Use additional sheets if necessary.

TMP	First	Last	Address	City/State/Zip	Case#
106-075-006	John Megal Real Estate, LLC		1392 Hwy. 400 South	Dawsonville, GA 30534	VR 16-34
107-078-006;	Andalusia Properties, Inc.	c/o Property Tax	1801 Peachtree Street, Ste. 225	Atlanta, GA 30309	VR 16-34
107-078-003	Tri-Mark 400-W, LLC		7554 Heardsville Circle	Cumming, GA 30028	VR 16-34
107-318-003	Gregory	Cox	1079 Mayapple Glen	Dawsonville, GA 30534	VR 16-34
107-318-002	Anita & James	Bearden	1079 Mayapple Glen	Dawsonville, GA 30534	VR 16-34
107-318-001	WN Cox Properties, LLC		1079 Mayapple Glen	Dawsonville, GA 30534	VR 16-34
107-074-001	Ronald & Jane	Hoffman	102 Parkville Road	Woodbury, NJ 08096	VR 16-34
107-074	John & Corrine	Cook	5855 Twelve Oaks Drive	Cumming, GA 30028	VR 16-34
107-250; 107-072	Raymond	Sellers	380 Freeland Road	Dawsonville, GA 30534	VR 16-34
106-143	Diane	Epps	399 Freeland Road	Dawsonville, GA 30534	VR 16-34
106-142	War Hill Park, LLC		874 Carlton Ridge	Atlanta, GA 30342	VR 16-34
106-141	Matthew & Teresa	Fitzmayer	2634 Oakwood Drive	Junction City, KS 66441	VR 16-34
069-026	Lisa & Brian	Glover	3929 Etowah River Road	Dawsonville, GA 30534	ZA 16-12
069-005	Perry & Holly	Betterton	3245 Hwy. 53 East	Dawsonville, GA 30534	ZA 16-12
069-025	Lisa Jones & Kyle Payne		146 Dakota Trail	Dawsonville, GA 30534	ZA 16-12
069-028-001	Hubert	Mooney	284 Davis Road	Dawsonville, GA 30534	ZA 16-12
069-028	Euelle	Mooney	140 Davis Road	Dawsonville, GA 30534	ZA 16-12
106-075-014	Development Authority of Dawson County		135 Prominence Drive, Ste. 170	Dawsonville, GA 30534	VR 16-34

PROPERTY OWNER AUTHORIZATION

I / we Perry S Betterton & Holly Bea Betterton hereby swear that I / we own the property located at (fill in address and / or tax map & parcel #):

213 Davis Rd, Tax Parcel 069 026 003

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

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

Printed name of applicant or agent: Perry Betterton

Signature of applicant or agent: *Perry Betterton* Date: 11/8/2016

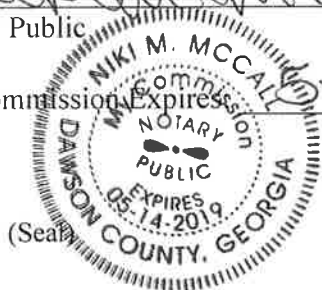
Printed Name of Owner(s): Perry S Betterton & Holly Bea Betterton

Signature of Owner(s): *Perry Betterton Holly S Betterton* Date 11/8/2016

Sworn and subscribed before me
this 8th day of November, 2016.

Niki M. McCall
Notary Public

My Commission Expires 11-14-19



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

Letter of Intent

I am requesting a rezoning of this 2 acre parcel in order to bring the current structure into conformance with zoning regulations.

There is a residential duplex on this 2 acre property that was constructed in 2001. The original owner constructed it as a duplex; it was built with 2 electric meters, 2 water heaters, separate entrances for upstairs and downstairs, etc. There is no evidence that the upstairs and downstairs units have ever been connected in any way other than an external stairway.

The original owner, for whatever reason, split the 2 acre parcel into two parcels – one with 0.5 acres and the duplex, and one with 1.5 acres of raw land. The original owner was foreclosed upon on both parcels by two different banks. I purchased the 1.5 acre lot in July of 2010. And, I purchased the 0.5 acres with the duplex in May of 2013 directly from the bank with no disclosures. I was aware that the structure was configured as a duplex, but I was unaware that it did not conform to zoning regulations. I purchased it in good faith with the implicit understanding that it was zoned properly for its usage as a residential duplex.

I made repairs to the property and rented out both the upstairs and downstairs units of the duplex. I refinanced the property in March of 2015. In December of 2015, I received correspondence from the bank that the loan had been audited with Fannie Mae and they discovered it did not conform to local zoning regulations. Evidently, the original owner only permitted the property as a single-family residence, and the zoning only allowed for single-family.

Since I received this notice from the bank, I have been working with the bank to bring the property into conformance. I have added the 1.5 acres back to the 0.5 acres to make a 2 acre parcel. Although there have never been any septic problems to my knowledge, in order to get a clearance letter from the health department for the purpose of this rezoning, I have added 70 feet of septic drainfield in order to be in conformance for the 3 bedrooms that the duplex contains. Now, I am attempting to rezone in order to bring the property into conformance with zoning regulations.

My intent is to leave the current duplex on the property. I do not plan to build any other dwellings or add to, modify, or change the usage of the current structure. This rezoning application is simply to bring the current structure into conformance. The original issue was caused by the failure of the original builder to obtain the proper zoning and permits for the duplex he constructed. The current issue has arisen due to the bank, and no complaints have been lodged from neighbors or surrounding property owners.

GEORGIA DEPARTMENT OF PUBLIC HEALTH ON-SITE SEWAGE MANAGEMENT SYSTEM INSPECTION REPORT

CONSTRUCTION PERMIT NUMBER

OSC04200100

COUNTY Dawson	COUNTY CODE 042	HEALTH DISTRICT 2	MONTH 10	DAY 18	YEAR 2016
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SUBDIVISION: SWEETWATER HILLS LOT: PT TR 108A PROPERTY OWNER: Perry Betterton

PROPERTY LOCATION / ADDRESS: 213 DAVIS RD DAWSONVILLE, GA 30534 SEWAGE CONTRACTOR: Archie Mote

CONTRACTOR LICENSE: 10750

ALL ITEMS: (BLANK) = Not Applicable (0) = Unknown *ITEMS (1) = Yes (2) = No

Section A - General	Section B - Primary / Pretreatment	Section C - Secondary Treatment
1. WATER SUPPLY: (1) Public (2) Private (3) Community <input type="checkbox"/> 2	1. DISPOSAL METHOD: (1) Septic Tank (2) Privy (3) Aerobic Unit (4) Other: <input type="checkbox"/> 4	1. ABSORPTION FIELD DESIGN (1) Level (2) Serial (3) Drip (4) Bed (5) Distribution box (6) Mound (7) Other: <input type="checkbox"/> 2
2. ** TYPE OF STRUCTURE: (see below) <input type="checkbox"/> 2	2. SEPTIC TANK: a. Capacity (gals): <input type="checkbox"/> 1 <input type="checkbox"/> 0 <input type="checkbox"/> 0 <input type="checkbox"/> 0	2. ABSORPTION FIELD: a. Total square feet: <input type="checkbox"/> 1 <input type="checkbox"/> 7 <input type="checkbox"/> 5
3. STRUCTURE AGE: (1) New (2) <1 year (3) >1 year <input type="checkbox"/> 3	b. Material: (1) Concrete (2) Polyethylene (3) Fiberglass (4) Poured (5) Other: <input type="checkbox"/> 1	b. Total linear feet: <input type="checkbox"/> 7 <input type="checkbox"/> 0
4. SEWAGE SYSTEM: (1) New (2) Repair (3) Addition <input type="checkbox"/> 3	c. Distance from (feet): (1) Well: (2) Building: (3) Lake/Stream: (4) Nearest property line:	c. Number of trenches: <input type="checkbox"/> 2
5. AGE OF SYSTEM (repairs): (1) <1 (2) 1-5 (3) 6-10 (4) 11-20 (5) 21-30 (6) 31-40 (7) >40	d. Manufacturer: Bryant Concrete Products, Inc.	d. Length trenches (feet):
6. * IN SUBDIVISION?: <input type="checkbox"/> 1	3. FILTER MANUFACTURER/MODEL: Zoeller / Unknown	e. Distance between trenches (feet):
7. WATER USAGE BY: (1) Bedroom Numbers (2) Gallons per day <input type="checkbox"/> 1	4. AEROBIC UNIT: a. Treatment capacity: <input type="checkbox"/> 0 <input type="checkbox"/> 0	f. Depth of trenches (range in inches): <input type="checkbox"/> 3 <input type="checkbox"/> 6 - <input type="checkbox"/> 3 <input type="checkbox"/> 6
8. NO. OF BEDROOMS/ GALLONS PER DAY: <input type="checkbox"/> 3	5. DOSING TANK CAP. (gals): <input type="checkbox"/> 0 <input type="checkbox"/> 0	g. * Aggregate proper size:
9. LOT SIZE: <input type="checkbox"/> 2 <input type="checkbox"/> 0	6. GREASE TRAP CAP (gals): <input type="checkbox"/> 0 <input type="checkbox"/> 0	h. * Aggregate proper depth:
10. PERCOLATION RATE/ LOADING RATE: <input type="checkbox"/> 4 <input type="checkbox"/> 5		i. Distance from (feet): (1) Well: (2) Building: (3) Lake/Stream:
11. SOIL CLASSIFIER: Kring, Timothy D		(4) Nearest property line:
12. SOIL SERIES: Pacolet		j. Nearest property line:
		k. Product used:
		3. ABSORPTION LINE: EZflow 1303T

** TYPE OF FACILITY
(1) Single-Family Residence
(2) Multi-Family Residence
(3) Commercial <2000
(4) Commercial >2000
(5) Restaurant
(6) Mobile Home Park
Multi-Family Residence
(7) Other (specify) _____

REMARKS
See Addendum

Drawing not to scale

Issuance of a construction permit for an on-site sewage management system, and subsequent approval of same by representatives of the County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representatives do not, by any action taken in affecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.

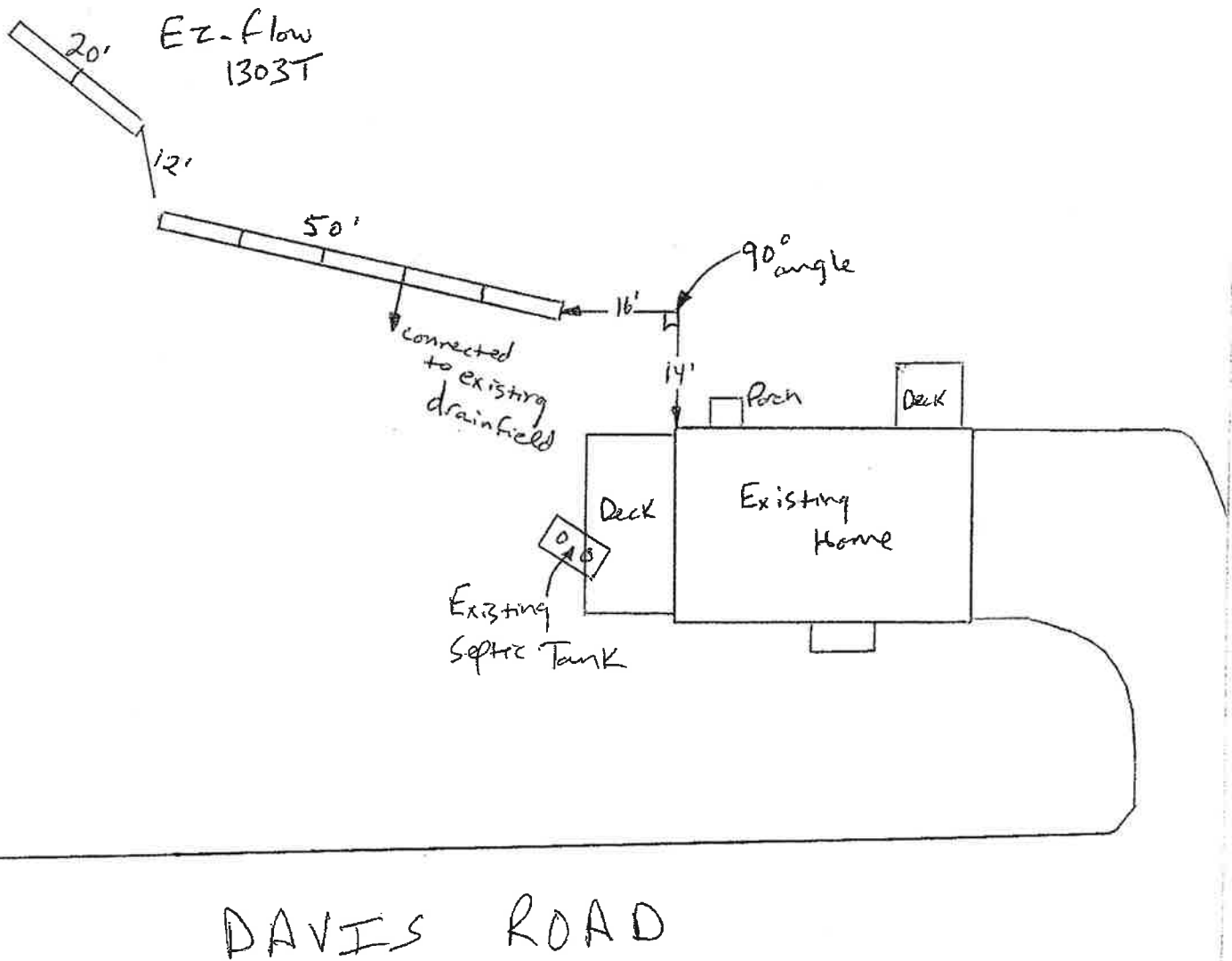
ENVIRONMENTALIST
Bill Ringle
BR

TITLE
Environmental Health
Manager

*SYSTEM APPROVED:
(see Sect. A 7 & 8)
 Y

County: Dawson
Permit Number: OSC04200100
Property Address: 213 DAVIS RD DAWSONVILLE, GA 30534
Property Owner: Perry Betterton

Remarks:



George W. "Bill" Ringle *Bill*
Environmental Health Manager

Date:
October 18, 2016

SITE PLAN

LEGEND

- CIP
- CRIMP TOP PIPE
- DRAIN
- DRAIN PIN FOUND
- REBAR PIN FOUND
- 1/2" REBAR PIN SET
- R/W
- RIGHT OF WAY
- LAND SET LINE
- SANITARY SEWER EASEMENT
- UTILITY EASEMENT
- PROPERTY LINE
- BUILDING LINE
- EDGE OF PAVEMENT
- BACK OF CURB
- MAIN WALK
- SIDE WALK
- JUNCTION BOX
- DEEP TANK
- REBAR WALK
- FENCE LINE
- FINISHED FLOOR ELEVATION
- FINISHED FLOOR ELEVATION
- STORM SEWER LINE/PIT
- FENCE LINE
- FLOOD HAZARD ZONE LINE
- N/A



APPROVED
AUG 07 2001
FOR RECORDING

GENEVA DAVISON COUNTY
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD
9/19/01
8-10-01
By: [Signature]
CLERK

A TOPCON GTS-301 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAN.
THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS BEEN CLOSED PRECISION FEET AND AN ANGULAR ERROR OF .04 PER ANGULAR POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 5,076.935 FEET AND CONTAINS 2,000 ACRES.

IN MY OPINION, THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.
[Signature]
MEMBER SURVEYING AND LAND SURVEYING SOCIETY OF GEORGIA

SURVEY FOR:

ROB BURROWS

R & V LAND SURVEYING, INC.
3010 HAMILTON HILL ROAD
BUDORO, GEORGIA 30519
(770) 614-3004

Date: 02/12/01 Land Lot: 187 District: 4th
County: DAWSON, GEORGIA Scale: 1" = 50'
Drawn By: TES Checked By: [Signature]
Job Number: 98030 File Number: [Blank]

No.	By	Date	Revision

ACAD FILE: 98030/98030A_2.DWG 98030.CRD

REFERENCE
1) SURVEY FOR ROB BURROWS, PREPARED BY R & V LAND SURVEYING, INC.
DATED JUNE 27, 1998, LAST REVISED FEB. 12, 2001

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

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
2015 - 1130	069 026 003 / 001 PT TR 108A SWEETWATER HILLS LL 187 LD 4-1 FMV: \$67,246.00	\$663.95	\$0.00 Fees: \$0.00 \$0.00		\$663.95	\$663.95	\$0.00 Current Due: \$0.00
	Totals:	\$663.95	\$0.00		\$663.95	\$663.95	\$0.00

Paid Date: 11/10/2015

Charge Amt: \$663.95

BETTERTON PERRY S & HOLLY BEA
 3245 HWY 53 E

DAWSONVILLE, GA 30534



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

Trans No	Property ID / District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
2015 - 1131	069 026 005 / 001 PT TR 108A SWEETWATER HILLS LL 187 LD 4-1 FMV: \$12,014.00	\$118.63	\$0.00 Fees: \$0.00 \$0.00		\$118.63	\$118.63	\$0.00 Current Due: \$0.00
	Totals:	\$118.63	\$0.00		\$118.63	\$118.63	\$0.00

Paid Date: 12/1/2015

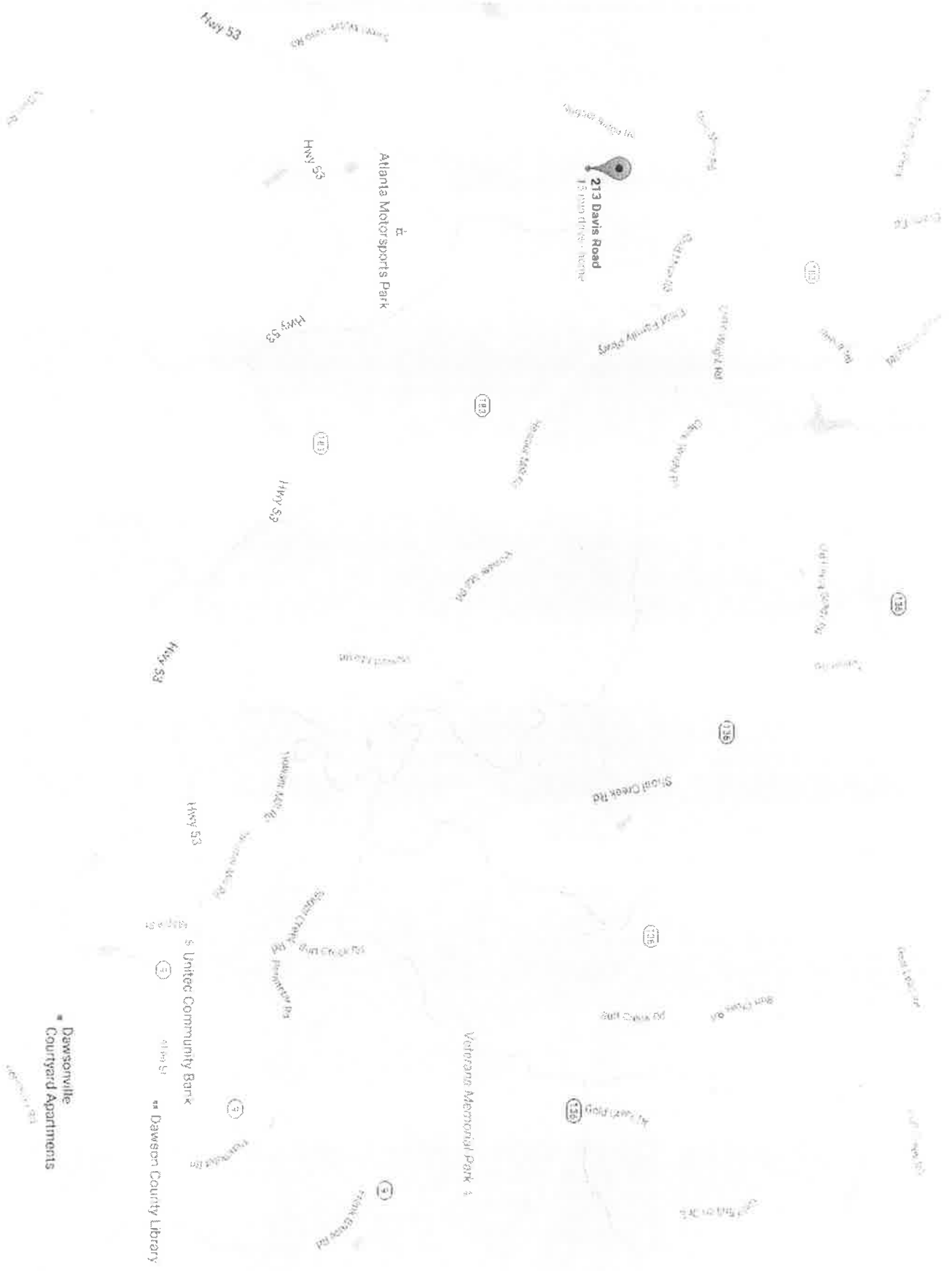
Charge Amt: \$118.63

BETTERTON PERRY S & HOLLY BEA
 3245 HWY 53 EAST

DAWSONVILLE, GA 30534







**DAWSON COUNTY PLANNING COMMISSION
PLANNING STAFF REPORT AND RECOMMENDATION**

Applicant.....Perry Betterton
Amendment #ZA-16-12
Request.....Conditional Use- Subject to BOC approval
Proposed UseDuplex
Current ZoningRSRMM
Size.....2.00± acres
LocationNortheast side of Davis Road, 950± feet
southeast of its intersection with Nugget
Ridge Road
Tax Parcel069-026-003
Planning Commission DateDecember 20, 2016
Staff RecommendationApproval with stipulations

Applicant Proposal

The applicant is seeking conditional use approval to allow for a duplex in RSRMM zoning. The original request was a rezoning to RMF.

History and Existing Land Uses

The subject property currently contains a residential dwelling that was constructed in 2001 and permitted as a single family residence. Sometime between 2001 and 2013 (when the applicant purchased the property), the dwelling was made into a duplex. Staff would like to note that from a site visit, the duplex appears to be of original construction with no internal means of ingress/egress from the downstairs unit to the upstairs unit; meaning no modifications appear to have been done between then and now.

Both units have separate entrances, separate addresses, separate power meters, and the stairs to access the top unit is on the outside of the duplex. Additionally, building codes do not require the stairs to be on the inside for ingress/egress for multiple story residential structures; this means that unless a building inspector notices this, it could fall “under the radar”- something that has apparently happened here all these years. What brought this matter to the forefront was not a citizen complaint, but from a loan audit by the applicant’s lender citing concerns about whether the property was in zoning compliance.

Due to the lenders concerns, the applicant came to the County asking for a letter of compliance. When the planning department researched the property and permit history; they found the property was properly permitted for a single family residential dwelling and NOT a duplex in 2001. Since zoning was in force then, the planning department determined that the property is not an approved nonconforming use, not “grand-fathered” and as such, a letter of compliance would not be provided.

Since the applicant still needed to attempt to bring the property into zoning compliance to satisfy his lender, he asked the planning department what options were available and it was determined that a rezoning to RMF would be the course of action to take in an attempt to bring the parcel into conformity.

It was however; after the planning department accepted the rezoning request and conducted a further review of the application that the planning department determined the best course of action would be to ask for a conditional use for a duplex in RSRMM over rezoning from RSRMM to RMF.

This analysis is based on the fact that there are no RMF zonings anywhere within the immediate or greater vicinity of this request, the future land use map does not anticipate multi-family development in the area and if approved, a spot zoning situation would be created.

The subject property is wooded and all adjacent properties to the North, South, East, and West are residentially zoned, with single family residential structures.

Adjacent Land Uses	Existing zoning	Existing Use
North	RSRMM	Single family residential
South	RSRMM	Single family residential
East	RSRMM	Single family residential
West	RSRMM	Single family residential

Development Support and Constraints

As stated above, the subject property currently contains a duplex in a clearly established single family residential area. Although the applicant states he knew upfront that the property was a duplex, he had no knowledge at purchase time the property was not in zoning compliance. As such, the applicant had a reasonable investment backed expectation of what he was purchasing and although the duplex may be deemed illegal by the County, it has been allowed to “advance” to a duplex over the years with the existence of multiple entrances, addresses, and meter bases.

Relationship to the Comprehensive Plan and FLUP (Future Land Use Plan)

According to the 2013-2033 comprehensive plan and accompanying FLUP (Future Land Use Plan), the subject property is identified as Rural Residential. Areas designated as Rural Residential are anticipated to have a development pattern for this character area that consists of rural and undeveloped land likely to face development pressures for lower density (one unit per

two plus acres) residential development. These areas typically have limited water/sewer infrastructure and rely on septic systems. In addition, they typically have low pedestrian orientation and access, very large lots, open space, pastoral views and a high degree of building separation.

With the Rural Residential designation, any multi-family residential encroachment within this area would be considered inconsistent with the comprehensive plan. As such, it is from the above analysis and the inconsistency with the comprehensive plan that the recommendation to rezone from RMF was determined to not be in the best interest of the County; but, a request for conditional use approval to try and bring the duplex into zoning compliance may be the best option for the applicant to move forward.

Public Facilities/Impacts

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

Analysis

- The existing structure was permitted as a single family residence in a single family residential zoning district back in 2001 yet appears to have been constructed “under the radar” as a duplex.
- The applicant purchased the property in 2013 knowing the existing use of the property was a duplex yet was unaware the property was not in zoning compliance.
- The subject property has been unnoticed all these years as a duplex with no record of citizen complaints.
- It is the applicant's lender who brought this issue to the forefront when a loan audit discovered that the property may not be properly zoned for a duplex.
- The planning department determined that the duplex is not a nonconforming use and not grandfathered for this location; as such, would not provide the applicant a letter of zoning compliance.
- RMF zoning for this area of the County is not consistent with the comprehensive plan and is highly discouraged.
- The original planning department determination and application received to rezone to RMF was deemed to not be in the best interest of the County.

- A conditional use approval with stipulations for a duplex within the current RSRMM zoning district could bring the property into zoning compliance while maintaining the development integrity of single family residential for the area in question and not setting precedence by introducing an incompatible zoning district into this part of the County.

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

A. The existing uses and classification of nearby property.

All adjacent properties to the North, South, East, and West are residentially zoned for single family residential structures.

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

A rezoning to RMF could potentially diminish property values. A conditional use maintains the current zoning of the property.

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

If the request were to be denied, any effort to require the applicant to convert the duplex into a single family residence could be complicated by the fact the applicant purchased the property with reasonable investment backed expectations of it clearly being a duplex.

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

From the road, the subject property for all intents and purposes looks like a two story house. The property has been used as a duplex for many years with no harm to the public.

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

This request is for a conditional use to allow for the continuation of a duplex.

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

This criterion does not apply to this particular situation.

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

As the history and facts of this application have been addressed and the analysis made; granting the conditional use should not harm the surrounding area.

Pictures of Property:



Staff Recommendation

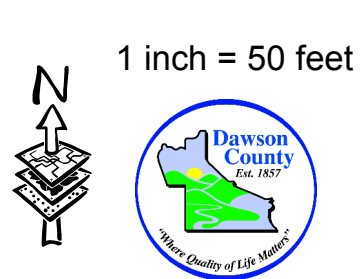
Due to the pre-existence of the duplex and unique facts of this application, the planning staff recommends *APPROVAL* of the conditional use with the following stipulations.

1. The duplex shall not be expanded beyond its current size.
2. The duplex shall maintain its appearance of a single family residential dwelling.
3. The duplex shall not be rebuilt, altered, or repaired if damage occurs to the property that exceeds 75% of the fair market value of the structure immediately before the damage occurred.
4. If the duplex is ever converted to a single family residential structure, it shall not be reconverted back to a duplex.
5. No subdivision of the subject property shall be allowed to the two (2) acre tract that would increase the nonconformity of the duplex by placing it on a smaller piece of property.
6. All stipulations of zoning shall be made a part of any plats made for the subject property.

Maps Attached:



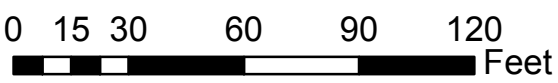
0 15 30 60 90 120 Feet



1 inch = 50 feet
069-026-003
Zoning
 Dawson County
 Public Works
 12/12/2016

Legend

Parcel	RPC	RRE	C-IR
Rivers & Streams	RSR	RSRMM	C-PCD
Zoning	RL	VC	C-RB
ZONING_CLASS	RMF	VCR	C-TB
Historic District	RMHP	C-01	CT
37	RT	C-CB	
MIXED USE VILLAGE	RS	C-HB	
RA			



1 inch = 50 feet



069-026-003

Aerial

Dawson County
Public Works

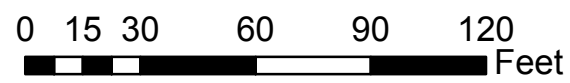
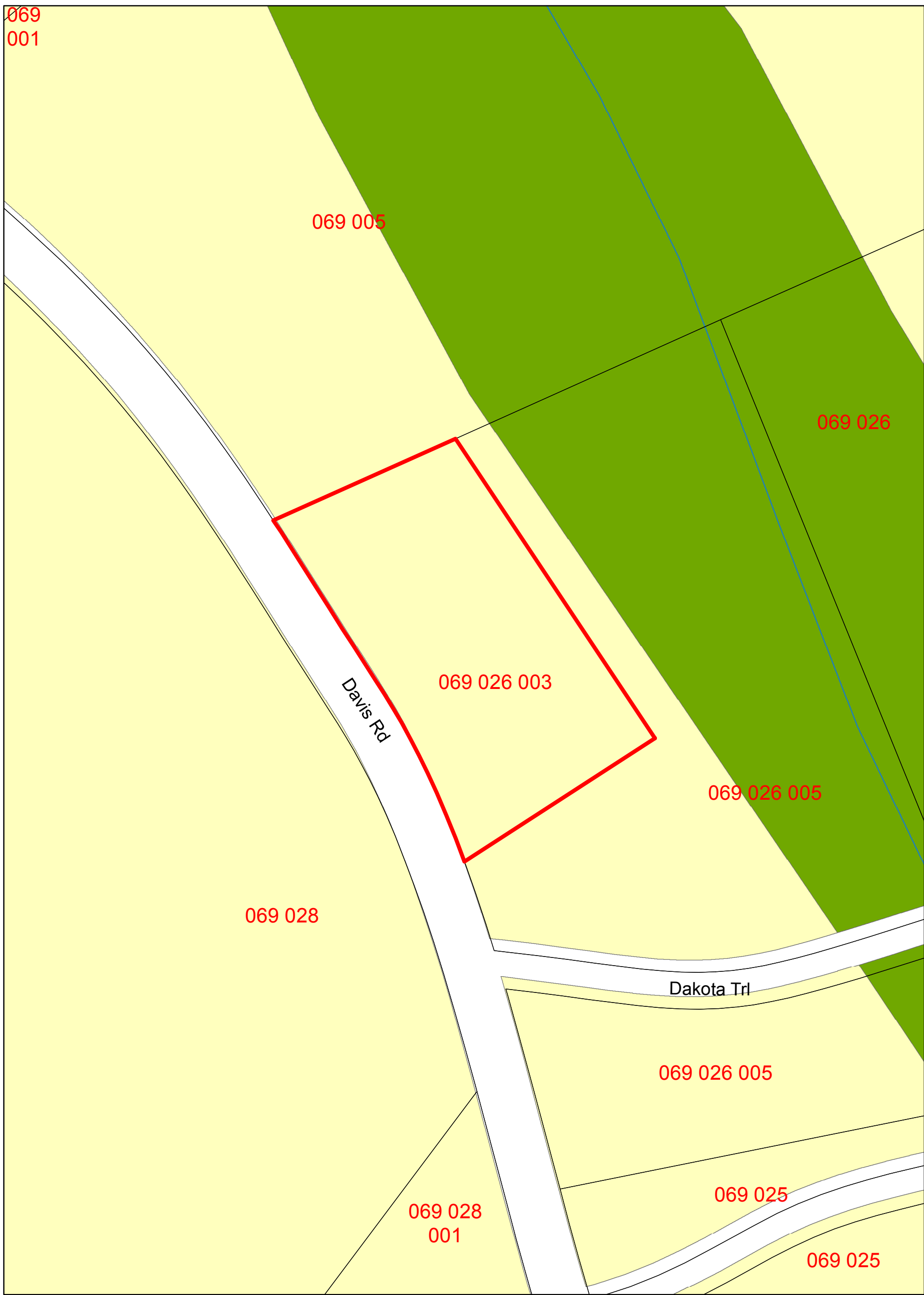
12/1/2016

38

Legend

-  Parcel
-  Rivers & Streams

2015 Aerial Imagery



069-026-003 Future Land Use Dawson County Public Works

12/12/2016

Legend

1 inch = 50 feet

- | | | | |
|-----------------------|-------------------------------|----------------------------|--|
| Parcel | Suburban Residential | Crossroads Commercial | Transportation/Communication/Utilities |
| Rivers & Streams | Planned Residential Community | Campus-Style Business Park | Agriculture |
| Future Landuse | Town Residential | Office/Professional | Parks/Recreation/Conservation |
| Exurban Residential | Multiple-family Residential | Mixed-Use Village | Forestry |
| Rural Residential | Lakefront Residential | Public Institutional | Water |
| Sub-Rural Residential | Commercial - Highway | Light Industrial | Water Supply Protection Area |



Backup material for agenda item:

1. Updated Purchasing Policy (*1st of 2 hearings. 2nd hearing will be held on February 2, 2017*)



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Purchasing

Work Session: 11/10/2016

Prepared By: Purchasing Director Davida Simpson

Voting Session: 11/17/2016

Presenter: Purchasing Director Davida Simpson

Public Hearing: Yes No

Agenda Item Title: Presentation of Updated Purchasing Policy

Background Information:

The current bid ordinance and purchasing policy, adopted August 20007, revised the original Enabling Legislation (1995), language with regards to purchasing procedures. The policies failed to outline daily practices and procedures and were too restrictive for today's practices.

Current Information

Purchasing has been updating its policies and procedures since 2014 to reflect current practices and departmental needs. Purchasing met with administration and senior staff to make sure that the policy meets their needs while still protecting the county and ensuring an open and competitive environment. All parties feel this policy meets both requirements and is in the best interest of the County. The proposed changes will enable staff to better obtain the best value for each tax dollar spent while still maintaining a public and ethical process. Because this policy would repeal the current Board approved ordinance and policy, two advertised (2) public hearings are required.

Budget Information: Applicable: Not Applicable:

Budgeted Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Staff respectfully requests the Board to approve the proposed Purchasing Policy and move to hold two (2) public hearings and advertise accordingly.

Department Head Authorization: *Nickie Ninkub*

Date: 11/4/16

Finance Dept. Authorization: *Dan Hurdley*

Date: 11/07/16

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Attachments: Enabling Legislation of 1995 as it relates to purchasing, Bid Ordinance and Purchasing Policy adopted in 2007 and the proposed Purchasing Policy.

1. PURPOSE

This policy is adopted as a guide to obtain high quality goods and services at the best cost, to conduct procurement procedures in a fair and impartial manner, to provide access for all qualified vendors, and to promote efficient procurement practices among all County departments.

Rules governing contract awards shall be made clear in advance. Specifications shall reflect the procurement needs of the County and the vendor shall freely exchange information concerning what is sought to be procured and what is offered. In addition, surplus property is to be disposed of on a competitive basis whenever practicable.

This policy establishes a means for purchasing materials, supplies, equipment and services by the County. These procedures shall apply to all departments and agencies of County Government funded in whole or in part by the County and for which obligations are paid through the Dawson County Finance Department unless specifically exempted by the Dawson County Board of Commissioners.

2. POLICY INTENT

This policy is intended to provide the policies and procedures necessary for purchasing activities for Dawson County. This policy is designed to:

- Encourage maximum competition through fair and equal opportunity to qualified and interested bidders.
- Provide a uniform policy for the procurement of material, equipment, supplies, and services.
- Ensure that the taxpayers get the “best overall value”.
- Apply to all County Departments under the budget authority of the Board of Commissioners.

3. AUTHORITY

The Dawson County Board of Commissioners authorizes the County Manager to exercise procurement responsibility subject to the limitations and terms included in this policy. In all cases, reference to a county employee in this policy shall be deemed to include designees of the employee. The Purchasing Manager, under the supervision and direction of the Chief Financial Officer, shall be responsible for the purchase of all goods and services for the County that fall outside the departmental limits stated herein. .

Disclaimer of Responsibility

The County will not be responsible for a purchase made by any County employee, County Official, or an employee of any department utilizing public funds that fails to follow these purchasing policies and procedures.

It shall be considered a “breach of duty” by any employee to procure goods or services not consistent with the purchasing policies and procedures contained herein. Any breaches shall be reported to the County Manager, Chief Financial Officer, or Elected Official, as applicable.

The Board of Commissioners may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a purchase of goods and or services made in its name, in

the name of any governmental department under its fiscal authority, by an unauthorized person or any person acting outside these polices.

4. ETHICS IN PUBLIC PURCHASING AND CONTRACTING

It shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any vendor or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

Inexpensive advertising items bearing the name of a vendor, such as pens, pencils, paper weights, cups, candy, or calendars, social courtesies such as infrequent meals or holiday gifts not to exceed \$100.00, are not considered articles of value or gifts in relation to this policy.

Failure to comply with the provisions of this policy will result in disciplinary action.

Solicitation or acceptance of gifts from bidders, offerors, contractors or subcontractors is prohibited. No official or employee shall have a personal interest in a transaction or contract. The Purchasing Manager at the direction of the CFO shall provide information regarding these prohibitions to employees and affected volunteers.

No County official or employee shall accept vendor paid trips to vendor sites or other locations if the trip or any expenses associated with the trip are paid by anyone other than the employee or County without prior written approval of the County Manager.

Exception: The County understands that site visits may be vital to a successful contract. All information must be included in bid pricing and approved by the Board of Commissioners at time of award.

5. DEFINITIONS

The following words, terms and phrases, when used in this Policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agenda Request Form is a form designed by administration that allows for the presentation of all pertinent information to be garnered quickly, i.e. commodity, background, current information, budget, attachments, and presenter. This form must be used when submitting a request to the Board of Commissioners for approval.

Approved vendor means a person or entity that is deemed capable of providing products or services to the county, that has completed the necessary paperwork (e.g. W-9, E-Verify, and met the necessary Insurance Requirements) and has been approved by the Purchasing Department.

Blanket order means a purchase order(s) issued to an approved vendor which may be left open for a complete fiscal year. Blanket orders must be attached to an approved contract and funds must be encumbered. The goods or services specified might be ordered/released throughout the fiscal year as needed.

Capital Asset means any tangible asset (vehicles, equipment, furnishings, etc.) with a unit value of \$5,000.00 or more which has a life cycle of a minimum of one year or more.

Competitive sealed solicitation means the procurement method where a formal bid or proposal for materials, supplies or contractual services is submitted by a vendor in a sealed envelope that is to be opened publicly at a designated place, time, and date. Solicitations must be published in the legal organ. There are several types of solicitation methods.

Consent Agenda is defined as a single agenda item that encompasses all the things the Board would normally approve without formal presentation. The Board may vote an item off the consent agenda and ask that it be formally presented. Departments are required to submit the agenda request form and all other pertinent information the Board may need to make an informed decision.

Emergency purchase means a purchase made necessary by a situation which could not have been anticipated by the department or elected official, usually involving life threatening circumstances or risks of injury, or resulting in work stoppages or undue delay, or occurring during non-business hours when the ordinary purchase procedures cannot be followed.

Equipment means automotive equipment, machinery, or other items of a permanent or semi-permanent nature.

Local vendor means a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Refer to the Local Small Business Initiative included in this document for further requirements.

Materials, supplies or contractual services means all tangible equipment, commodities, repairs or nonprofessional services as are normally used or consumed during the current year, and for which a general appropriation has been made.

Notice to Proceed is a form issued by purchasing to report all documentation has been obtained and a department can proceed with the project. Examples of documentation are executed contracts, bonds, insurance, etc.

Professional services means such services including but not limited to medical, surveying, engineering, consulting, architectural, legal and audit services or other services performed by individuals whose profession may or may not be licensed by the state or

federal government. These services are normally used during the current year and are covered by appropriations. Any service over the bid threshold must be approved by the Board of Commissioners.

Purchasing Department means the office designated and maintained by the Board of Commissioners that is assigned the general duties and responsibilities of supervising and administering the provisions of this Policy.

Purchase Order, or PO, is required for every purchase over the individual signing authority of the Department Head or Elected Official (see Chart 1) whether the commodity or service is under formal contract or not. This document is used for the purchase of goods and services that are itemized in the budget; can be single or recurring items and the PO will be audited by Finance back to the original approved request to assure accuracy in invoicing and payment control.

Public Works Construction Projects is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32 (see Road Construction Projects). Such term does not include the routine operation, repair or maintenance of existing structures, buildings or real property. Exemptions are projects under \$100,000.00 or when inmate labor is used. See O.C.G.A. § 36-91-1.

Quote Analysis Form is a form designed by purchasing to identify the need, all pricing received, justification, accounting and approval by the requesting department. This form is needed prior to the issuance of a purchase order.

Revenue Source means the source for funds, i.e. donations, grants, budgeted funds, etc. The county does not differentiate between donations and budgeted funds for the purpose of this policy. Grant agencies as well as state and federal funding sources may have an impact or additional rules and regulations that would apply to solicitation or procurement processes and methodology.

Responsive Bidder means a bid or proposal is considered RESPONSIVE when the proposer has the capability in all respects to perform in the full contract requirements as stated in the solicitation, and the integrity and reliability that will assure a good-faith performance

Responsible Bidder means a bid or proposal is considered RESPONSIBLE when the proposer has the capability in all respects to perform in the full contract requirements as stated in the solicitation, and the integrity and reliability that will assure a good-faith performance

Road Construction Projects means a local government contracts to construct, reconstruct or maintain a public road or bridge with a private contractor, an adjacent county, city, the state or federal government. It includes the purchase of materials, labor, professional services or other things incident to the work. Except where exempt, road construction contracts must be let by public, competitive sealed bid. The proposal method may not be used. Price is the driving factor

in determining in road construction projects. Road Construction Projects are not subject to the Local Government Public Works Construction Laws except where specified. Road construction contracts are subject to the requirements of O.C.G.A. § 32-4-1.

Sole source purchase means a purchase of a product or service that has a distinctive/unique feature or characteristic that is not shared or provided by competing companies or districts within a company or where a particular brand name or product is required.

Standardization means an item or service that Dawson County chooses to make standard (e.g. purchase from a single vendor or a single brand) in order to bring uniformity and efficiency to certain items or services as it determines necessary. The County Manager and/or Purchasing Department have discretion when to use standardization.

Solicitation Request Form This form is generated either by the requesting department or the purchasing department. The form helps define deliverables and/or scope of work, identify potential issues, joint projects and/or other affected departments, and obtain approval from many in Finance, Department Head(s), Purchasing, and County Manager.

Used equipment is subject to budget appropriations and Board approval if over \$25,000.00, used equipment and personal property may be purchased without advertisement, provided that the department head and purchasing department have made a diligent search of the marketplace and provide documentation of such search. Documentation shall include information as to the cost of such equipment if purchased new, availability, warranty, life expectancy, proposed use, etc. Buying used equipment should be used as an exception and must have County Manager approval.

6. APPROVAL LIMITS

Amount	Action	Approving Authority
\$0.00 - \$2,999.99	No action required. Quotes are strongly encouraged	Department Heads/Elected Officials
\$3,000.00 - \$9,999.99	Three written quotes submitted on the Quote Analysis Form	Department Heads/Elected Officials and Purchasing Manager
\$10,000.00 - \$24,999.99	Three written quotes submitted on the Quote Analysis Form	Department Heads/Elected Officials, Purchasing Manager and County Manager
\$25,000.00+	Formal Solicitation Process (IFB, RFP or RFQ)	Board of Commissioners

CHART 1 – SIGNING AUTHORITY

Less than \$2,999.99: Departments are not required to obtain three (3) quotes but are strongly encouraged to do so to ensure the best cost and quality for the County. Department Head approval is required for purchases under threshold.

Between \$3,000.00 \$9,999.99: Informal written quotes from at least three (3) sources must be obtained. Faxed, emailed or website quotations are acceptable. Purchases must be supported by written quotations from vendors. Direct solicitation is allowed. Award of purchase requires the approval of the Department Head and Purchasing Manager.

Verbal quotes are not accepted. Departments should avoid requesting quotes from vendors who have previously been non-responsive. If departments continue to return non-responsive quotes, Purchasing will be unable to issue a Purchase Order until three (3) valid, good-faith quotes are obtained. It is understood that some vendors will be non-responsive and departments should try to obtain as many quotes as possible.

If a vendor is a sole source, meaning they are the only vendor who can provide the required goods and/or services, departments should give a detailed explanation and attach to the Quote Analysis Form. Examples of sole source justification are: continuation of previous services, maintenance agreement with vendor who provides software, or regional vendors of direct manufactures.

Between \$10,000 and \$24,999.99: Informal written bids from at least three (3) sources must be obtained. Faxed, emailed or website quotations are acceptable. Purchases must be supported by written quotations from vendors. Direct solicitation is allowed. Award of purchase requires the approval of the Department Head, Purchasing Manager and the County Manager.

Over \$25,000: The formal sealed bid must be used and a solicitation must be publicly advertised in the legal organ at least fourteen (14) days prior to the date set for opening. Approval to release a formal solicitation must be approved by the County Manager. Some exceptions apply and are listed under “Exceptions” section within this document.

7. SOLICITATIONS

The decision to release quotes, either formal or informal, or sealed solicitations is based on several factors that include but are not limited to: anticipated cost, department expectations, liability to the County and other factors to provide the best overall value for the County. These processes are used to obtain competitive pricing.

Preparing Specifications

It is the responsibility of the department to determine and write bid specifications. The Purchasing Department may assist in developing specifications. If the Purchasing Department is involved in developing specifications, the needs of the end user should be the primary focus. After written specifications are provided the submitting department will complete the Solicitation Request Form and set up a meeting with Purchasing to review the request. It is the responsibility of the Purchasing Department to determine the method of purchase, to ensure that specifications are not so restrictive that only one bid can be obtained and that adequate competition is available. The delivery location must be specified in the original request.

Brand Name Specifications

When references are made in solicitation documents to trade names or the brand names of

manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment with different trade names are offered, then the bidder must establish equivalency. Product literature or catalogs may be submitted to support claim of equality. Several vendors may be able to provide the same manufacturer therefore competition is available.

Standardization

Standardization is a method to achieve savings by purchasing a limited number of brands or products. Departments such as Fleet or Public Safety may use this option more frequently than others as a means to guarantee compatibility or proper maintenance and training. The use of the standardization clause is neither automatic nor frequent. The department must submit, in writing, why the standardization clause (brand names) should be used for each occurrence. This documentation will be provided with the formal request and kept for audit purposes. The County Manager and or Purchasing Department have discretion when to use standardization.

Sole Source

Sole source procurements should be infrequently used in purchasing. There are times when a sole source is needed aside from standardization: non-competing districts of a company where Georgia is its own market, proprietary information, software and equipment, continuation of services, or the like. It is the responsibility of the requesting department to articulate the reasoning behind the sole source request. The Purchasing Department and/or County Manager may approve sole source procurement when a clear and compelling reason justifies the sole source.

Professional Services are infrequent and sometimes unique and may not be able to be formally solicited. Formal bids are not required but the governing authority must approve the contract and award if over the threshold. It is the responsibility of the department to articulate why a bid is not in the best interest of the County. In the event professional services are needed but a bid is not requested, the discretion lies with the Purchasing Manager and County Manager.

Less than \$25,000.00

Quotations

Quotations are an informal process when compared to sealed solicitations. The type of quotation used depends on cost, department expectations, risk to the County and approval limits. Sealed responses are not required and quotes are not typically solicited via the legal organ. Purchasing, at their option, may release the Request for Quote using the County's website or other media outlets but is not required to do so.

With regards to purchase orders, quote pricing is good for 90 days. Departments may continue to order off the approved quotation for this period of time. Upon the 91st day, departments will need at least three (3) new quotations and request a new purchase order per policy.

Purchase Orders shall be issued prior to the purchase of goods and/or services over the individual signing authority of the Department Head.

Request for Quotation by Departments (Internal Quote) \$1.00 to \$2,999.99 An informal process for the quick purchase of low dollar items from \$1.00 to \$2,999.99 require written, verbal, phone, website or e-mail confirmation. **\$2,999.99** is the standard approval limits for most departments. This policy typically takes one to three days and is designed for immediate purchases and requires Department Head approval.

Request for Quotation by Departments (Internal Quote) \$3,000.00 to \$9,999.99
For this price point, a more formal process than internal quotes but less formal than other options shall be followed. This process is used for purchases of items from \$3,000.00 to \$9,999.99 and requires written quotes from vendor or from a website. This process typically takes one to three days and is designed for immediate purchases and requires Department Head and Purchasing Manager approval.

Request for Quotation (RFQ) \$10,000 to \$24,999.99
Process may be either formal or informal process, but a short form is sent to vendors. Used for the purchase of dollar amounts between \$10,000 to \$24,999.99 well-defined goods or services. This policy typically takes one-two weeks. For purchases between \$5,000.00/ and \$9,999.00 policy requires the Department Head, Purchasing Manager approval. For purchases between \$10,000 and \$24,999.99 policy requires the Department Head, Purchasing Manager and County Manager approval.

Request for Quotations (RFQ) - Formal Request
Formal Request for Quotations may be sent out via the Purchasing Department when necessary to add stipulations and/or contracts for goods or services under the bid threshold. Formal RFQs require the requesting department, alongside Purchasing, to complete the Solicitation Request Form. This process typically takes up to two (2) to three (3) weeks to solicit, approve, award, and execute contracts.

Cooperative Agreements
The use of State or other local contracts may be used when approved by the County Manager or Board of Commissioners based on cost or contract amount. A cooperative agreement must be in place in order to participate or “piggy-back” off of another contract solicited by another agency.

The Department of Administrative Services for the State of Georgia competitively bids certain commodities, supplies, and services on an annual basis. Copies of these contracts and revisions are maintained on-line at www.doas.state.ga.us. For federal contracts visit www.gsa.gov for a listing in the event of a federally declared disaster, technology as well as public safety equipment.

The state contract price may be used to establish the maximum price for a good or service.

These contracts are available to Dawson County for use but are not mandatory. Competitive bidding by Dawson County will not be required if these contracts are utilized. When cooperative

agreements are used for source justification, there will be no requirement for Board of Commissioner approval, unless the dollar amount is meets the threshold for Board approval. See Chart 1.

If purchased off a cooperative agreement, and budget is already approved for the specific expenditure, the Board of Commissioners’ approval is not required if under the bid threshold. REPLACE WITH: If purchased off a cooperative agreement, and budget is already approved for the specific expenditure, the purchase will be presented to the Board via consent agenda.

Procurement with Federal or Grant Funds

When purchasing with federal or grant funds, other regulations may supersede local purchasing policies. It is the responsibility of the Purchasing Department to verify a vendor is not on the

Commodity	Anticipated Cost	Bid Type
Goods or Well Defined Services; When price is priority	\$5,000.00/- \$25,000.00	Quote
	\$25,000.00+	IFB
Standard Services; When technical requirements are the priority	\$5,000.00/ - \$25,000.00	Quote
	\$25,000+	RFP
Professional Services; When technical requirements and/or Qualifications are the priority	\$5,000.00/ - \$25,000.00	Quote
	\$25,00.000+	RFP or RFQ

government’s list of debarred contractors at <https://www.sam.gov> and documenting efforts in accordance with federal regulations.

CHART 2 – PURCHASING METHOD

More than \$25,000.00

Sealed Solicitations

The release of sealed solicitations is a formal process to solicit responses from qualified vendors. Federal, State and local laws may and usually will apply based on project. There are three (3) types of sealed solicitations: Invitation for Bid (IFB), Request for Proposals (RFP) and Request for Qualifications (RFQ).

Departments should assist Purchasing with the background information for the solicitation. The Solicitation Request Form is required for all sealed solicitations and used to help define scope of work or deliverables, list the priorities (scoring) of the solicitation, decision if bonds are needed, and obtain approval from many in Finance, Department Head(s), Purchasing, County Manager and any other department that may be affected by the solicitation. Once the solicitation has been approved, Purchasing will release the sealed bid.

If the solicitation is of a complex nature, a pre-proposal meeting should be scheduled and detailed in the solicitation document. The meeting can be optional or mandatory.

Invitation for Bid (IFB)

A sealed IFB is sent to prospective bidders when goods or services desired are well-defined and represent a high dollar purchase of \$25,000 or more. This policy typically takes six to eight weeks.

Request for Proposal (RFP)

A formal, sealed RFP is sent to prospective bidders when the goods or services desired are high dollar \$25,000 or more, complex, and not wholly defined. Same pre-solicitation process as noted for an Invitation for Bid (IFB) but the focus on the solicitation grading differs. Whereas price is the driving factor with IFBs, a criterion is defined in the RFP and an evaluation committee must score each submittal. This policy typically takes six to eight weeks.

Request for Qualifications (RFQ)

A formal, sealed RFQ is sent to prospective bidders when the goods or services desired are high dollar \$25,000 or more, complex, and not wholly defined and where the focus of the project is the qualifications of the vendor not the price. A similar scoring criterion shall be defined in the RFQ.

For some projects where Federal laws superseded local policies, price may or may not be an allowable scoring criterion, and therefore may not be requested within the proposal. In this case, the vendor is determined based on the scoring criterion and price is then negotiated with the highest scoring vendor. If a price cannot be agreed upon, the County will move on to the next highest scoring vendor. There are some Federal laws that state that price may be used to score but should not be the driving factor.

Both the department and Purchasing to take note if Federal or State laws provide guidance to bid process such as the Brooks Act or Davis/Bacon Wage Act.

If no other law or policy relates to the RFQ and the team wants to consider pricing but only after scoring, it may be in the best interest of the County to request pricing be sealed separately within RFQ submittal. Vendors should be ranked based on qualifications and only the short listed vendors pricing should be opened.

Because of the complex nature of this type of solicitation, this policy typically takes eight to ten weeks.

Pre-Qualification

Prospective vendors may be pre-qualified for particular types of good or services, typically technical and construction services through the solicitation process, specifically a Request for Qualifications. The solicitation document should clearly read the intent of the document is to pre-qualify vendors. All procurement rules apply to this form of solicitation such as advertisement notices and award.

Upon establishment of a pre-qualified vendors list, requests for proposals or requests for quotations may be submitted to individuals or companies on the list.

FORMAL SOLICITATION PROCESS

How Bids/Proposals are Publically Solicited

Legal Organ

All formal, sealed solicitations are published in the legal organ selected by Constitutional Officers designated by state law. All advertisements must be run in the legal section under Bids & RFPs. Formal solicitations shall run in the legal organ for no less than fourteen days prior the bid opening. For Public Works Construction Projects, advertisement must run at least two times during the four weeks prior to the bid or proposal opening. The first advertisement must be at least four weeks before the bid opening or proposal opening. The second advertisement must be at least two weeks after the first advertisement. A copy of the Publisher's Affidavit shall be filed with the solicitation file.

County Website

All formal solicitations are published on the County's website under the Bids & RFPs webpage. This is the primary source of information for all solicitations including but not limited to the solicitation request, addenda, forms and award notification. Once solicitations are posted online, purchasing sends notification through the Dawson County Vendor Registry. When able, departments should assist purchasing in choosing which codes are applicable.

State, Local and Private Outlets

When appropriate, the Purchasing Department will advertise on various state, local private websites when it is in the best interest of the County. When able, departments should assist purchasing in choosing which commodity codes as applicable. Examples of these outlets include but not limited to: Georgia Procurement Registry, Georgia Local Government Access Market, Dawson County Chamber of Commerce, Dawson County Home Owners Association, et al. This is not legally required.

Social Media

All formal solicitations should be published on the official Dawson County social media outlets but is not legally required.

Bonds

Bonds add another layer of protection to the County. If the procurement of goods/services opens the County up to additional liability, bonds should be required. Bonds should always be required in Public Works Construction Projects and Georgia Department of Transportation funded projects. The decision to require bonds in a formal solicitation, are at the discretion of the Purchasing Manager and the County Manager.

If required under Section II - Scope of Work of the solicitation document, any combination of the following bonds may be requested by Dawson County.

- A five percent (5%) bid bond
- A one hundred percent (100%) payment bond*
- A one hundred percent (100%) performance bond*

Note: Higher or lower bonds may be stipulated as required by funding source: GDOT or Federal Funds. If any change is needed, specifications will be outlined in the solicitation document.

The bonds can take the following forms: cash or certified check.

Bonds are suggested when using SPLOST funds, project estimates are over \$100,000, Public Works Construction/Road laws are in effect or when special circumstances dictate additional protection is prudent.

All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

The cost of bonds may be included in the vendor's price proposal but should not be line item priced. The County will not pay for bonds and are considered cost of doing business.

Bonds will be released at the discretion of the Project Manager who ensures the vendor has fulfilled the scope of work, the Purchasing Manager to ensure all contractual obligations have been satisfied and the final approval is of the County Manager. Usually, this is 30 days after successful completion and acceptance of the project.

Retainage

When a project is of import but not to the level of requiring bonds, the Purchasing Manager may add language to the solicitation document and contracts regarding retainage. The vendor shall be paid for work performed based upon satisfactory inspections and completion of the agreed upon draw schedule. The vendor's fee will be paid on a Net 30 basis less 10% retainage.

Retainage will be released at the discretion of the Project Manager who ensures the vendor has fulfilled the scope of work, the Purchasing Manager to ensure all contractual obligations have been satisfied and the final approval is of the County Manager. Usually, this is 30 days after successful completion and acceptance of the project.

Pre-Bid & Pre-Proposal Conferences

The nature of some solicitations require that a pre-bid or pre-proposal conference be held in order to clarify specifications, answer bidder questions regarding specific requirements, or to allow bidders to perform a site visit, review and/or inspection.

The Purchasing Department and requesting department will confer whether to hold a pre bid/proposal conference. Conferences are not the standard. If the project is over \$100,000.00 or bonds are in effect, a meeting is required and mandatory. Information regarding conferences will be included in the legal notice. If it is later determined a meeting is necessary, an addenda must be issued and bidders must have enough notice to make arrangements to attend.

All attendees are to sign in on the sheet provided by Purchasing. In the event a meeting is mandatory, bidders not signed in may not submit a response. The sign in will be posted on the County's website.

Addenda

Any changes to the original solicitation will be made in writing in the form of an addendum, and will be placed on the County's website. It is the responsibility of the bidder to obtain any and all addenda and submit with their response.

In addition, if bidders have any additional questions or information requests regarding a specific procurement, they are to be emailed or faxed directly to Purchasing as directed in the solicitation document. Responses to pertinent questions will be answered in the form of addenda.

Bid Opening

All bids shall be opened at a time and place designated in the solicitation request. The Purchasing Manager and/or CFO and one other staff member, not from the requesting department, acting as a witness shall open all sealed bids. **Late bids will not be accepted.** Late bids will be rejected and returned. This cannot be waived by any entity. Sealed responses are required. Vendors who fail to return sealed responses will be rejected and returned. If at least three bids are not received the Board of Commissioners may reject, requiring a re-bid. Witnesses should not be from the department requesting the bids.

In the case of Invitation for Bids, the names and prices shall be read aloud. Dawson County does not report an "apparent low bid." For Request for Proposals or Qualifications, only the names shall be read aloud due to the need for future evaluation and review of the proposals.

Bids/proposals are not subject to the Georgia Open Records Act while under consideration. Once a contract has been awarded bids are subject to the Georgia Open Records Act. Some materials may be redacted per the Georgia Open Records Act and the records custodian and/or the County Attorney can assist in determining what, if any information may be redacted.

Withdrawals or Modifications/Corrections of Bids

If an error is discovered prior to the submittal deadline, the bidder may submit the corrected information in a sealed envelope clearly marked on the outside of the container. If an obvious clerical error is discovered after the bid opening, the bidder may submit a letter to Purchasing requesting that the error be corrected. This request needs to be made within 24 hours of error being found. Final determination as to whether to accept the correction is up to Purchasing. Generally, modifications made to open bids are not accepted for any reason other than the aforementioned.

Evaluating Submittals

An evaluation committee will be named during the pre-solicitation meetings between the requesting department and Purchasing. This group shall consist of county personnel who have knowledge of the goods/services to be procured, will be affected by the solicitation or have other applicable knowledge. The committee shall score and rank proposals based on information *solely*

provided within the vendor's submittal against the rubric in the solicitation document. Scoring criteria will be set by the Purchasing Department and the requesting department. It is the responsibility of each evaluator to:

- Read the solicitation document in its entirety.
- Read each submittal in its entirety.
- Confirm responsiveness to the request: Ensure vendor has provided all information required in the RFP. Use the scoring criteria, scope of work and the Vendor's Checklist for assistance.
- Check references thoroughly. Evaluators are encouraged to work together or share information received during this process, i.e. email references or other correspondence from references. Points should never be given if references are not vetted.
- Evaluators should score using their own knowledge.
- Contact Purchasing with any questions that need clarification or additional information. Direct contact with vendors while in the solicitation process is strictly forbidden.
- Complete the evaluation score sheet and return to Purchasing along with original submittal packets.
- Attend meetings when scheduled of the evaluation committee to include, meetings, interviews, demonstrations, etc.
- Evaluators should take care to evaluate based on information only provided in the bidder's response. Vendors should not receive credit for work not reflected in the bid. Failure to return all required information should be reflected in scoring.

Required Forms

Dawson County may require vendors to submit documentation other than pricing to prove they are responsible and or responsive. A list of the required documentation should be required in the solicitation document and/or addenda. As a general rule, the following should be required in a vendor's response:

- Vendor's Checklist
- Vendor's Information Form
- Vendor's Price Proposal Form
- Vendor's Qualifications – usually on a separate sheet(s)
- Vendor's Reference Form
- Execution of Proposal Form
- Addenda Acknowledgement Form and any addenda issued
- Proposer's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit (E-Verify)
 - Contactor's Affidavit
 - Subcontractor's Affidavit (if applicable)
- Local Small Business Initiative Affidavit (if applicable)
- Proof of Insurance/Certification of Insurance as stipulated in the bid document
- Completed W9
- Copy of valid business license where corporate office is registered
- Copy of professional licenses or certifications (if applicable)

- Bid Bond (if applicable)

Technical Waivers

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal policy, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel solicitations at any time.

As a rule, changes cannot be made to the bids after the public opening with the following exceptions:

- Obvious clerical mistakes, including misplacement of decimal points, unit price extension or addition or subtraction errors in total calculations.
- Addenda if it does change pricing or it did not change the original scope of work.

Pricing or bonds may not be changed or submitted after bid opening.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive treatment provider.

Disqualification of Bids

Bids may be disqualified or deemed non-responsive by Purchasing as a result of, but not necessarily limited to the following reasons:

- Failure to return all required documents.
- Failure to follow the bid schedule to include submittal deadline.
- Failure to return applicable compliance/specification sheets.
- Failure to acknowledge receipt of applicable addenda.
- Failure to provide a bid bond when required – automatic rejection.
- Failure of bidder to sign all required documents. Unsigned bids will not be considered except in cases where bid is included with other documents which have been signed. Purchasing has sole discretion.
- Failure of the bidder to extend pricing.
- Failure to hold firm pricing.
- Failure to meet specified delivery requirements.
- Prices of services or items exceed the departments budgeted amount allowed for these items.

Vendor Responsibility

It is the responsibility of each vendor to read and understand all requirements in the solicitation documents. If an item is unclear, the vendor should submit questions to the Purchasing Department. Vendors shall submit all required documentation, fully executed, as directed in the solicitation document. Additionally, vendors should be familiar with all Federal, State and Local rules, regulations, policies and procedures pertaining to each solicitation. Furthermore, vendors performing work in Dawson County are required to register with the Dawson County Planning &

Development Department. Out of county bidders are not required to register as part of a bid submittal. Only the successful, awarded vendor is required to register their business license.

Presentation of Recommendation

Once a consensus has been met and a recommendation has been made, the Purchasing Manager will begin the Board of Commissioners agenda packet which consists of the Agenda Request Form, a PowerPoint presentation, contract and pricing as applicable. The presenter will be the subject matter expert. If the commodity crosses several departments it may be best for Purchasing to present. A representative from the requesting department should attend all presentations in order to answer subject matter questions from the Board.

Negotiations

If the department has selected a vendor but pricing or deliverables need to be negotiated, an invitation will be sent via email to the vendor. Enough notice shall be given to ensure the vendor can make reasonable accommodations to participate.

Best and Final Offers

Best and final offers, or BAFO, are formal requests being made for more information, confirmation, revisions, and/or to obtain better pricing or value. BAFO are not mandatory and should be used rarely. This method allows bidders to amend their proposal. Value engineering is not considered a reasonable cause to enter into best and final offers. All bidders whose proposals are deemed reasonable susceptible for further consideration or award should be invited to BAFO discussions. Any rejected bidders are not invited. The Purchasing Department will email an Invitation for Best and Final Offer Negotiations to the responsive, responsible bidder(s) deemed susceptible for award based on the criteria set forth in the solicitation document.

Purchasing's responsibility is to invite bidders, create agenda lead discussions, take minutes, and facilitate entire process. The requesting department should assist in formulating questions prior to the formal meeting. At no time should competing bids/proposals, technical or cost, be discussed with bidders. Do not discuss where bidders are in the standing. Teleconferences are allowed if the evaluation committee feels this method fosters open dialogue and all questions can be addressed. There are times in-person discussions will be requested.

The County will identify which offerors shall participate in the negotiations in one of the following ways:

- a. Identify in the solicitation document the methodology that will be used to identify offerors to participate in negotiations. This may include, but is not necessarily limited to, a methodology that establishes a competitive range based on offerors' rankings following proposal evaluations.
- b. Identify in an addendum to the solicitation document the methodology that will be used to identify offerors to participate in negotiations.
- c. Negotiate with all responsive responsible offerors following bid/proposal evaluations.

After the negotiations, participating offerors may be asked to submit supplemental proposals defining the revisions that are a result of negotiations. Any request for supplemental proposals

will be directed in writing to all offerors participating in the negotiations, and will provide details concerning the format and due date for the supplemental proposals. The County may in its sole discretion terminate negotiations and/or the solicitation at any time.

The offeror that ultimately wins a contract may not be the lowest cost offeror because the higher quality of the winning bidder's technical proposal may offset an increased cost or because no agreement could be reached as to contract terms and conditions. The final decision and all documentation is considered open records upon award.

Award

Timeline

The Board of Commissioners must make the decision regarding a sealed solicitation within sixty (60) days of the bid opening if bonds are in effect and ninety (90) days of the bid opening if bonds are not required. In the unlikely event the County needs additional time to evaluate responses; the Purchasing Manager will contact each vendor and request additional time. If approval is garnered by each vendor then the solicitation award may be delayed to a time specific. If approval is not given by all vendors, Purchasing will submit an agenda packet to the County Manager asking for the rejection of the bid submittals and a re-bid shall be released. Only the Board of Commissioners can decide regarding sealed solicitations no matter the anticipated costs. Solicitations should never be allowed to expire without a formal decision. It is the responsibility of the Purchasing Manager to notify the Chief Financial Officer and County Manager of any issues or delays in the process ahead of time.

Award to the lowest bidder

In the case of Invitation for Bids, for goods or services, if all proposals are not rejected the awarded shall be to the lowest, most responsive, responsible bidder unless legal justification can be articulated to the Purchasing Manager and the County Manager.

Award to the highest rated proposal

In the case of Request for Proposals or Request for Qualifications, for goods or services, if all proposals are not rejected, the award may be to the highest rated proposal, taking into account the selection criteria. Construction or improvement of real property or buildings fall under Public Works/Construction rules, and must comply with numerous special requirements as specified in Federal and State laws not listed in this policy.

Award to a single vendor

If all bids are not rejected, the award shall be to the most responsible, responsive bidder. However, in determining which is the most responsible bidder, the county may take into consideration the bidders responsiveness to the county's requirements, the price and/or quality of any of the articles to be purchased or leased, availability of parts and service, delivery time, and those factors listed in the solicitation document. If no criterion is listed, as in the case of IFBs, award will usually go to the lowest, responsive, responsible bidder.

Award to multiple bidders

The County may award to multiple bidders for the same commodity or service when the bid

specifications provide for special circumstances. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point. The intention to do so must be indicated within the solicitation document.

Tie

In the event of a tie and all pricing and qualifications are equal, the vendors are contacted and notified of the status. The vendors are invited to Dawson County to watch the County Manager flip a coin to determine who wins. The second option is to open a new deck of cards and allow each to shuffle and then the County Manager deals one card to each vendor. The highest card wins the award.

Purchase Orders

A requesting department may request a purchase order for goods or services if in budget. A Quote Analysis Form must be completed and returned with quotes. Requests should not be submitted if budget is not approved or available. All account information must be provided at the time of submittal. Purchase requisitions shall be submitted to Purchasing at least one week prior to the proposed purchase. A purchase order is considered a binding contract.

A Purchase Order must be issued for all equipment over \$5,000 (capital asset), whether new, used or procured under emergency protocols.

Blanket orders may be issued for a contracted or frequently used vendor as a matter of convenience. Departments may request the issuance of a blanket PO for a specified budget amount. This amount will be encumbered but can be adjusted as needed. Blanket orders are only good for one calendar year and will need to be re-requested if additional fiscal years are needed.

Special Issues

Non-Performance

In the event a vendor is awarded a bid or proposal by the Board of Commissioners and the selected vendor fails to fulfill the conditions of the award, the Board of Commissioners at their discretion may award the bid or proposal to the second most responsive, responsible bidder without rebidding. If the second vendor cannot fulfill the conditions of the award, the Board of Commissioners at their discretion may award the bid or proposal to the third most responsive, responsible bidder without rebidding. If the third vendor cannot fulfill the conditions of the award, the goods or services will be rebid.

If substantial work has been performed and the vendor cannot fulfill the conditions of the award, the Purchasing Department will immediately notify the County Manager who will take the necessary steps to ensure the safety of the public and the County.

Cancellation and Rejection of Bids

Solicitations may be canceled or may be rejected, in whole or part, as may be specified in the solicitation when it is in the best interest of the County. The reasons shall be made part of the

formal bid file. Only the Board of Commissioners may rule on the final disposition of sealed solicitations, be it approve, reject or cancel.

8. PROTEST POLICY

If a vendor has a grievance regarding this Policy, their bid or proposal, or award, potential or actual, the vendor must first file a written grievance with the Purchasing Department within ten (10) calendar days of the award. The Purchasing Department will make the County Manager aware of any protest immediately. The County Manager shall issue a final written decision within twenty (20) calendar days of receipt of such written grievance. If the County Manager cannot resolve the grievance in a satisfactory manner to the bidder, the bidder may appeal in writing to the Board of Commissioners, by way of the County Clerk, within ten (10) calendar days of the date of the final written decision of the County Manager.

If the protest is submitted to the Board of Commissioners, then a hearing shall be scheduled. This hearing may be a part of a regularly scheduled meeting. The hearing shall be open to the public. The Board may make their decision at that time or table the decision until a definite time.

9. EXCEPTIONS

Emergency Procurements

Emergency procurements are defined as when a threat to public health, welfare or safety exist, or in a construction situation where a work stoppage would cause the County undue financial loss provided that such emergency procurement shall be made with such competition as is practical under the circumstances.

In the event of an emergency requiring immediate purchase of materials, supplies, equipment or services, the Department Head with the written consent of the County Manager may approve such emergency purchases as the situation requires up to \$24,999.99. The County Manager shall be notified as soon as possible as to the emergency and the associated purchases. A written determination for the basis of the emergency and for the selection of the particular contractor or vendor shall accompany the purchase order and voucher with a copy to the County Manager and Purchasing Manager.

In the event of a situational emergency requiring immediate purchase of materials, supplies, equipment or services over \$25,000.00, the Board of Commissioners may waive the requirement for sealed solicitation in an emergency when sufficient, written backup documentation is provided. In rare instances, the County Manager may notify and get verbal approval from the Board of Commissioners/from a Board majority to proceed prior to a Voting Session when the action can be ratified.

In the event of a local state of emergency, formally declared by the Chairman of the Board of Commissioners, the EMA Director and Public Works Director's approval limit shall be raised to \$10,000.00 in order to expeditiously obtain goods and services to secure the lives and property of the citizens of Dawson County, Georgia. As soon as able, all purchases made under this exception shall be ratified by the Board of Commissioners via consent agenda.

Exceptions to this Policy

Reoccurring purchases such as utilities, debt service, contracted services, postage are exempted from these policies.

Other exceptions to the policy will be determined on a case-by-case basis by the County Manager.

10. CONTRACTS

Contract Terms

For purposes of this policy, the award of annual contracts shall be determined by the estimated annual value of the contract for the initial term of the contract. Terms shall be clearly defined in the solicitation document. Once approval is obtained, Purchasing will facilitate contract execution.

All contracts must terminate at the close of each calendar year, December 31, but may have the option of automatic renewals. Term lengths should be no more than three (3) years for contract services and five (5) years for professional services. This determination will be made by the Purchasing Manager. When a contract exhausts all renewals, the contract shall follow normal solicitation procedures. Any variation or exception must be approved by the Board of Commissioners.

Execution of Contracts

No contract shall be signed by county personnel other than the County Manager or the Board of Commissioners. No changes may be made to the contract without the written permission of the signing authority with the exception of an official change order.

An original contract will be kept in the County Clerk's office for records. The requesting department will be given a copy of the contract once executed.

Contractual Claims and Invoice Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Manager and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Manager shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Manager to the Board of Commissioners by providing written notice to the County Manager, within 15 days of the date of the decision. The Board shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods unless other terms are prescribed by contract.

Any changes to the overall dollar limit of the contracted amount must be approved by the County

Manager and/or the Board of Commissioners. The final decision is with whoever approved the original contract.

It is the requesting department's responsibility to ensure invoices are correct prior to approval and payment. Invoices which are green stamped and approved for payment by the department head will be paid as reported. All invoice disputes should be handled at the department level unless there is a pattern of non-responsiveness or incorrectness that calls the contract into question.

Notice to Proceed

When all contracts have been executed and required paperwork and bonds, if applicable, have been received by Purchasing, a Notice to Proceed will be issued to the department along with a purchase order showing budget has been encumbered. No work may begin prior to this documentation being obtained.

Change Orders

Change orders are allowed in the event the scope of work has been changed or unforeseen occurrences arise. All change orders must be approved by the Project Manager, if applicable and the County Manager. The invoice must reflect the change order by line item. Purchasing will update the original purchase order to reflect the change order once approved. Budget must be available for the change order prior to the request being submitted.

Termination

It is the responsibility of the user department to notify Purchasing of non-performance issues with the vendor. All concerns need to be in writing. If at any point, the department recommends cancellation of a contract, the department should submit in writing the cause for the termination. Purchasing will confirm whether the contract can be terminated early.

Purchasing will send a letter to the vendor terminating the contract with an effective date. A copy will be sent to the department and the County Clerk.

If a contract is terminated early, the user department will assist purchasing in writing the new solicitation to help protect for future occurrences.

Payment

All invoices associated to contracts shall be paid through AP billing and not on the county purchasing card (p-card). In doing so will ensure that vendors and purchases can be tracked and managed through the accounting software.

11. VENDOR FILES

Vendor files are kept in Purchasing. A copy of the contract, purchase order, invoice, annual reviews, E-Verify, W9 and certificate of insurance should be kept on file.

A W9 is required on all vendors when paid over \$600 in one year or more than once a year. An updated W9 is required every three years or when the information has changed.

The State of Georgia under O.C.G.A. § 13-10-91 requires all contractors complete an E-Verify

Affidavit if the following pertains:

- For the purchase of services over \$2,499.99, vendors must complete and return the E-Verify for each occurrence, not an annual accrual. If they have fewer than 10 employees, they are exempt but must complete the form with this information reported;
- For bids, all vendors must be E-Verify compliant; or
- For contracts performing services under Title 26, Tile 43 or the State Bar of Georgia is exempt.

The E-Verify number is between four (4) and six (6) digits long devoid of letters.

A Certificate of Liability Insurance, or COI, should be kept on file for all vendors performing work on Dawson County property or in the name of Dawson County Government. Vendors should send updated COIs to the Purchasing department as the policy is renewed. In the event a large project or a project that creates a high liability for the County arises, a new COI may be requested to confirm insurance coverage.

If a bidder or vendor does not have workman's compensation insurance and it is believed that the County will pay a premium for the service on the next audit, Dawson County may add the amounts historically charged for those services to the County to the bid price for the purposes of identifying the low bid. It is understood this may result in another vendor being selected. Dawson County tries to limit risk and additional insurance costs.

Vendor Annual Review

Purchasing will send out yearly reviews to end-user departments for an honest review of the vendor's performance over the last 12 month period. Departments should return reviews in a timely manner. If a vendor is not recommended for renewal, department should notify Purchasing immediately. Failure to return evaluations may result in an unfavorable contract.

Records Management

All requisitions, competitive bids, quotations, purchase orders, contracts and other pertinent documentation of purchasing shall be maintained by the Purchasing Department in accordance with regulations and procedures prescribed in the purchasing manual, Records Retention Resolution and the Retention Schedules for Local Government Records as published by the Georgia Secretary of State, Department of Archives and History.

12. PROHIBITED ACTIONS

Circumventing Bid Ordinance or Purchasing Policy

Personnel should never knowingly and/or intentionally take action that would circumvent the Bid Ordinance or Purchasing Policy.

Personnel should not make purchases or split purchases between AP billing and their P-Card, to circumvent the Purchasing Policy.

Stringing

Stringing is defined as knowingly structuring the purchase of goods and/or services to avoid the purchase or contract being subject to competitive bidding requirements. This process is against

the laws of the State of Georgia. The process does not require that the items, or the provider, be the same; but rather that the items be "like items," and the vendors be from the same general vendor/provider group.

Purchases shall not be divided so as to create lower purchase amounts and therefore avoid some requirements of this policy. Whether or not a proposed purchase constitutes artificial division or stringing shall be determined by the Purchasing Department and the County Manager has the final decision.

If a single purchase includes both goods and services, the entire purchase will be treated as being in the category with sufficient written documentation as back up.

13. NONDISCRIMINATION

The County does not discriminate in the solicitation or award of contracts because of race, religion, color, gender, age, disability or national origin of the bidder or offeror. It is the responsibility of County employees, particularly those employees involved in procurement, to ensure that all vendors are permitted equal opportunity and access to participate in County procurement opportunities, and that no vendor be denied equal opportunity or access because of race, religion, color, gender, or national origin.

14. LOCAL SMALL BUSINESS INITIATIVE

Purpose & Scope:

Giving preference to local suppliers, even if it means spending a little more, can actually benefit a county's finances. Dollars spent locally generate additional economic activity even beyond the value of the initial contract as the local supplier in turn sources goods and services locally. Each additional dollar that circulates locally boosts economic activity, employment, and ultimately tax revenue. A study in Arizona found that using local independent suppliers for state contracts results in three times the economic benefit of bids fulfilled through national chains.

Local Small Business Initiative (LSBI) is a Dawson County program designed to promote opportunities to Local Small Businesses located in Dawson County.

The LSBI program is designed to return as much taxpayer money to the local economy, in a relatively short time span, as possible while at the same time foster inclusiveness with the County's procurement activities and a goal to provide more opportunities for Dawson County businesses.

Definition of Local Small Business:

- Local Small Business shall mean a business which has its principal office located in and having a street address within Dawson County for at least six months immediately prior to the issuance of the quote/bid/proposal. Post Office boxes (to include mailing/shipping center addresses) are not eligible and shall not be used for the purpose of establishing a physical address.
- Must hold a valid business license required by the County and have no outstanding or unresolved fees, fines or penalties due to Dawson County.

- Not have more than twenty-five (25) employees, and of which at least 33% of those employees have their primary residence in Dawson County, or, if the business has no employees, the business shall be at least fifty-one (51%) percent owned by one or more persons whose primary residence in Dawson County.
- Have a banking relationship with a bank located in Dawson County.
- Average annual gross receipts of five million dollars (\$5,000,000.00) or less over the previous three years.
- Must certify under oath to the above criteria upon submission for any bid, solicitation, or proposal to Dawson County.

The LSBI Policy will not be applicable for the following types of purchases, bids, or solicitations:

- Goods or services provided under a cooperative purchasing agreement or inter-local agreement;
- Purchases or contracts which are funded in whole or part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of preference;
- Purchases made or contracts let under emergency or non-competitive situations or for legal services;
- Projects over \$100,000.00.

Affidavit:

The County will accept an affidavit that a business meets the County's standards to be considered a Local Small Business. The County, in its sole discretion, may request additional information from the business to support its claim of being a Local Small Business. The Purchasing Department will be required to review the affidavit and request additional information as necessary to ensure the LSBI criteria are satisfied. The County will notify a business of acceptance of LSBI certification.

How Incentive Works:

Under any applicable solicitation or bid, vendors desiring to receive local preference under the LSBI Policy will be required to affirmatively demonstrate via affidavit that they satisfy all pertinent requirements. Any vendor who fails to submit the required affidavit shall be automatically excluded from LSBI consideration. Vendors shall submit the affidavit with each solicitation or bid proposal. The affidavit contemplated under this Policy is valid only for the submitted solicitation or bid, and must be reaffirmed and resubmitted for each subsequent solicitation of bid.

For any solicitation that is under \$100,000.00 the Local Small Business (as demonstrated via affidavit) that submits a responsive, responsible price, a local preference credit of 3%.

Waiver:

The application of local preference to a particular purchase, contract, bid, solicitation or category of contracts may be waived by the Dawson County Board of County Commissioners in its sole discretion. The promulgation of this Policy is not intended nor should it be construed as created a right or property interest in local preference or in the local preference credit.

15. REPEALER

All resolutions or ordinance or parts of resolutions or ordinances in conflict with the terms hereof are hereby repealed.

16. SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this policy shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this policy as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the policy not held to be invalid, nor shall the application of the policy to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

Approved and adopted this _____ day of _____, 2017.

Attested:

Chairman, Board of Commissioners

County Clerk

Public Hearing Dates:

- 1. January 19, 2017
- 2. February 2, 2017

**AN ORDINANCE OF
THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA

REQUIRING SEALED BIDS FOR PURCHASES AND EXPENDITURES
OF \$25,000.00 OR GREATER TO BE APPROVED BY THE BOARD OF
COMMISSIONERS AFTER PROPERLY ADVERTISING FOR SUCH PURCHASE OR
EXPENDITURE FOR A MINIMUM OF TWO WEEKS IN THE LEGAL ORGAN AND
REQUIRING SEALED BIDS; TO PROVIDE A PROCEDURE FOR PURCHASES AND
EXPENDITURES OF LESS THAN \$25,000.00; TO REPEAL CONFLICTING
RESOLUTIONS AND ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR
OTHER PURPOSES.**

WHEREAS, Act No. 73, Georgia Laws 1995 Session, authorizes creation of the Board of Commissioners of Dawson County; and,

WHEREAS, § 2-12 of such Act requires formal sealed bids for all purchases over \$1,000.00 and requires advertisements for such bids to be published for two consecutive weeks in the official organ of Dawson County; and,

WHEREAS, Article IX Section II Paragraph I of the Georgia Constitution provides home rule for counties, which permits Dawson County to amend or repeal local acts applicable to Dawson County's governing authority; and,

WHEREAS, the Board of Commissioners of Dawson County previously increased the amount of an expenditure or purchase from \$1,000.00 to \$15,000.00

before Dawson County is required to advertise for two weeks and to obtain sealed bids in order to incur such expenditure (Resolution No. 97-1; April 1997); and,

WHEREAS, the cost of advertising purchases \$15,000.00 and over has become inefficient and unduly burdensome to Dawson County; and,

WHEREAS, the best interest of the citizens of Dawson County shall be served by increasing the amount required for advertisement and sealed bids to \$25,000.00 or greater.

NOW, THEREFORE, the Board of Commissioners of Dawson County hereby adopt this ordinance as follows:

SECTION I. PURCHASES AND EXPENDITURES.

A. Purchases Equal to or Greater Than \$25,000.00.

All purchases by Dawson County equal to or greater than \$25,000.00 shall be advertised for two weeks in the County legal organ and shall be subject to sealed bid requirements. Any such advertisement shall indicate the nature of the proposed expenditure and shall indicate where and when sealed bids for such purchase or expenditure shall be accepted.

B. Purchases and expenditures less than \$25,000.00.

All purchases and expenditures less than \$25,000.00 shall be in accord with a purchasing policy approved by the Board of Commissioners.

SECTION 2. Repealer.

All resolutions or ordinances or parts of resolutions or ordinances and any part of Section 2-12 of Act No. 73, approved March 27, 1995, in conflict with the terms of this ordinance are hereby repealed, but any resolution or ordinance that may be applicable

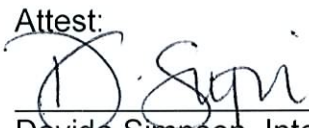
hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof is hereby adopted as a part hereof.

SECTION 3. Severability.

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of the resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, then such invalidity shall not be construed to affect the portions of the ordinance not held to be invalid, nor shall the application of the ordinance to other circumstances be held invalid. It is hereby declared to be the intent of the Board of Commissioners of Dawson County to provide for separable and divisible parts, and the Board of Commissioners hereby adopts any and all parts that are not held invalid.

Adopted this 2nd day of August, 2007.


Mike Berg, Chairman
Dawson County Commissioners

Attest:


Davida Simpson, Interim County Clerk

Vote: Yes: 4
No: 0

Dates of Public Hearing: July 5, 2007 and July 19, 2007

Dates of Advertising: June 20, June 27, July 5, and July 11, 2007.

RESOLUTION

Purchasing Policy for Dawson County, Georgia

WHEREAS, the Board of Commissioners of Dawson County, Georgia (hereafter "Dawson County") have by ordinance changed the purchasing process for County expenditures;

WHEREAS, purchases and expenditures in amounts equal to or greater than Twenty Five Thousand Dollars (\$25,000.00) must be advertised and subject to sealed bid requirements;

WHEREAS, purchases and expenditures in an amount less than Twenty Five Thousand Dollars (\$25,000.00) are to be made in accord with a purchasing policy approved by the Board of Commissioners; and,

WHEREAS, this document shall be known as the "Purchasing Policy" for Dawson County, Georgia.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Dawson County, that:

- 1. Purchases and/or Expenditures in Amounts Between Ten Thousand One Dollars (\$10,001.00) and Twenty-Five Thousand Dollars (\$25,000.00).**

Three (3) written quotes must be submitted to the County Manager for approval before making the purchase and/or expenditure. Formal advertising in the County Legal Organ is not required.

- 2. Purchases and/or Expenditures in Amounts Between One Thousand One Dollars (\$1,001.00) and Ten Thousand Dollars (\$10,000.00) in All Departments Not Otherwise Named in This Resolution.**

Three (3) written quotes must be submitted and the purchase and/or expenditure must be approved by the Purchasing Agent.

- 3. Purchases and/or Expenditures of One Thousand Dollars (\$1,000.00) or Less in All Departments Not Otherwise Named in this Resolution.**

Department Heads must approve the expenditure. Department Heads are strongly encouraged to procure three (3) verbal quotes and a written bid from the selected vendor. Purchases and/or expenditures are to be made using the Dawson County Purchase Card whenever possible.

4. Purchases or Expenditures Made by the Public Works Department.

Purchases and/or expenditures of Three Thousand Dollars (\$3,000.00) or less in the Public Works Department require Department Head approval when the procurement is not provided for by a term contract that has been bid by the Purchasing Department. Purchases and/or expenditures are to be paid using the Dawson County Purchase Card whenever possible.

Purchases and/or expenditures between Three thousand One Dollars (\$3,001.00) and Ten Thousand Dollars (\$10,000.00) require three (3) documented quotes plus the approval of the Purchasing Department before making the purchase and/or expenditure.

Purchases and/or expenditures between Ten Thousand One Dollars (\$10,001.00) and Twenty Five Thousand Dollars (\$25,000.00) require three (3) written quotes, plus approval by the County Manager before making the purchase and/or expenditure.

5. Computers and related equipment.

The purchase of computers, printers and peripherals as requisitioned by Department Heads shall be solely the function of the Information Technology Department. Expenditures of Two Thousand Five Hundred Dollars (\$2,500.00) or less in the Information Technology Department require Department Head approval when the procurement is not provided for by a term contract that has been bid by the Purchasing Department. The Department Head is strongly encouraged to procure three (3) verbal quotes and a written bid from the selected vendor. Purchases and/or expenditures are to be made using the Dawson County Purchase Card.

Expenditures between Two Thousand Five Hundred One Dollars (\$2,501.00) and Ten Thousand Dollars (\$10,000.00) require three documented quotes and approval of the Purchasing Agent before making the purchase and/or expenditure.

Acquisitions between Ten Thousand One Dollars (\$10,001.00) and Twenty Five Thousand Dollars (\$25,000.00) require three written quotes and approval by the County Manger before making the purchase and/or expenditure.

6. Equipment and vehicle repairs and maintenance.

Equipment and vehicle repairs and maintenance up to One Thousand Dollars (\$1,000.00) not provided for by a term contract that has been bid by the Purchasing Department shall be made by the user department on the Dawson County Purchase Card.

For equipment and vehicle repair and maintenance costing One Thousand Dollars (\$1,000.00) or more, the user department shall submit a purchase requisition to the Purchasing Department for payment processing. Payment shall be made on the Purchase Card wherever possible.

7. Sole Source.

Sole Source acquisitions that exceed departmental authority but cost Twenty-Five Thousand Dollars (\$25,000.00) or less shall be justified by the user department and submitted to the Purchasing Department. The Purchasing Department shall process the Sole Source request for consideration and approval by the County Manager.

If three (3) written quotes are required in accord with the terms hereof but only two written quotes can be obtained, then the County Manager shall have the discretion to approve the purchase and/or expenditure or to refer the acquisition to the Board of Commissioners for approval.

Approved and adopted this 16th day of August, 2007.

ATTEST:

BOARD OF COMMISSIONERS
OF DAWSON COUNTY



Davida Simpson, Interim County Clerk

By: 

MIKE BERG, Chairman

the authority to accept subdivision plats when the requirements established by the board of commissioners for subdivisions have been met;

(8) To establish, abolish, or change election precincts and militia districts according to law;

(9) To accept, for the county, the provisions of any optional statute where the statute permits its acceptance by the governing authority of the county;

(10) To exercise all powers, duty, and authority formerly imposed upon or vested in the commissioner of Dawson County in respect to zoning and planning;

(11) To create and change the boundaries of special taxing districts authorized by law;

(12) To fix the bonds of county officers where same are not fixed by statute;

(13) To enact any ordinances or other legislation which the county may be given authority to enact;

(14) To determine the priority of capital improvements;

(15) To call elections for the voting of bonds;

(16) To exercise all of the power and authority formerly vested by law in the commissioner of Dawson County together with the power and authority which may be delegated by law to the governing authority of the county, by whatever name designated;

(17) To appoint retained legal counsel and an independent county auditor and provide for their compensation; and

(18) To require all county officers to report on the general or specific conduct of the financial affairs of their respective offices.

SECTION 2-12.

Formal sealed bids shall be received for all purchases in amounts over \$1,000.00. Advertisements for such bids shall be published for two consecutive weeks in the official organ of Dawson County. The need for such bids may be dispensed with by the board of commissioners if it decides that an emergency exists which will not permit a delay.

Backup material for agenda item:

1. Consideration of the Intergovernmental Agreement with Hall County for the Public Defender's Office



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/12/17

Prepared By: EVI TURK, OFFICE MANAGER

Voting Session: 1/19/17

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2017 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON AND HALL COUNTIES

Background Information:

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

Current Information:

The expense required to fund the IGA has been requested and approved in the 2017 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2017.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	571000-000	\$70,060.00	\$70,060.00	\$70,059.13	\$0.87

Recommendation/Motion: Move to approve the 2017 IGA with Hall County.

Department Head Authorization: Brad Morris

Date: 1/4/17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/05/2017

County Manager Authorization: David Headley

Date: 1/06/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**INTERGOVERNMENTAL AGREEMENT
PUBLIC DEFENDER SERVICES**

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

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

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

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of \$70,059.13 in four (4) equal quarterly installments beginning March 31, 2017 (for the 1st quarter of 2017) and continuing at the end of each quarter of 2017 to pay one-half of the personnel costs for an Assistant Public Defender I and an Investigator.

This _____ day of _____, 201_.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: _____
_____, Chairman
Dawson County Board of Commissioners

Danielle Yarbrough, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

BY: _____
_____, Chairman
Hall County Board of Commissioners

Lisa Ritchie, County Clerk

Northeastern Judicial Circuit

ATTACHMENT A

TO IGA BETWEEN HALL AND DAWSON COUNTIES

Calendar Year 2017

CURRENTLY IN BUDGET REQUEST:

INTERGOVERNMENTAL AGREEMENT WITH HALL COUNTY							
Assistant Public Defender and Investigator - Funded through Contract with Hall County - 2017							
*1/2 lawyer and 1/2 investigator paid by Dawson County to Hall County							
	Salary	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
Assistant Public Defender	\$ 56,000.00	\$ 11,600.00	\$ 216.00	\$ 2,240.00	\$ 4,284.00	\$ 588.00	\$ 74,928.00
Investigator	\$ 47,380.00	\$ 11,600.00	\$ 193.00	\$ 1,895.20	\$ 3,624.57	\$ 497.49	\$ 65,190.26
TOTAL							\$ 140,118.26
HALF COST FOR DAWSON							\$ 70,059.13

4 Quarterly Payments - payable on each March 31st, 2017, June 30th, 2017, September 30th, 2017 and December 31st, 2017..... \$ 17,514.78

Backup material for agenda item:

2. Consideration of 2017 State Contract for the Public Defender's Office



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: PUBLIC DEFENDER

Work Session: 1/12/17

Prepared By: EVI TURK, OFFICE MANAGER

Voting Session: 1/19/17

Presenter: BRAD MORRIS, PUBLIC DEFENDER

Public Hearing: Yes No

Agenda Item Title: REQUEST FOR APPROVAL OF FY 2017 STATE PUBLIC DEFENDER CONTRACT

Background Information:

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

Current Information:

The expense required to fund this contract has been requested and approved in the 2017 budget. The contract renews the agreement between Dawson County and the Georgia Public Defender Council ("GPDC") for the new Fiscal and Calendar Year 2017.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	2800	571001-000	\$180,187.00	\$180,187.00	\$180,186.32	\$0.68

Recommendation/Motion: Move to approve the 2017 Contract with the GPDC.

Department Head Authorization: Brad Morris

Date: 1/4/17

Finance Dept. Authorization: Vickie Neikirk

Date: 1/5/2017

County Manager Authorization: David Headley

Date: 1/06/2017

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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

THIS AGREEMENT is entered into this ____ day of _____, 201_, between the Circuit Public Defender Office of the Northeastern Judicial Circuit (herein referred to as “the Public Defender Office”) and the governing authority of Dawson County, a body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective January 1, 2017.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1

STATUTORY PERSONNEL

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

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

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

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

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

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

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

ARTICLE 3

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

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

maintain, and furnish the office or offices of the Public Defender Office. Pro rata shall be the percentage obtained by using the population of the County by the U.S. decennial census of 2010 count as the numerator and the total population of the counties in the Northeastern Judicial Circuit from the same census population as the denominator.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

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

ARTICLE 5

SALARY SUPPLEMENTS

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

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 1 year beginning January 1, 2017 and ending December 31, 2017.

Section 6.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (calendar year 2016) for indigent defense and as part of this support the county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

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

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

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

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

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

Circuit Public Defender Office of Northeastern
Judicial Circuit:
H. Bradford Morris, Jr.
P.O. Box 390
Gainesville, Georgia 30503

Governing Authority of Dawson County:
Chairman, Dawson County Board of Commissioners
25 Justice Way, 2nd Floor
Dawsonville, Georgia 30534

Georgia Public Defender Council
Bryan P. Tyson, Director
104 Marietta Street, Suite 400
Atlanta, GA 30303

Section 6.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties’ representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions

which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

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

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

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

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

Section 6.08 Cooperation in transition of services. (a) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of

representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

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

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

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

Section 6.10 Time. Time is of the essence.

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

ATTEST:

Dawson County

BY: _____

Signature

Title

ATTEST:

Circuit Public Defender

BY: _____

Signature

Circuit Public Defender

(Signatures Continued on Following Page)

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____

Signature

Director

Northeastern Judicial Circuit
ATTACHMENT A – Personnel Expenditures
Dawson County

January 1, 2017 – December 31, 2017

The County agrees to pay the Public Defender Office **\$180,186.32** in 12 monthly installments of **\$15,015.53**. Installments are due to the Georgia Public Defender Standards Council (GPDSC) on the 15th of the preceding month beginning on December 15, 2016. Invoices will be sent to the following address:

Dawson County Board of Commissioners
Attn.: Vickie Niekirk, Chief Financial Officer
25 Justice Way, Suite 2214
Dawsonville, Georgia 30534

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

GPDSC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

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

ATTACHMENT B TO
 INDEGENT DEFENSE SERVICES AGREEMENT - DAWSON COUNTY AND NORTHEASTERN JUDICIAL CIRCUIT

BEGINNING JANUARY 1, 2017

NORTHEASTERN CIRCUIT PUBLIC DEFENDER OFFICE						
PROPOSED BUDGET: Calendar Year 2017						
Employee	Salary	FICA	Retirement	Health Insurance	Unemployment	Total
		7.65%	24.855%	33.214%	\$31 each	
Dorsey, Kayla Marie	\$ 26,780.00	\$ 2,048.67	\$ 6,656.17	\$ 8,894.71	\$ 31.00	\$ 44,410.55
McNeill, Robert R.	\$ 76,735.00	\$ 5,870.23	\$ 19,072.48	\$ 25,486.76	\$ 31.00	\$ 127,195.47
Total	\$ 103,515.00	\$ 7,918.90	\$ 25,728.65	\$ 34,381.47	\$ 62.00	\$ 171,606.02

	Proposed
Personnel	\$ 171,606.02
Adm Fee (5%)	\$ 8,580.30
Total	\$ 180,186.32

Northeastern Judicial Circuit

Dawson County

Attachment C

SALARY SUPPLEMENTS

January 1, 2017 – December 31, 2017

The County agrees to pay the Public Defender Office \$42,000.00 for the staff members of the Public Defender Office. The salary supplement is paid directly to the employee by the County and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

Backup material for agenda item:

3. Consideration of 2017 Staffing for Adequate Fire & Emergency Response (SAFER) Grant



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

All items requiring action by the Commissioners must be presented first at a work session. The following information should be provided for each item.

No item will be considered for a work session until the Department has received authorization on the item by the County Manager.

Form must be submitted to the County Clerk 10 days prior to the meeting date.

Department: Emergency Services

Presenter: Lanier Swafford

Submitted By: Lanier Swafford

Date Submitted: January 3, 2017

Item of Business/Agenda Title: Staffing for Adequate Fire and Emergency Response Grant

Attach an Executive Summary fully describing all elements of the item of business. X (Attached)

THE ITEM IS FOR:

Work Session presentation only (no action needed) OR X **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: February 10, 2017 is the deadline for submission to FEMA

Purpose of Request: To request for BOC approval to apply for the 2017 SAFER Grant Program. The grant program was established to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies safely and meet National Standards. Doing so to assure that communities have adequate protection from fire and fire related hazards.

Department Recommendation: Yes

If the action involves a Resolution, Ordinance, Contract, Agreement, etc. has it been reviewed by the County Attorney?

Yes Explanation/ Additional Information: _____

No

If funding is involved, are funds approved within the current budget? **If Yes, Finance Authorization is Required Below.**

Yes Explanation/ Additional Information: The grant is 100% covered for the cost of salary and benefits for two years.

X No The only cost the county would incur would be the cost of uniforms and gear (approximately \$2,000.00 per employee per year). At the end of the two years, the grant offers three options – employing agency assumes responsibility of the cost; apply for a hardship extension to the grant if local funding is limited; termination without penalty.

Amount Requested: 6 or 9
benefits: (9) = \$347,553.00 plus benefits

Amount Budgeted: \$38,617 annual salary each plus benefits. (6) = \$231,702 plus

Fund Name and Account Number: 3500-511100, 511300, 512100, 512200, 512400, 512700, 512900

Administration Staff Authorization

Dept. Head Authorization: Lanier Swafford _____ Date: 01/03/2017 _____

Finance Dept. Authorization: Vickie Neikirk _____ Date: 1/4/2017 _____

County Manager Authorization: David Headley _____ Date: 1/6/2017 _____

Comments: _____

Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: 2017 Staffing for Adequate Fire & Emergency Response Grant (SAFER)

DATE: 3 Jan. 2017

- RECOMMENDATION**
- POLICY DISCUSSION**
- STATUS REPORT**
- OTHER**

BUDGET INFORMATION:

ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: Work Session – 12 Jan., 2017 Voting Session 19 Jan., 2017

PURPOSE: Seeking Board approval to apply for the 2017 SAFER Grant Program. The grant program was established to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies safely and meet National Standards. Doing so to assure that communities have adequate protection from fire and fire related hazards.

HISTORY: The department has been given permission to apply in both 2015 and 2016. Both applications were rejected by DHS/FEMA. The 2017 application will be revised and sent to trusted peers for review prior to submission.

FACTS AND ISSUES: Due to the growth of Dawson County and the continued demands placed upon Emergency Services, DCES implores the BOC the permission to apply for this grant. None of our five (5) fire engines staffed daily meet national standards for safe staffing standards. Two operate with one firefighter per day. With good documentation, we feel our chances are good. The City of Gainesville as well as Forsyth and Lumpkin Counties have all received this grant in recent years.

OPTIONS: Accept the grant if awarded, reject the grant if awarded, or to accept the grant and discontinue to fund the positions following the 24 month grant period.

RECOMMENDED SAMPLE MOTION: Motion to approve Dawson County Emergency Services request to apply for the 2017 SAFER Grant for a total of nine (9) personnel at a total benefit of \$347,553.00

DEPARTMENT:

Prepared by: Lanier Swafford

Director Lanier Swafford

Backup material for agenda item:

6. Consideration of Georgia Transmission Corporation (GTC) Easement

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) 296.10

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, ETOWAH WATER AND SEWER AUTHORITY, ("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) 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 296.10 - Easement Area Plat", dated May 4, 2016, which was prepared by Pete 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 0.305 acre(s).

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

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

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

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

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

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

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

In witness whereof, the undersigned Grantor(s) has (have) hereunto set his/her (their) hand(s) and seal(s) and delivered this document the 13th day of December, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

(NOTARY SEAL)



ETOWAH WATER AND SEWER AUTHORITY

BY: [Signature]
TITLE: CHAIRMAN

ATTEST: [Signature]
TITLE: SECRETARY

(CORPORATE SEAL)

MERRICK & COMPANY
 3573 KOBER BLVD, SUITE 205
 DULUTH, GEORGIA 30098
 (404) 739-5100
 LAND SURVEYOR FIRM COA NO. LSF001182

SURVEYOR'S NOTES

- THIS PLAT, PREPARED FOR GEORGIA TRANSMISSION CORPORATION, REPRESENTS A SPECIFIC SCOPE OF SERVICES. THERE MAY BE OTHER MATTERS OF TITLE, BOUNDING OR INTEREST IN THE SUBJECT PROPERTY, THAT ARE NOT SHOWN HEREON.
- TITLE INFORMATION PROVIDED BY FREEDOM TITLE & ABSTRACT CO., INC. FILE NUMBER 15-724.
- THE FIELD MEASUREMENTS FOR THE ESTABLISHMENT OF PROJECT CONTROL WAS BASED ON A GPS SURVEY WITH TRIMBLE R10 GNSS RECEIVERS. THE COORDINATES WERE COMPUTED BY USING TRIMBLE BUSINESS CENTER SUBMISSION TO THE NATIONAL GEODETIC SURVEY ONLINE POSITIONING USER SERVICE AND ARE REPORTED IN THE NAD 83(2011) DATUM. STATE PLANE COORDINATE SYSTEM - GEORGIA WEST CONVENTIONAL MEASUREMENTS WERE OBTAINED USING A TRIMBLE S63 TOTAL STATION.
- DISTANCES AND AREA CALCULATIONS SHOWN HEREON ARE GROUND DISTANCES. GROUND DISTANCES CAN BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY THE PROJECT COMBINED SCALE FACTOR OF 0.999995324.
- PARCEL 295.10 HAS BEEN CALCULATED FOR CLOSURE AND THIS PLAT IS TO BE ACCURATE WITHIN ONE FOOT IN 100,000. THE CLOSURE HAS BEEN CALCULATED FOR THIS PLAT TO BE ACCURATE WITHIN ONE CLOSE APPROXIMATION.
- THIS PLAT OF SURVEY DOES NOT REQUIRE THE APPROVAL FROM A MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY AS SET FORTH IN THE PROVISIONS RELATIVE TO SUBSECTION (d) OF THE GEORGIA PLAT ACT O.C.G.A. 15-5-57.

MITIGATION EASEMENT AREA ENCUMBERED AS IN DR 411 PC 292 GEORGIA WEST ZONE SURVEY FEET N: 1584994.10 E: 2312907.32

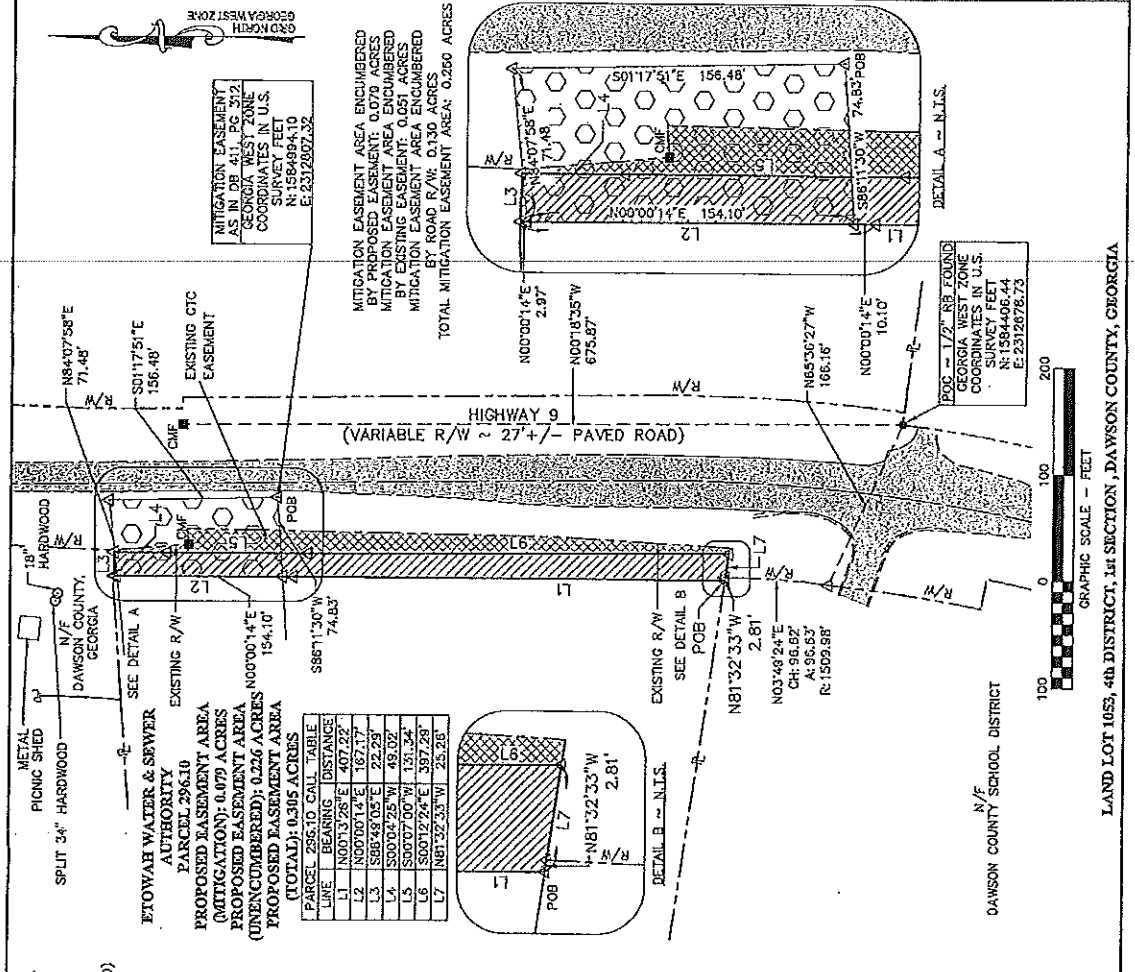
MITIGATION EASEMENT AREA ENCUMBERED BY PROPOSED EASEMENT: 0.070 ACRES
 MITIGATION EASEMENT AREA ENCUMBERED BY EXISTING EASEMENT: 0.051 ACRES
 MITIGATION EASEMENT AREA ENCUMBERED BY ROAD R/W: 0.130 ACRES
 TOTAL MITIGATION EASEMENT AREA: 0.250 ACRES

PARCEL 295.10 CALL TABLE

LINE	BEARING	DISTANCE
L1	N00°13'25"E	407.22'
L2	N00°00'14"E	187.17'
L3	S88°48'05"E	22.29'
L4	S00°04'25"W	49.02'
L5	S00°07'00"W	131.34'
L6	S00°12'24"E	397.29'
L7	N81°32'33"W	25.28'

MITIGATION EASEMENT AREA ENCUMBERED BY PROPOSED EASEMENT: 0.070 ACRES
 MITIGATION EASEMENT AREA ENCUMBERED BY EXISTING EASEMENT: 0.051 ACRES
 MITIGATION EASEMENT AREA ENCUMBERED BY ROAD R/W: 0.130 ACRES
 TOTAL MITIGATION EASEMENT AREA: 0.250 ACRES

POC - 1/2" NB FOUND
 GEORGIA WEST ZONE
 SURVEY FEET
 N: 1584994.10
 E: 2312907.32



SYMBOL LEGEND

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

ABBREVIATION LEGEND

- CH CHORD DISTANCE
- CMF CONCRETE MONUMENT FOUND
- CTP CRIMPED TOP PIPE
- LLL LAND LOT LINE
- N/F NOW OR FORMERLY
- OTP OPEN TOP PIPE
- POB POINT OF BEGINNING
- R OF RIGHT OF COMMENCEMENT
- RADIUS
- REBAR WITH CAP
- SIGHT OF WAY
- TRANSMISSION LINE
- LOT TO SCALE

THIS SURVEY WAS PREPARED IN CONFORMITY WITH TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYS AND SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-5-57.

100

DAWSON COUNTY SCHOOL DISTRICT

LAND LOT 1052, 4th DISTRICT, 1st SECTION, DAWSON COUNTY, GEORGIA

Rev. By: [Signature]

Drawn	BCS	Approved	PM	Scale	1" = 100'
Checked	AM	Approved			
Checked	GL	Field Date	01-18-2018		
Project	PR2254	Final Date	05-04-2018		

DAWSON CROSSING - HAMMONDS CROSSING
 115 KV TRANSMISSION LINE

GeorgiaTransmission
 Parcel 295.10 EASEMENT AREA PLAT

PROJECT PROPERTY REFERENCE:
 DEED BOOK 296 PAGE 467
 DEED BOOK 296 PAGE 467
 PLAT BOOK 44 PAGE 23
 TAX PARCEL: 887 03

ADJOINING PROPERTY REFERENCES:
 DAWSON DB 845 PG 416 & PG 72, PG 181
 (SCHOL) DB 522 PG 100 & PG 58, PG 51
 (TOWNE) DB 635, PG 123

Backup material for agenda item:

7. Consideration of Board Appointment: (*tabled from the December 13, 2016 Voting Session*)

a. **Dawson County Industrial Building Authority Board**

i. Mike Ball- *replacing Tom Alexander* (Term: November 2016 through December 2018)

INDUSTRIAL BUILDING AUTHORITY OF DAWSON COUNTY



Mike Berg – Chairman
Dawson County Board of Commissioners
25 Justice Way
Dawsonville, GA 30534

October 31, 2016

Subject: Mike Ball - Authority Board Seat Recommendation

Dear Chairman Berg:

As you are aware a Board of Director's seat on the Industrial Building Authority recently became open following the sudden passing of Tom Alexander. Tom served admirably as the Authority's Secretary for 12 years.

You are aware of the long-standing practice to have if possible, contemporaneous board membership between the Development Authority of Dawson County and the Industrial Building Authority. This reduces both the cost and the complexity of providing for the state board requirements on the Authorities. In that regard the Industrial Building Authority requests your consideration on appointing **Mr. Mike Ball** to the Board of Directors of the Industrial Building Authority.

Mike Ball was appointed to the Development Authority board in 2013 and has served as that board's Treasurer. Placement on the Industrial Building Authority would allow Mike to maintain a comprehensive overview of the financial status of both Authorities.

The Board requests that you consider the above-named individual for nomination to the Board of the Industrial Building Authority of Dawson County at the earliest possibility so that it can realize a return to a full quorum.

Sincerely:

A handwritten signature in blue ink, appearing to read 'Charlie Auvermann', with the text 'Executive Director' printed below it.

Executive Director

Charlie Auvermann
Executive Director

Cc: Dr. S. Weeks
M. Simmons
M. Ball

135 Prominence Court, Suite 170 Dawsonville, GA 30534
706.265.8761

www.developdawson.org