

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA – THURSDAY, AUGUST 5, 2021  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
6:00 PM**

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**A. ROLL CALL**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ANNOUNCEMENTS**

**E. APPROVAL OF MINUTES**

1. Minutes of the Work Session held on July 15, 2021
2. Minutes of the Voting Session held on July 15, 2021

**F. APPROVAL OF AGENDA**

**G. PUBLIC COMMENT**

**H. PUBLIC HEARINGS**

1. Broadband Ready Community Ordinance (*1st of 1 hearing*)
2. Animal Control Ordinance Update (*1st of 1 hearing*)
3. Mobile Home Ordinance (*1st of 1 hearing*)

**I. NEW BUSINESS**

1. Consideration to Move Forward with a Public Hearing for a Capital Improvements Element Annual Update
2. Consideration of Review of Dawson County Employee Handbook's Paid Time Off Policy (Section 14.3)
3. Consideration of Intergovernmental Agreement with the City of Dawsonville Concerning Howser Mill Road Construction Project
4. Consideration of 2021 Millage Rate and Property Tax

**J. PUBLIC COMMENT**

**K. ADJOURNMENT**

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

**DAWSON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION MINUTES – JULY 15, 2021  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
4:00 PM**

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*Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.*

**NEW BUSINESS**

1. Presentation of Results of FY 2020 Audit- BatesCarter's Amanda Wilkson  
*This item was for information only.*
2. Presentation of Capital Improvements Element Annual Update- Planning & Development Director Jameson Kinley  
*This item will be placed on the August 5, 2021, Voting Session Agenda for consideration to move forward with a public hearing.*
3. Presentation of Review of Dawson County Employee Handbook's Paid Time Off Policy (Section 14.3)- Human Resources Director Brad Gould  
*This item will be placed on the August 5, 2021, Voting Session Agenda.*
4. Presentation of an Intergovernmental Agreement with the City of Dawsonville Concerning Howser Mill Road Construction Project- County Attorney Angela Davis  
*This item will be placed on the August 5, 2021, Voting Session Agenda.*
5. Discussion of Fiscal Impacts of Land Use Report  
*Discussion was led by Commissioner Gaines, and this item was for information only.*
6. County Manager Report  
*This item was for information only.*
7. County Attorney Report  
*County Attorney Davis had no information to report and requested an Executive Session.*

Motion passed 4-0 to enter into Executive Session to discuss land, personnel and litigation. Fausett/Gaines

APPROVE:

ATTEST:

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Billy Thurmond, Chairman

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Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – JULY 15, 2021  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534  
6:00 PM**

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Motion passed 4-0 to come out of Executive Session. Satterfield/Dooley

**ROLL CALL:** Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

**INVOCATION:** Chairman Thurmond

**PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

Chairman Thurmond announced that the next Board of Commissioners meeting would be held on August 5, 2021.

**APPROVAL OF MINUTES:**

Motion passed 4-0 to approve the Minutes of the Work Session held on July 1, 2021. Fausett/Dooley

Motion passed 4-0 to approve the Minutes of the Voting Session held on July 1, 2021. Satterfield/Fausett

**APPROVAL OF AGENDA:**

Motion passed 4-0 to approve the agenda as presented. Dooley/Fausett

**PUBLIC COMMENT:**

None

**ZONINGS:**

Chairman Thurmond announced that if anyone contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

*SU 21-02 - Robert Garner requests a special use of TMP 078-001-002 for the purpose of placing a mobile home on less than 5 acres in a RA (Residential Agriculture) zoning.*

Planning & Development Director Jameson Kinley said the applicant purchased the property in April 2021 and would like to place a manufactured home on the property. He said the Planning Commission recommended approval of the application with the following stipulations: manufactured home shall be placed on a permanent foundation; the home shall be skirted with concrete, concrete block or brick; a power meter shall be placed on the structure and not on a

separate pole; the home shall be at least 1,200 square feet; and the home shall include variable façade, including offsets, window trims with shutters.

Applicant Robert Garner said he would like to put a new doublewide mobile home on his 2.64-acre property on Dollar Road near the Lumpkin County line. He said, “I’m getting a little older. I’ve owned three houses in my lifetime, and we have one right behind the outlet mall now, and there’s a lot of big subdivisions going in. I’d like to be able to move away from the corridor and get over here a little bit where I grew up in the country.”

Chairman Thurmond 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 was made by Commissioner Dooley and seconded by Commissioner Satterfield to approve SU 21-02.

Motion was made by Commissioner Dooley and seconded by Commissioner Satterfield to amend the original motion to include the following stipulations:

1. The home shall be placed on a permanent foundation;
2. The home shall be skirted with concrete, concrete block or brick;
3. A power meter shall be placed on the structure and not on a separate pole;
4. The home shall be at least 1,200 square feet;
5. The home shall include variable façade, including offsets, window trims and shutters; and
6. The home shall be set 300 feet from the right of way.

Motion passed 4-0 to approve the original motion. Dooley/Satterfield

Motion passed 4-0 to approve the amended motion. Dooley/Satterfield

*VR 21-12 - Sal Rincione on behalf of Crave BBQ requests to vary from the Dawson County Alcohol Ordinance Chapter 6 Article II Section 6.31 - Poured alcoholic beverages shall be transported from point of dispensing to the customer by permitted employees only - for the purpose of operating a self-serving beer wall.*

Planning & Development Director Jameson Kinley said Crave BBQ opened in 2018 and, at that time, “the county required him to construct a wall” by which an employee stands in front of the beer wall, dispenses the alcohol and then gives it to patrons. Kinley said the recent alcohol ordinance update allows variance requests and the applicant seeks to “vary from this specific regulation. He’s not looking to vary from the intent of the regulation.”

Applicant Sal Rincione said he is the founder of Crave Hot Dogs and BBQ. Rincione gave a history of the company and “how the wall works.” He said the first Georgia store the Crave franchise built was in Dawsonville. He said a patron must have a credit card and a driver’s license in order to use Crave’s beer wall. “We have the same exact technology that the TSA has in airports, so we’re going to scan your driver’s license, said Rincione. “We’re going to verify that it is you. We’re going to put you into our system. Then we’re going to scan your credit card and open a tab, just like any tavern would do ... Then we’re going to activate an RFID wristband. That RFID wristband is activated with the equivalent of two pints of beer that you’re able to pour. When you go up to the beer wall, we have a position called the ‘tapologist’ that is our beer expert and that’s the person who watches the dining area and watches the wall. In order

to pour beer out of it you have to activate the tap handle ... The wristband activates the tap handle. Once it activates, your information comes up [and reports how many ounces can be poured].” Rincione added, “You only pay for what you pour ... Once you’ve exhausted two pints of beer, [the wall] will automatically cut you off. You cannot pour anymore beer. You’re done.” He noted the importance of the beer wall to the brand, calling it an attraction, an experience for the customer and a boon to sales. “Please allow us to utilize the wall for what it was intended for,” said Rincione. “We have all of the safety measures in place ... We’ve put a lot of thought, time and effort into this system, and I can assure you we are very keen to the safety of our guests that dine in our locations and the safety of everyone.”

Chairman Thurmond 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 4-0 to approve VR 21-12. Satterfield/Gaines

ZA 21-08 - Jim King requests to rezone 30.48 acres of TMP 114-033-005 from RA (Residential Agriculture) to RMF (Residential Multi-Family) for the purpose of developing a 145 semi-attached residential neighborhood.

ZA 21-11 - Jim King requests to rezone 23.11 acres of TMP 114-033-005, 114-018, 114-033-001 and 114-046-001 from RA (Residential Agriculture) and CCB (Commercial Community Business) to CHB (Commercial Highway Business) for the purpose of building a retail/office/warehouse space. (Tabled from the June 17, 2021, Voting Session, at which time a first public hearing was held)

Planning & Development Director Jameson Kinley presented ZA 21-08 and ZA 21-11 in tandem since they concern a common project. Kinley said the project has access to Highway 53, a major arterial road for Dawson County, and Dawson Forest Road “matures as one of our major collector roads.” Kinley said, “The intersection of these two roads is slated for a traffic control improvement, which would actually help support the added traffic that this development would bring to that area.” Kinley added that the applicant will need Georgia Department of Transportation approval for these access points for this project, according to the Public Works department; the Sheriff’s Office would require additional positions as the 400 Corridor grows. “The Future Land Use map for this parcel is identified as Commercial Highway Business within the Comprehensive Plan, Residential Multi-Family is a sub-section of the Commercial Highway Business character area,” said Kinley. “With that being said, these two requests, when taken as a whole, would be better suited for zoning of Commercial Planned Comprehensive Development as requested by Planning & Development. A CPCD zoning would allow more control of the development by the Board of Commissioners and require a site-specific plan to be designed for the project.”

Applicant Jim King said the site plan makes arrangements for the commercial parcels, “so they can fit better...” King added it now provides for a “nice street front, streetscape.” He said the development will be a “live, work, play community.” The piece of property is “actually bordered on three sides by other apartment developments” and the other side by Walmart, according to King. “All these apartment developments were developed at six units per acre,” he said. “We are asking under five units per acre on this particular development. We worked very diligently with staff on trying to create some conditions that both control the aesthetic appearance of the development along with the interconnectivity with it, and also creating some things for the

county in the way of pedestrian access, which will fall in line with the county's new pedestrian trail plan..." He added, "One of the things we are doing is providing a multi-use trail that connects Dawson Forest through this development over to Farmington [apartment development]. We were unable to get Farmington to allow us to continue it through their property because they're funded by HUD..." King read aloud a list of stipulations.

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

Motion passed 3-1 to approve ZA 21-08 with the following stipulations:

*The property that is the subject of this application has been proposed to be developed as a common project with development of property that is the subject of application ZA 21-11. As a result, stipulations attached to this property listed below includes stipulations that are applicable to application ZA 21-11 but are included for information purposes with respect to ZA 21-08. References to the residential portion shall refer to the development of this property while reference to the commercial portion shall refer to the development of the property that is the subject of ZA 21-11.*

1. The development shall be developed in general accordance with the site plan approved with this rezoning;
2. Developer agrees to place restrictions on rentals within the residential portion of the development. These restrictions shall be made a part of the declaration of covenants;
3. Fully attached units/townhomes shall be prohibited within this development;
4. Developer agrees to use a minimum of six different residential building elevations to avoid a cookie-cutter look within the community. Similar front facades shall not be placed adjacent to or across the street from each other. Elevations shall be similar to the photos provided and must be approved by the Planning director prior to issuance of a building permit;
5. In lieu of a buffer, a 20-foot landscape strip shall be planted between the commercial and residential uses. This landscape strip shall include at least 1 3- to 4-inch-wide tree and 10 3-gallon evergreen shrubs per 20 linear feet of landscape strip;
6. Developer shall contribute \$125,000 (\$250,000 total concerning both ZA 21-08 and ZA 21-11) toward the construction of the intersection improvements at the intersection of State Route 53 and Dawson Forest Road. Funds shall be made available before the issuance of the land disturbance permit;
7. The development shall have 5-foot sidewalks along both sides of the street throughout the residential portion of the development per the Dawson County Land Use Resolution. The commercial portion shall have 5-foot sidewalks along at least one side of all connecting internal streets and an 8-foot sidewalk along Dawson Forest Road and Highway 53 across the entire frontage;
8. Developer shall construct and maintain a mulch trail connecting the development, Dawson Forest Road and the Farmington Apartments along the creek as shown on the approved site plan;
9. Developer shall construct a left turn lane on Dawson Forest Road and align its entrance with the center entrance of the Pender apartment development on the opposite side;
10. In addition to the requirements of the Buffer, Landscape and Tree ordinance, street trees shall be required outside of the rights of way of both Highway 53 and Dawson

- Forest Road. In addition, street trees shall be required along all roadways within the multi-family portion of this development. Developer shall plant at least 1 3- to 4-inch-wide canopy-type (oak, maple, elm, etc.) street tree in each front yard (and side yard on corner lots) adjacent to residential streets;
11. All grassed areas on dwelling lots shall be sodded;
  12. All utilities shall be placed underground;
  13. Development shall have covenants that require maintenance of the landscaped entrance area, open space and amenity areas by a mandatory Homeowners Association;
  14. Homes shall have a minimum front setback of 20 feet and/or 24 feet minimum distance from the garage door to the sidewalk;
  15. Each home in the development shall not have less than a two-car enclosed garage. Garage doors shall have the appearance of “carriage-style” doors and be painted a medium/dark earth-tone color;
  16. Homes shall include a full front façade on the first floor and water table along the sides of brick or stone. The remaining façade must include a combination of at least two of the following: board and batten, shake, or lap fiber cement siding. There shall be no vinyl or aluminum siding. The facades should be earth tone in color that shall be determined by the Planning department staff;
  17. Homes shall be a minimum of 2,000 square feet of heated space. All homes shall have a minimum of two car garages and a driveway of sufficient width to provide for at least two parked cars side by side with a minimum of 24 feet between the garage and sidewalk;
  18. The commercial and residential land disturbance permit applications shall be submitted and approved simultaneously. For purposes of this stipulation, “pad ready” shall mean completion of grading to flat with all infrastructure such as connecting roads/drives, stormwater systems with stub outs for water and sewer connections;
  19. Upon the issuance of 72 Certificates of Occupancy for the residential development, actual “vertical” construction of at least one of the commercial outparcels A-J must be complete before any additional Certificates of Occupancy will be issued for residential development;
  20. Provide inter-parcel access between the building labeled “J,” which lies to the west of the detention pond and the Walmart/Home Depot complex via T.F. Hughes Road;
  21. A maximum two curb cuts along Highway 53 and three curb cuts along Dawson Forest Road shall be permitted;
  22. All stormwater infrastructure within the development shall be interconnected and utilize shared detention;
  23. Developer shall maintain a planted or natural buffer around the gravesites located on the far west portion of the property. Developer shall also erect or maintain a security fence around said gravesite to prevent vandalism;
  24. The residential portion of the development shall provide signage prohibiting parking in the street;
  25. Project shall be subject to all additional ordinances and regulations of Dawson County when requirements are noted during the civil review of said development; and
  26. All roads shall be paved up to standards as prescribed by the Public Works department of Dawson County with curb and gutter, which shall tie into the master stormwater system.

Satterfield/Gaines- Commissioner Fausett opposed the motion

Motion passed 4-0 to approve ZA 21-11 with the following stipulations:

*The property that is the subject of this application has been proposed to be developed as a common project with development of property that is the subject of application ZA 21-08. As a result, stipulations attached to this property listed below includes stipulations that are applicable to application ZA 21-08 but are included for information purposes with respect to ZA 21-11. References to the commercial portion shall refer to the development of this property while reference to the residential portion shall refer to the development of the property that is the subject to ZA 21-08.*

1. The development shall be developed in general accordance with the site plan approved with this rezoning;
2. Developer agrees to place restrictions on rentals within the residential portion of the development. These restrictions shall be made a part of the declaration of covenants;
3. Fully attached units/townhomes shall be prohibited within this development;
4. Developer agrees to use a minimum of six different residential building elevations to avoid a cookie-cutter look within the community. Similar front facades shall not be placed adjacent to or across the street from each other. Elevations shall be similar to the photos provided and must be approved by the Planning director prior to issuance of a building permit;
5. In lieu of a buffer, a 20-foot landscape strip shall be planted between the commercial and residential uses. This landscape strip shall include at least 1 3- to 4-inch-wide tree and 10 3-gallon evergreen shrubs per 20 linear feet of landscape strip;
6. Developer shall contribute \$125,000 (\$250,000 total concerning both ZA 21-08 and ZA 21-11) toward the construction of the intersection improvements at the intersection of State Route 53 and Dawson Forest Road. Funds shall be made available before the issuance of the land disturbance permit;
7. The development shall have 5-foot sidewalks along both sides of the street throughout the residential portion of the development per the Dawson County Land Use Resolution. The commercial portion shall have 5-foot sidewalks along at least one side of all connecting internal streets and an 8-foot sidewalk along Dawson Forest Road and Highway 53 across the entire frontage;
8. Developer shall construct and maintain a mulch trail connecting the development, Dawson Forest Road and the Farmington Apartments along the creek as shown on the approved site plan;
9. Developer shall construct a left turn lane on Dawson Forest Road and align its entrance with the center entrance of the Pendler apartment development on the opposite side;
10. In addition to the requirements of the Buffer, Landscape and Tree ordinance, street trees shall be required outside of the rights of way of both Highway 53 and Dawson Forest Road. In addition, street trees shall be required along all roadways within the multi-family portion of this development. Developer shall plant at least 1 3- to 4-inch-wide canopy-type (oak, maple, elm, etc.) street tree in each front yard (and side yard on corner lots) adjacent to residential streets;
11. All grassed areas on dwelling lots shall be sodded;
12. All utilities shall be placed underground;



13. Development shall have covenants that require maintenance of the landscaped entrance area, open space and amenity areas by a mandatory Homeowners Association;
14. Homes shall have a minimum front setback of 20 feet and/or 24 feet minimum distance from the garage door to the sidewalk;
15. Each home in the development shall not have less than a two-car enclosed garage. Garage doors shall have the appearance of “carriage-style” doors and be painted a medium/dark earth-tone color;
16. Homes shall include a full front façade on the first floor and water table along the sides of brick or stone. The remaining façade must include a combination of at least two of the following: board and batten, shake, or lap fiber cement siding. There shall be no vinyl or aluminum siding. The facades should be earth tone in color that shall be determined by the Planning department staff;
17. Homes shall be a minimum of 2,000 square feet of heated space. All homes shall have a minimum of two car garages and a driveway of sufficient width to provide for at least two parked cars side by side with a minimum of 24 feet between the garage and sidewalk;
18. The commercial and residential land disturbance permit applications shall be submitted and approved simultaneously. For purposes of this stipulation, “pad ready” shall mean completion of grading to flat with all infrastructure such as connecting roads/drives, stormwater systems with stub outs for water and sewer connections;
19. Upon the issuance of 72 Certificates of Occupancy for the residential development, actual “vertical” construction of at least one of the commercial outparcels A-J must be complete before any additional Certificates of Occupancy will be issued for residential development;
20. Provide inter-parcel access between the building labeled “J,” which lies to the west of the detention pond and the Walmart/Home Depot complex via T.F. Hughes Road;
21. A maximum two curb cuts along Highway 53 and three curb cuts along Dawson Forest Road shall be permitted;
22. All stormwater infrastructure within the development shall be interconnected and utilize shared detention;
23. Developer shall maintain a planted or natural buffer around the gravesites located on the far west portion of the property. Developer shall also erect or maintain a security fence around said gravesite to prevent vandalism;
24. The residential portion of the development shall provide signage prohibiting parking in the street;
25. Project shall be subject to all additional ordinances and regulations of Dawson County when requirements are noted during the civil review of said development; and
26. All roads shall be paved up to standards as prescribed by the Public Works department of Dawson County with curb and gutter, which shall tie into the master stormwater system.

Satterfield/Dooley

ZA 21-12 - Martin Labaca requests to rezone TMP 076-126 from RSR (Residential Sub-Rural) to RA (Residential Agriculture) for the purpose of down zoning the parcel.

Planning & Development Director Jameson Kinley said the applicant requests to downzone the property off Kelly Bridge Road for the purpose of constructing an “accessory structure without

primary structure” to store a “boat, jet skis and tools.” Kinley said the applicant purchased the property but, when a soil level analysis was performed, results indicated the property was not suitable for a septic system. Kinley said the Planning Commission recommended denial of the application.

Applicant Martin Labaca said he purchased the property in June 2020 and he “tried to actually get a permit for septic, did a soil test, soil base, everything.” He said the Environmental Health Department reported a septic system could not be installed on the property because the “water tables were too shallow.” Labaca said, “At least I want to use [the property] to actually store my vehicles, some tools, my personal stuff because I don’t know what else to do with that acre and a quarter.”

Chairman Thurmond 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 3-1 to deny ZA 21-12. Gaines/Dooley- Commissioner Fausett opposed the motion

**NEW BUSINESS:**

*Consideration to Move Forward with a Public Hearing for a Timber Harvest Ordinance Update*  
Motion passed 4-0 to approve to Move Forward with a Public Hearing for a Timber Harvest Ordinance. Fausett/Satterfield

*Ratification of Emergency Purchase for Installation of a New Commercial Hot Water Heater at Fire Station 1 from K.E. Greene Mechanical/Hydronics for \$11,937.78*

Motion passed 4-0 to approve to ratify an Emergency Purchase for Installation of a New Commercial Hot Water Heater at Fire Station 1 from K.E. Greene Mechanical/Hydronics for \$11,937.78. Satterfield/Fausett

**PUBLIC COMMENT:**

Candy Hewatt, Dawsonville, Georgia, said there are concerns regarding the apartment complex where she lives. She said she also speaks for some other tenants who are “scared to speak for themselves” who are “on the voucher program, the rural development program.” Hewatt said the landlord “is going up on the rent, no inspection, it’s unhealthy, it’s unsafe.” She added, “Something’s got to be done. Are there any type of stipulations that can be put on landlords - on how much they can raise your rent? People are going to be put out on the street.”

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk

**AN ORDINANCE TO ESTABLISH PROCEDURES FOR THE REVIEW OF APPLICATIONS AND ISSUANCE OF PERMITS RELATED TO BROADBAND NETWORK PROJECTS; TO CREATE A NEW CHAPTER IN THE DAWSON COUNTY CODE OF ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, O.C.G.A. §36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

**WHEREAS**, pursuant to O.C.G.A. § 50-40-41, the County shall not be certified as a broadband ready community unless the County enacts a specific ordinance for reviewing applications and issuing permits related to broadband network projects; and

**WHEREAS**, in accordance with O.C.G.A. § 50-40-41(a)(1), the County hereby appoints the Director of the County’s Public Works Department as the single point of contact within the County to administer all matters related to a broadband network project; and

**WHEREAS**, the governing authority of Dawson County, to wit, the Board of Commissioners, desires that the County attain certification as a broadband ready community and desires to exercise its authority in adopting this Ordinance; and

**WHEREAS**, pursuant to O.C.G.A. § 36-80-19(c), County ordinances shall be printed in substantially the same style as the code currently in effect in Dawson County and such ordinances shall be suitable in form for incorporation therein; and

**WHEREAS**, the Board of Commissioners desires that the procedures established herein shall be codified in the County’s Code of Ordinances under a new Chapter 31 to be titled “Broadband Network Projects”; and

**WHEREAS**, the County acknowledges that a Georgia Certified Broadband Ready Community has an affirmative duty to notify the Georgia Department of Community Affairs of any changes to the information submitted as part of its application, and that failure to notify the Georgia Department of Community Affairs of changes may result in revocation of the County’s Broadband Ready Community Certification, should such certification be granted to the County.

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** by the Board of Commissioners of Dawson County, Georgia, and it is hereby enacted pursuant to the authority of same as follows:

**1. Ordinance**

The County hereby enacts the Broadband Network Projects Ordinance to be codified in a new Chapter 31 (Broadband Network Projects) of the Dawson County Code of Ordinances as provided in Exhibit A, attached hereto and by this reference incorporated herein.

**2. Severability**

It is the express intent of the Dawson County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**3. Effective Date**

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

Vote: Yes: \_\_\_\_\_  
No: \_\_\_\_\_

Dates of Public Hearings: \_\_\_\_\_, 2021  
\_\_\_\_\_, 2021

**EXHIBIT A**

**DAWSON COUNTY CODE OF ORDINANCES**

**CHAPTER 31 – BROADBAND NETWORK PROJECTS**

**Sec. 31-1. - Definitions.** As used in this Chapter, the following terms are defined as follows:

- (a) *Applicant* means a person applying for a permit for a broadband network project.
- (b) *Broadband network project* means any deployment of broadband services.
- (c) *County* means Dawson County, a political subdivision of the State of Georgia.
- (d) *Permit* means any local permit, license, certificate approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a broadband network project.

**Sec. 31-2. - Single Point of Contact.** The County shall appoint a single point of contact for all matters related to a broadband network project within the unincorporated areas of Dawson County, Georgia.

- (a) The single point of contact documentation shall include, but is not limited to:
  - 1) Full Name,
  - 2) Position or Title within the County organization,
  - 3) Department within the County organization,
  - 4) Physical address within the County organization where broadband network project information is provided and processed,
  - 5) Telephone contact information (business and cell numbers, as applicable),
  - 6) Email contact information, and
  - 7) Website/URL address providing County contact and broadband network project information.
- (b) The single point of contact shall be available for matters related to a broadband network project or a related liaison who may direct such inquiry in real time, with general scope and responsibilities to include permitting and right-of-way access; and

- (c) The single point of contact information shall remain current and any changes to such contact information shall be updated on the County's dedicated web pages and associated sources within 15 calendar days of such change.

**Sec. 31-3. - Application Completeness Review.**

- (a) The County shall determine whether an application is incomplete and notify the applicant, by email, of the County's determination within 10 calendar days of receiving an application.
- (b) If the County does not respond to the applicant on whether the application is incomplete, within 10 calendar days, the application shall be assumed to be complete on the 11th day.

**Sec. 31-4. - Notification of Incomplete Application.**

- (a) If the County determines that an application is not complete, the notification by email to the applicant shall specify all required components of the submitted application that were considered 'incomplete.'
- (b) The County's response shall include a checklist of sequenced items that resulted in the application being deemed 'incomplete' and the review timeline shall be as follows:
  - 1) The applicant has up to 40 calendar days from the date of notification of incompleteness to respond back with corrections; and
  - 2) If the applicant does not respond back within 40 calendar days, the application is deemed canceled.
- (c) If within 10 calendar days the County does not respond to the applicant on whether the corrected application is incomplete, the application shall be assumed to be complete on the 11th day.
- (d) The County shall require a new submission and reset the process and application fees, should an application be deemed incomplete a second time.

**Sec. 31-5. - Approval or Denial Notification.** If, on or before the 11<sup>th</sup> day as described in 2 (b), an application is deemed complete, the County shall approve or deny the application within 10 calendar days unless a joint meeting between the applicant and the County is deemed necessary.

- (a) If a joint meeting is deemed necessary, the joint meeting shall occur within 15 calendar days of notification of completion and the joint meeting shall include:

- 1) Where the applicant is going to conduct work,
  - 2) When the work will be conducted,
  - 3) What type of work will be done,
  - 4) Who the County can contact for specific details or related questions, and
  - 5) Any permit seeking approval under application.
- (b) Following a joint meeting between the applicant and the County, the County shall deny or approve the application within 10 calendar days.
- (c) Upon final approval, any required permit shall be deemed issued.

**Sec. 31-6. - Related Fees.**

- (a) Any fee imposed by the County to review an application, issue a permit, or perform any other activity related to a broadband network project shall be reasonable, cost based, and nondiscriminatory to all applicants.
- (b) Any application fee that exceeds \$100.00 shall be considered unreasonable unless the County can provide documentation justifying such fee based on a specific cost.

**Sec. 31-7. - Other Information.**

- (a) **Double Fee:** The County shall not require an application or permit(s) when already approved by an authorized state or federal jurisdiction. Provider shall notify and provide a copy of the approved permit to the County's single-point-of-contact prior to access of right-of-way within the County's jurisdiction.
- (b) **Application Validity Timeline:** Any approved application shall be valid for six (6) months from the date of approval. Should a provider not commence the service request qualified in the approved application within six (6) months, the permit shall expire, and it shall require a new permit approval and any associated fees, as applicable.
- (c) **Single Service Drop:** The County does not require a permit for a broadband service provider to perform an installation of broadband service at an individual customer's service address as long as the facility being utilized only transverses a *de minimis* portion of the public right-of-way to reach the customer's property. The provider must still comply with the provisions of Chapter 9 of Title 25 of the O.C.G.A.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 6/17/2021

Prepared By: Robbie Irvin

Voting Session: 7/1/2021

Presenter: Jameson Kinley

Public Hearing: Yes  No

Agenda Item Title: Presentation of Animal Control Ordinance Update

**Background Information:**

The Dawson County Animal Control Ordinance was last updated in January 2018.

**Current Information:**

The attached revision provides updates, including a revised Dangerous Dog definition, updates to the Vicious Animal definition, insertion of a section on animal neglect, updated penalties and various other minor revisions to ensure compliance with state law.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

Finance Dept. Authorization: Vickie Neikirk

Date: 6/10/21

County Manager Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

2021 Animal Control Ordinance



Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 10 OF THE DAWSON COUNTY CODE OF ORDINANCES REGARDING ANIMALS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, O.C.G.A. §36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

**WHEREAS**, the governing authority of Dawson County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance; and

**WHEREAS**, pursuant to O.C.G.A. § 36-80-19(c), ordinances and amendments shall be printed in substantially the same style as the code currently in effect in Dawson County and such ordinances and amendments shall be suitable in form for incorporation therein; and

**WHEREAS**, the Board of Commissioners now finds that it is in the public interest to update and amend the existing Chapter 10 of the Dawson County Code of Ordinances to adopt the amendment attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** by the Board of Commissioners of Dawson County, Georgia, and it is hereby enacted pursuant to the authority of same as follows:

**1. Ordinance Amendments**

Chapter 10 of the Dawson County Code of Ordinances is hereby modified as provided in Exhibit A, attached hereto and by this reference incorporated herein.

**2. Severability**

It is the express intent of the Dawson County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**3. Effective Date**

This Ordinance shall become effective immediately upon passage.

SO ORDAINED this \_\_\_\_\_ day of ~~June~~May, 2021.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

Vote: Yes: \_\_\_\_\_  
No: \_\_\_\_\_

Dates of Public Meetings:

## Exhibit A

### Chapter 10 - ANIMALS

#### Footnotes:

~~---(1)---~~

~~**Editor's note**—An ordinance adopted January 18, 2018, set out provisions intended for use as Chapter 14. For purposes of clarity, and at the editor's discretion, these provisions have been included as amending chapter 10 in its entirety to read as herein set out. Former chapter 10, §§ 10-1, 10-2, 10-23—10-34, 10-59—10-67, 10-93—10-103, 10-125—10-133, pertained to similar subject matter. See Code Comparative Table for complete derivation.~~

~~**State Law reference**—Animals generally, O.C.G.A. § 4-3-1 et seq.~~

#### ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions ~~(also found at beginning of Article IA, Article II, Article III, Article IV).~~

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

*Abandoned animal* means any domesticated animal that has been placed upon public property or within a public building or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where the animal may be found or kept.

*Adequate food* means a sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, ~~age~~~~age~~, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid or contaminated food is not adequate food.

*Adequate shelter* means a protective covering for a dog that is of adequate size and provides adequate protection to maintain the dog in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. It should also be clean, dry, and compatible with current weather conditions, in addition to the breed of the dog. The structure should be of sufficient size to allow the dog to stand, turn around, lie down, and go in and out of the structure comfortably.

*Adequate space* means sufficient space for adequate exercise suitable to the age, size, ~~species~~~~species~~, and breed of animals.

*Adequate water* means clear, drinkable water with adequate supply. Examples of inadequate water include, but are not limited to, snow, ice, and rancid/contaminated water.

*Animal at large* means any animal not under restraint or voice control and off the property of its owner. If an animal has no known owner or keeper, then it shall be considered "at large" when on any public or private property.

*Animal control officer* means a person employed by the Dawson County Marshal's Office or any other employee of Dawson County duly authorized to pick up, restrain, or impound animals, and who is responsible for discharging such other duties or functions pertaining to animals as may be prescribed by this or any other ordinance, by state law, or by the lawful order of a county official authorized to supervise and direct animal control officers.

*Animal control center* means those facilities designated by the board of commissioners for the housing and care of animals pursuant to this article.

*Animal control department* carries the same meaning as the Animal Control Officer.

*Animal shelter* means the facility designated by the Board of Commissioners of the county for the detention of animals.

*Animal under restraint* means any animal secured by a leash or lead held by a competent person, temporally tethered not as a primary form of restraint, or enclosed by way of fence or other enclosure including an activated invisible fence, or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or an animal confined within a vehicle, parked, in motion, or in a crate or cage or otherwise secured in a pickup.

*Appropriate authority* means Dawson County, the ~~animal control department of~~ Dawson County Sheriff's Office, the Dawson County Marshal's Office, the State of Georgia, any city, any county, or any state or subdivision thereof.

*Attack* means any biting or attempted biting or other action by an animal that places a person in danger of imminent bodily harm. An attack also means the actual biting of another animal or actual biting of a person.

*Board* means Dawson County Board of Health, State of Georgia.

*Cat* means any age feline of the domesticated type.

*Certificate* shall mean a certificate of vaccination on a form furnished or approved by the Georgia Department of ~~Public Health~~Human Resources.

*Companion animal* means a domesticated animal kept for pleasure rather than utility. Pets include but are not limited to birds, cats, dogs, hamsters, horses, mice, reptiles, domesticated wild animals, exotic animals and other animals associated with man's environment.

*Cruelty* means causing the death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.

*Dangerous dog* means any dog that, according to the records of an appropriate authority:

- ~~(1) Inflicts a severe injury on a human being or domestic animal without provocation; or~~
- ~~(2) Bites, attacks or endangers the safety of humans or domestic animals without provocation after the dog has been classified as a potentially dangerous dog and after the owner has been notified of such classification.~~

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~~(3) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.~~

Commented [R1]: Why are we deleting this?

~~(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;~~

~~(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or~~

~~(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.~~

~~(4) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog within the meaning of this article. A dog shall not be a dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.~~

*Dangerous ~~dog control~~ dogs and vicious dogs ordinance* means article IV of this chapter.

*Department* means the Department of ~~Public~~human Healthresources, State of Georgia.

*Dog* shall mean a dog, of either sex, vaccinated or not vaccinated against rabies.

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*Domesticated animals* ~~means~~mean animals that are accustomed to living in or about the habitation of men, including, but not limited to: cats, cows, dogs, fowl, horses, swine, domesticated wild animals and/or exotic animals. (This definition only applies to those animals mentioned herein and is only applicable to this chapter and in no way affects the meaning or application of a definition of the described animal, as may be found in any other city ordinance.)

*Feral animal* means an animal that has escaped from a domestic or captive status and is more or less living as a wild animal or is born of a feral animal.

*Governing authority* means the governing body or official in which the legislative powers of a local government are vested.

*Guard dog* means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

*Health department* means the Dawson County Health Department or in the absence of a functioning health department, the Dawson County ~~Health Board~~ Board of Health.

*Local government* means the City of Dawsonville and Dawson County.

*Owner* means any natural person or any legal entity owning, keeping, harboring, possessing, or having custody or control, or acting as caretaker or custodian of any domesticated animal, having a right of property in an animal, or any person who permits an animal to remain on his premises, within the City of Dawsonville or Dawson County.

*Person* shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.

~~*Potentially dangerous dog* means any dog that without provocation bites a human being or domestic animal.~~

*Proper enclosure* means an enclosure for keeping a dangerous dog or ~~potentially dangerous~~ vicious dog, while on the owner's property, securely confined indoors or in a securely enclosed and locked pen, fence or structure suitable to prevent the entry of younger children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and if the dog is enclosed within a fence all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

*Public nuisance* means any animal which:

- (1) ~~\_\_\_~~ Is found at large in violation of section 10-4. Is found at large in violation of section 10-5 and section 10-6 as set out below;
- (2) ~~\_\_\_~~ Is vicious, and for the purpose of this section, an animal shall be considered vicious if it attacks without provocation any human being or other domesticated animal or animals;
- (3) ~~\_\_\_~~ Produces, because of quantity, ~~manner~~ manner, or method in which the animals are domesticated or maintained, unsanitary conditions in the county;
- (4) ~~\_\_\_~~ Attacks passersby's or passing vehicles; or
- (5) ~~\_\_\_~~ Is harmful or hostile to the public health, ~~welfare~~ welfare, or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated in and made a part of this article as if fully set out.

*Rabies control fee* shall mean that surcharge (fee) authorized by the State Health Code and levied by the county of residence at the time of rabies immunization of a pet animal in a private or public clinic. This fee is to be collected by the veterinarian and forwarded to the treasurer of the county of the animal owner's residence. The "rabies control fee" is not to be confused with any fees associated with licensing or registering pet animals, or the fee that shall be charged by the veterinarian for performing the vaccination.

*Rabies vaccination tag* shall mean a tag furnished or approved by the Georgia Department of ~~Public Health~~Human Resources and which tag shall be worn by the vaccinated dog at all times.

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*Records of an appropriate authority* means records of any state, county or municipal law enforcement agency, records of any county or municipal animal control agency, records of any county board of health, records of any federal, ~~state~~state, or local court, or records of an animal control officer as provided for in this division.

~~Severe~~Serious *injury* means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones ~~or~~, lacerations requiring multiple sutures, or ~~cosmetic~~disfiguring avulsions; requires plastic surgery, or ~~a physical injury that~~admission to a hospital; or results in death, protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

*Vaccinate, inoculate* shall mean the injection of a specified dose of anti-rabies vaccine by a veterinarian into the proper site of an animal, such vaccine having the U.S. Department of Agriculture Veterinary Biologics Control Section license number approval stamped on the label of the container and having been approved by the Georgia Department of ~~Public Health~~Human Resources.

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*Vaccine* means an injectable material containing killed or attenuated rabies virus, licensed by the United States Department of Agriculture, Veterinary Biologics Section, and approved by the Georgia Department of ~~Public Health~~Human Resources. Vaccine used for the purpose of this rule shall be stored at the temperature prescribed on the purchase label. Outdated vaccine shall not be used.

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*Veterinarian* shall mean any person who holds a degree of ~~doctor of veterinary medicine~~Doctor of Veterinary Medicine (DVM).

~~Vicious animal~~ means ~~any animal which constitutes a physical threat to human beings or other animals by virtue of one or more attacks of such severity as to cause property damage or physical injury. An animal shall also be considered vicious if it makes an unprovoked attack on other animals or on human beings or on physical property.~~

~~(a) The term "vicious animal" means:~~

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Vicious animal means:

- (1) Any animal that attacks, ~~bites~~bites, or injures humans or other animals without provocation;
- (2) Which, because of temperament, ~~conditioning~~conditioning, or training, has a known propensity to attack, bite or injure other living creatures without provocation.
- (3) An animal which has on one or more occasions caused injury to other living creatures without provocation; or
- (4) Any animal which constitutes a physical threat to human beings or domesticated animals by one or more attacks without provocation of severity to cause

physical injury. The definition of "vicious animal" contained in this subsection shall be supplementary to the definitions contained in article IV.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-2. - Interpretation of chapter; conflicting provisions.

- (a) — Where there is a conflict between this chapter and another county or municipal ordinance, this chapter shall apply.
- (b) — Where there is a conflict among chapters or sections within this chapter, the chapter or section which is more restrictive and stricter shall apply.
- (c) — Definitions in one article of this chapter may be used to define terms in other parts of this chapter unless it is clear from the context that the definition does not apply.
- (d) — This chapter shall apply to the participating municipalities, notwithstanding the use of the word "county" instead of "city."

~~(Ord. of 1-18-2018(1))~~

#### ARTICLE IA. - DOMESTIC ANIMAL CONTROL

Sec. 10-3. - Running at large prohibited.

- (a) — It shall be unlawful for the owner of any animal, or anyone having an animal [any domestic fowl or livestock] in his possession and custody, to allow it to run at large unattended on or about the streets and highways of the unincorporated and incorporated limits of the county, or on the property of another person or of the person in possession of such property, except for dogs being used in hunting in accordance with state game and fish department laws, ~~rules~~rules, and regulations.
- (b) — Any such animal at large may be impounded by the animal control officer or an authorized representative thereof.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-4. - Duty to keep animal under restraint—While on property; no tethering of dogs as primary means of restraint.

- (a) — It shall be the duty of every owner of any animal to ensure that it is confined with a primary means of restraint by way of a fence or other enclosure including an activated invisible fence or in some other physical manner, under the control of a competent person so that it cannot wander off the real property limits of the owner, it being the intent of this article that all animals be prevented from leaving, while unattended, the real property limits of their owners.



- (b) — The above requirement notwithstanding, it shall be unlawful for the owner of any dog to utilize a tether, chain, cable, rope, or cord as the primary method of restraining a dog, it being the intent of this section that tethering a dog shall be used only as a temporary restraint mechanism. The prohibition in this subparagraph shall have no application if the dog is in a park or recreational area where the rules of said park or recreational area require the tethering or physical restraint of dogs.
- (c) — In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way as in conformance with these regulations that they not only cannot get out to run loose, but also cannot be reached by other dogs or cats.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-5. - Duty to keep animal under restraint—While off property.

- (a) — It shall be the duty of the owner of any animal or anyone having an animal in his possession to keep the animal under control at all times while the animal is off the real property limits of the owner, ~~possessor~~possessor, or custodian. For the purposes of this section, an animal is deemed under control when it is confined within a vehicle, whether parked or in motion; is secured by a leash or other device held by a competent person; or is properly confined within an enclosure with permission of the owner of the property where the enclosure is located. An animal may be under voice control only if the owner is present and if the animal is responsive to the owner.
- (b) — No person shall tie, ~~stake~~stake, or fasten any animal within any right-of-way, street, alley, ~~sidewalk~~sidewalk, or other public place or in such manner that the animal has access to any portion of any right-of-way, street, alley, ~~sidewalk~~sidewalk, or other public place.
- (c) — Every female dog in heat shall be confined in a building or other enclosure in such manner that such female dog cannot come into contact with another animal except for planned breeding.
- (d) — Every animal shall be restrained and controlled so as to prevent it from harassing passersby, chasing vehicles, or attacking persons or other animals.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-6. - Abandonment of animals.

- (a) — It shall be unlawful for a person to abandon any domestic animal owned by him. No person shall put out or abandon any dog, ~~eat~~cat, or other domestic animal on public or private property. It shall be unlawful for anyone to knowingly abandon any domesticated animal within the county. Each person who does abandon, knowingly or willingly permits such abandonment, or aids in the abandonment of any domesticated animal shall be in violation of the law and shall be punished as provided in this article.
- (b) — Each offense shall be punished with a fine of the maximum amount allowable by law.

- (c) — If the owner, possessor or custodian of an animal is not known, and the animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or property of another, without the property owner's permission, as prohibited by this section, any law enforcement officer or agent or employee duly authorized by the county shall be authorized to immediately take possession of such animal and impound it in accordance with the rules and regulations provided by law or by ordinance of the county for the detention, control and disposition of animals.
- (d) — The impoundment of an animal shall be accomplished without a breach of the peace. Once impounded, an animal shall be kept for a period of time as outlined in this article, and, thereafter, if the animal is not claimed by anyone after a reasonable effort has been made to locate the owner, possessor or custodian of the animal as provided in this article, the animal may be disposed of in a humane fashion or in accordance with the rules and regulations of the state.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-7. - Cruelty to animals; fighting animals.

No person shall, by act, ~~omission~~omission, or neglect, cause unjustifiable physical pain, suffering or death to any animal. This section shall not apply to the killing of animals raised for the purpose of providing food, nor does it apply to any person who shall hunt wild animals in compliance with the game and fish laws of the State of Georgia. Furthermore, this section shall not apply to the killing or injuring of animals for humane purposes or in the furtherance of medical or scientific research or in the necessary defense of one's person or personal property.

- (a) — Whoever willfully or maliciously kills abuses, ~~maims~~maims, or disfigures any animal or willfully or maliciously administers poison to an animal or exposes any poisonous substance with intent that the substance shall be taken and swallowed by an animal shall be in violation of this article.
- (b) — Whoever overloads, overdrives, tortures, ~~torments~~torments, or deprives an animal of its necessary sustenance or shelter or beats, mutilates or kills any animal or causes such acts to be done, or carries in or upon a vehicle or otherwise any animal in a cruel or inhumane manner, shall be deemed in violation of this article.

~~(c) — Whoever confines an animal and fails to supply sufficient quantities of wholesome food and water, or keeps any animal in any enclosure without wholesome exercise and change of air, or abandons any animal to die, shall be deemed in violation of this article.~~

~~(d) — No person shall:~~

~~(c) No person shall:~~

- (1) — Own, possess, ~~keep~~keep, or train any animal with the intent that such animal shall be engaged in an exhibition of fighting.

- (2) —          Build, make, ~~maintain~~maintain, or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, ~~maintained~~maintained, or kept on such premises, for the purpose of an exhibition of animal fighting.
- (3) —          In any manner encourage, instigate, ~~promote~~promote, or assist in an exhibition of animal fighting.
- (4) —          Charge admission ~~to~~to be an assistant, ~~umpire~~umpire, or participant at or be present as a spectator to any exhibition of animal fighting.
- (e) —          Any animal control officer shall impound any animal found to be treated in a cruel manner.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-8. - Neglect of animals.

- (a) It shall be unlawful to endanger an animal's health by failing to provide or arrange to provide the animal with adequate food or adequate water if the animal is dependent upon a person for the provision of food or water, or by restraining an animal in inhumane conditions or in a manner that endangers the animal's life or health.
- (b) It shall be unlawful for any owner or possessor of any animal to fail to provide adequate water, adequate food, adequate space, adequate shelter, sanitary conditions, or necessary veterinary care in the case of an injury or illness that endangers the life or health of an animal.

Sec. 10-9. - Animals creating nuisance.

- (a) — The owner of any animal which habitually barks, whines, ~~howls~~howls, or causes other objectionable noise, or which is at large or chases or runs after persons or vehicles, or which destroys or damages any property of another person, or which causes serious annoyance to a neighboring resident and interferes with reasonable use and enjoyment of his property, or which is otherwise offensive so as to create a nuisance, shall be deemed to be committing an act in violation of this section.
- (b) — Any person that knowingly keeps, owns harbors, has custody or control of, or acts as custodian of an animal constituting a nuisance shall be guilty of an unlawful act and shall be punished as provided in this chapter.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-~~9~~10. - Enforcement.

- (a) — Responsibility. The primary responsibility for the enforcement of this article shall be vested in the animal control officer. He may, in the exercise of his authority as the animal control officer for the county, delegate the enforcement responsibilities of this section to such county employees under his direct supervision as he may select. By joint agreement of the

participating municipalities with the county board of commissioners, enforcement of this chapter shall be by the county board of commissioners.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-~~1011~~. - Commercial guard/security dogs.

- (a) — It shall be the duty of all persons who keep, ~~use~~use, or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign (eye level). If the premises are not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "Warning, Guard Dog on Duty." In addition, for dogs rented or leased, the sign shall set forth the name, ~~address~~address, and phone number of the responsible person to be notified during any hour of the day or night.
- (b) — It shall be the duty of all persons who keep, ~~use~~use, or maintain a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by state and county laws and ordinances. The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by state and county laws and ordinances.
- (c) — It shall be the duty of any person who sells, leases, and/or rents any guard/security dog to be used within the county to notify the County Animal Control of the location and number of guard/security dogs in use, kept, or maintained at a particular location. The animal control office shall maintain a record of the location, number of guard/security dogs, and current rabies vaccination and licensure of all guard/security dogs utilized within the county. The person who sells, leases, and/or rents a guard/security dog to be used in the county shall furnish the following information to the county animal control office:
- (1) —      Name, ~~address~~address, and telephone number of the location where a guard dog is located.
  - (2) —      Name, breed, sex, current license tag information of each guard dog at any location in the county    or the city.
- (d) — It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner. It shall be unlawful to transport any guard dog in the county or the city except under the following conditions:
- (1) —      Each dog shall be placed in separate holding bins.
  - (2) —      Each holding bin shall be enclosed and measure 48 inches long by 18 inches wide by 30 inches high.
  - (3) —      Each holding bin will be adequately ventilated.
- (e) — No guard/security dog shall be chained, ~~tethered~~tethered, or otherwise tied to any inanimate object such as a tree, ~~post~~post, or building, outside of its own enclosure.

(f) — A guard/security dog shall be confined by the owner/custodian/harbinger within a building or secure enclosure out of which it cannot climb, dig, ~~jump~~, or otherwise escape of its own volition.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-~~4112~~. - Vicious animals—Precautions to be taken by owners.

(a) Vicious animal.

(1) — The words "vicious animal" shall mean any animal which attacks, bites or injures humans, other animal without provocation; or which, because of temperament, ~~conditioning~~, or training, has a known propensity to attack, bite or injure other living creatures without provocation; or any animal which constitutes a physical threat to human beings or domesticated animals by one or more attacks without provocation of such severity to cause physical injury.

(2) — Exception: An animal is not considered vicious if it attacks, bites or menaces:

- a. Anyone attacking the owner;
- b. Unlawful trespassers on the property of the owner;
- c. Any person or animal that has tormented or abused it;
- d. If it is defending its young or other animal.

(b) — No person owning or having custody or control of any dog or other animal known to be vicious shall permit it to run ~~at large, or~~ permit it to run loose on or within the premises of such person in such a manner as to endanger the life or limb of any person lawfully entering such premises.

(c) — For owners of vicious animals who maintain their animal out-of-doors, a portion of their property shall be fenced with a perimeter or area fence. Within this perimeter fence the vicious animal must be humanely confined inside a house, building, ~~pen~~, or kennel of adequate size. The pen or kennel shall not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides, with a secure top attached to all sides, and the sides must be securely set into the ground or onto a concrete pad or securely attached to a wire bottom, out of which it cannot climb, dig, ~~jump~~, or otherwise escape on its own volition. The gate must be securely locked.

(d) — A warning sign (e.g., BEWARE OF ~~DOG~~VICIOUS ANIMAL) shall be conspicuously posted denoting a vicious animal is on the premises and if said vicious animal is kept in a secure enclosure such signs will be posted on all four sides of said enclosure. It is the intention of this article to make all persons who have legitimate business at the place where a vicious animal is kept to be fully warned that such vicious animal is present.

(e) — No vicious animal shall be chained, ~~tethered~~, or otherwise tied to any inanimate object such as a tree, ~~post~~, or building, outside of its own enclosure.

- (f) ~~—~~ Whenever outside of its enclosure, but on the owner's property, a vicious animal must be attended by the owner and restrained by a secure collar and leash of not more than six feet in length and of sufficient strength to prevent escape.
- (g) ~~—~~ It shall be unlawful for any person to cause, permit, accompany or be responsible for any vicious animal on the streets or in any other public place, at any time, unless, in addition to the other requirements of this article, such animal is humanely and securely muzzled and in charge of a competent person to effectively prevent it from biting any person or other animal.
- (h) ~~—~~ The owner of any vicious animal which is not confined in a building or secure enclosure, or any person who shall release, either willfully or through a failure to exercise due care or control, or take such animal out of such building or secure enclosure in a manner which is likely to cause injury to another person or damage to the property of another person, shall be in violation of this article, and such animal shall be permanently confined or humanely destroyed.
- (i) ~~—~~ Nothing in ~~\_\_\_\_\_~~ The provisions of this article section shall prevent separate enforcement concerning apply to all animals, with the exception of dogs. Article IV, pertaining to dangerous ~~dogs~~ and ~~potentially~~vicious dogs, shall govern the classification of dogs as dangerous dogs ~~under this or vicious dogs as defined in that~~ article-

Sec. 10-13. (Ord. of 1-18-2018(1))

~~Sec. 10-12-- Penalties for violation (of vicious animal)-.~~

- ~~(a) — Any person who violates any provision of this article shall be guilty of a misdemeanor and subject to a fine of up to \$1,000.00 and/or imprisonment in jail for a period not to exceed 60 days or both.~~
- ~~(b) — Any vicious animal shall be deemed to be a nuisance and may be abated as a nuisance upon the conviction thereafter of its owner in accordance with the laws of the State of Georgia.~~

~~(Ord. of 1-18-2018(1))~~

(a) Unless otherwise specified in this chapter, any person violating this chapter may be deemed guilty of violating a county ordinance and may be punished by a fine not to exceed \$1,000.00, by imprisonment in the county jail for a period of time not to exceed 60 days, or by both such fine and imprisonment, or up to the limits of any penalty provided by state law for the ordinance. Each act or omission in violation of this chapter shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense. In addition to any other penalties allowed by law, the court, as part of the sentence, may prohibit the offender from owning, possessing, or having on the offender's premises in the county any animal during the term of the sentence, may order for the animal to be removed from the county or humanely euthanized, and may order restitution.

(b) ~~Sec. 10-13--~~ Applicability of article.

~~This article shall apply to all animals, except article IV, pertaining to dangerous dogs and potentially dangerous dogs, shall apply to the animals defined in that division.~~

~~(Ord. of 1-18-2018(1))~~

~~10-14. - Penalty for violation of article.~~

~~(a) - Unless otherwise provided, any violation of this article shall be punished as for a misdemeanor under the laws of this state. Each and every violation and each days continuing violation shall be treated as a separate offense.~~

~~(b) - Unless otherwise provided, any person violating the terms of this article or rules and regulations promulgated pursuant to this article shall be punished by fines and/or imprisonment in the county jail as set forth by the magistrate court judge pursuant to law.~~

~~(b)~~ - Unless otherwise provided, the county shall have jurisdiction of all cases arising from violation of this article.

~~(Ord. of 1-18-2018(1))~~

Secs. 10-~~15~~14—10-37. - Reserved.

## ARTICLE II. - ANIMAL CONTROL; IMPOUNDMENT

Sec. 10-38. - Powers and duties of animal control officer.

The animal control officer shall be primarily responsible, with support from the county health department, for the enforcement of this article, and his duties shall include but not be limited to the following:

- (1) — \_\_\_ Cooperation with the county board of health in the enforcement of rabies control regulations and of animal control directives.
- (2) — \_\_\_ Cooperation with the county Humane Society, through the board of commissioners, in the promotion of animal control and welfare.
- (3) — \_\_\_ Taking up and impounding animals that are in violation of this article, using any and all means available which are humane in nature.
- (4) — \_\_\_ Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal a general description by sex, ~~breed~~breed, and approximate age, together with any identification tag, vaccination tag or other marking and the date of receipt.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-39. - Interference with animal control officer.

It shall be unlawful to take or attempt to take any animal from any vehicle used to transport such animal, or to take or attempt to take any animal from the animal control impounding areas. It shall also be unlawful for any person to remove or attempt to remove any animal from any trap set by the animal control division or to disturb, molest or damage any trap set by the animal control officer.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-40. - Notice to owners of impounded animals; redemption by owner.

- (a) — Any animal seized or impounded under any provision of this article shall be detained in the animal control shelter or any other such facility that the county may so designate.
- (b) — Upon receipt of any impounded animal wearing a tag, the animal control officer or designated animal shelter shall immediately make diligent efforts to ascertain the identity of the animal's owner and shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If the animal control officer is unsuccessful in reaching the owner by telephone, he shall send notice of the impoundment to the owner by certified mail or by personal service.
- (c) — The owner of the impounded animal may after receiving such notice, regain possession of the animal upon payment of all applicable fees specified in this section. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this article, and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this article.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-41. - Commencement of period of impoundment.

All periods of impoundment specified in this article shall be deemed to commence at 12:01 a.m. of the day following the date of confinement.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-42. - Fees and requirements for violations and impounds.

- (a) — The fees with respect to services performed, in connection with the enforcement of this article shall be set by the board of commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of the animal control officer. Such fees may be changed at any time and from time to time as determined by the board of commissioners.
- (b) — The fees established and collected under this article are not penalties, but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this article. Such fees are subject to change at any time. Such fees shall include but not be limited to the following:



- (1) An impounding fee.
  - (2) A boarding fee on a per-day basis.
  - (3) A rabies inoculation fee if needed.
- (c) — In no event shall any animal be redeemed by its lawful possessor, ~~owner~~owner, or custodian unless those fees established for boarding the animal, as provided for in section 10-40 are paid.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-43. - Consequences of impounded and not claimed.

If for any reason an animal is impounded and not claimed by the owner after proper notification is made the animal shall be considered abandoned and the following subsections shall apply:

- (a) — \_\_\_ If the animal is not claimed by the owner within three days of the receipt of the certified letter giving notice of impoundment or if the letter is returned by the post office or if within ten days of impoundment the owner cannot be located, the animal shall be deemed abandoned and the animal control shelter may at their discretion adopt said animal or dispose of said animal in accordance with state law.
- (b) — \_\_\_ The owner shall have conclusively presumed to give his consent to the adoption of the impounded animal or to give his consent to the disposal of the animal in a humane fashion in accordance with O.C.G.A. § 4-11-5.1. All rights of ownership in said animal will immediately cease and the owner shall have no further claims to such animal.
- (c) — \_\_\_ In the event an animal is impounded, and through its appearance seems to have been abandoned or is stray, said animal will be kept for a period of three days before it will be considered for adoption or destroyed. The appearance of being abandoned or stray would include, but not be limited to the following: no collar, tag, brand, or other identifiable marks, an appearance of being malnourished, excessively dirty or mange like fur coat, or any other condition that would lead the animal control officer to conclude that said animal is a stray.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-44. - Authority to destroy injured or diseased animals.

Any dog, cat or other domestic animal injured upon the public right-of-way is subject to destruction by a competent licensed veterinary authority or an animal control officer certified to administer euthanasia on lower class animals, in that person's discretion, depending upon the extent of injury to or disease of such animal, or, in the alternative, if such animal is not claimed by the owner thereof within a reasonable time, in the interest of humane treatment.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-45. - Fees.

Where not otherwise specified, fees and costs referred to in this chapter shall be established from time to time by the board of commissioners and posted publicly at the county animal shelter. Any such moneys received in connection with the enforcement of this chapter shall be paid to Dawson County.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-46. - County board of health; enforcement of division; animal control officer.

- (a) — *Enforcement generally.* Enforcement of this division shall be by the county board of commissioners. All fines, fees, ~~penalties~~~~penalties~~, or other funds received in connection with the enforcement of this division shall be paid to Dawson County.
- (b) — *Hearings.* Hearings concerning dangerous or ~~potentially dangerous~~~~vicious~~ dogs shall be carried out by the county board of health as set forth by O.C.G.A. § 31-5-2.
- (c) — *Animal control officer.* A person employed by the Dawson County Marshal's Office or any other employee of Dawson County duly authorized to pick up, restrain, or impound animals, and who is responsible for discharging such other duties or functions pertaining to animals as may be prescribed by this or any other ordinance, by state law, or by the lawful order of a county official authorized to supervise and direct animal control officers.
- (d) — *Powers and duties of the county board of health.* The county board of health is designated to conduct hearings and determine matters as required in this article.
- (e) — *Appeals from decisions of the county board of health.* Appeals from decisions of the county board of health shall be on the record and to the superior court for the county. It is the responsibility of the county board of health to certify the public record to the superior court.

~~(Ord. of 1-18-2018(1))~~

Secs. 10-47—10-59. - Reserved.

### ARTICLE III. - RABIES CONTROL

Sec. 10-60. - Definitions.

Definitions as used in article III are as follows:

*Board* means Dawson County Board of Health, State of Georgia.

*Certificate* shall mean a certificate of vaccination on a form furnished or approved by the Georgia Department of ~~Public Health~~~~Human Resources~~.

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*Department* means the ~~Department of Public Health~~department of human resources, State of Georgia.

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*Director* means the chief executive of the county board as defined in O.C.G.A. § 31-3-11 or in his absence, subject to approval of the board, a member of said board appointed by the chairman for the purposes enumerated herein.

*Dog* shall mean a dog, of either sex, vaccinated or not vaccinated against rabies.

*Health department* means the Dawson County Health Department or in the absence of a functioning health department, the Dawson County Board of Health.

*Owner* shall mean any person having a right of property in a dog, or any person who permits a dog to remain on his premises.

*Person* shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.

*Rabies control fee* shall mean that surcharge (fee) authorized by the State Health Code and levied by the county of residence at the time of rabies immunization of a pet animal in a private or public clinic. This fee is to be collected by the veterinarian and forwarded to the treasurer of the county of the animal owner's residence. The "rabies control fee" is not to be confused with any fees associated with licensing or registering pet animals, or the fee that shall be charged by the veterinarian for performing the vaccination.

*Rabies vaccination tag* shall mean a tag furnished or approved by the Georgia Department of ~~Public Health~~Human Resources and which tag shall be worn by the vaccinated dog.

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*Vaccinate, inoculate* shall mean the injection of a specified dose of anti-rabies vaccine by a veterinarian into the proper site of an animal, such vaccine having the U.S. Department of Agriculture Veterinary Biologics Control Section license number approval stamped on the label of the container and having been approved by the Georgia Department of ~~Public Health~~Human Resources.

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*Vaccine* means an injectable material containing killed or attenuated rabies virus, licensed by the United States Department of Agriculture, Veterinary Biologics Section, and approved by the Georgia Department of ~~Public Health~~Human Resources. Vaccine used for the purpose of this rule shall be stored at the temperature prescribed on the purchase label. Outdated vaccine shall not be used.

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*Veterinarian* shall mean any person who holds a degree of Doctor of Veterinary Medicine (DVM).

~~(Ord. of 1-18-2018(1))~~

Sec. 10-61. - Legal authority.

Pursuant to the authority vested in the Dawson County Board of Health under O.C.G.A. § 31-3-2 et seq., the Dawson County Board of Health and the Board of Commissioners of Dawson County adopt the following rules and regulations for the control of rabies within the County of

Dawson, and the Board of Commissioners of Dawson County hereby enacts the following rules and regulations as an ordinance of Dawson County.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-62. - Purpose.

To prescribe rules for the prevention and control of rabies within Dawson County by providing for the vaccination, tagging, certification of dogs, the confinement of dogs and other animals, to designate Dawson County's rabies control officer, collection of rabies control fees, and for other purposes.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-63. - Rabies control officer.

- (a) — The rabies control officer shall be the animal control officer or the Dawson County Health Department.
- (b) — Duties of the rabies control officer will include:
  - (1) — Investigate and maintain a record of animal bites in Dawson County.
  - (2) — Provide for proper confinement of an animal involved in a bite; or if the animal is dead or killed, preparation and submission of the head for laboratory examination.
  - (3) — Enforce proper disposition of animals exposed to known rabid animals.
  - (4) — Provide stray animal pickup service.
  - (5) — Assist in rabies immunization clinics.
  - (6) — The duties as stated in the rabies control regulations.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-64. - State rabies vaccination tag; Dawson County license tag required for dogs.

- (a) — Every dog or cat three months of age or older shall be vaccinated against rabies. Dogs and cats will be revaccinated one year later. When dogs or cats one year of age or older are vaccinated with vaccines accepted by the state, ~~county~~ or department for providing a three-year duration of immunity, boosters will be required every three years.
- (b) — At the time a dog or cat is vaccinated for rabies a Dawson County license form will be filled out by the veterinarian. This form will contain the name of the owner, address, breed, sex and color of each animal and any other descriptive data. The rabies tag will also serve as the Dawson County license tag. The veterinarian will issue each cat or dog owner a copy of the Dawson County License for their dog or cat.

- (c) — The license will be initially issued when the animal is vaccinated against rabies and renewed when the animal is revaccinated for rabies or receives a booster shot annually thereof.
- (d) — Each license under this code section shall not be transferable from one animal to another or from one owner to another. It shall be unlawful for any person to attach a license/vaccination tag to an animal fur which it was not issued.
- (e) — In the event that the owner of an animal receives veterinarian care from an office outside of Dawson County, the owner may supply the required information directly to the animal control officer at the Dawson County Sheriff's Office and obtain their Dawson County License, during normal business hours. In the event that an owner does obtain the license at the sheriff's office, proof that the animal has been vaccinated against rabies must be shown prior to the license being issued.
- (f) — The cost of the license if purchased at a veterinarian's office shall be \$1.00 above the cost of the rabies vaccination. If the license is obtained at the Dawson County Marshal's Office, it will be issued at no charge. Each veterinarian's office shall receive \$1.00 from each license sold to defray cost to the veterinarian for providing such service to the county. The cost of the license shall be waived for persons who have seeing-eye dogs or hearing-ear dogs or any other animal used to assist a handicapped person. Any animal used by a law enforcement agency is also exempt from the cost of the license as is any other animal utilized by a governmental agency.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-65 - Dogs to wear collar, Dawson County identification tag and state vaccination tag; exceptions.

- (a) — The wearing of a vaccination/license tag is not required for show dogs where the wearing of such tag could damage the coat, and except dogs when boarded in kennels or veterinary clinics, or in an area zoned for agricultural purposes where the owner or custodian of the dog in question is using the dog for hunting purposes, and has on his/her person a valid hunting license. In the latter case, the owner, custodian or harbinger shall have the tag or vaccination certificate in his/her possession where it may be shown upon demand by any duly constituted authority.
- (b) — Any dog being shipped or transported through the county or city, or any dog entering the county or city for the purpose of a temporary stay, when such stay does not exceed 15 days, shall be exempt from the licensing provisions of this article; ~~however~~ however, such dogs are subject to the restraint provisions of this article.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-66. - Clinics.

- (a) — If deemed necessary by the board, the rabies control officer along with the animal control officer may operate or cause to be operated within Dawson County, a county-sponsored clinic for the vaccination of dogs against rabies.
- (b) — Vaccinations will be performed by a veterinarian or under his direct supervision. Payment of services shall be derived from vaccination fees.
- (c) — The vaccination fee for such clinics, including the administering and cost of the vaccine, the issuance of certificates and tags, and other necessary expense shall be predetermined by the county board of health at least 15 days in advance of the first clinic appearing on the schedule. Such notice shall include the schedule of each clinic including the day, the hour, the place, and the vaccination fee.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-67. - Reporting.

- (a) — The owner or custodian of any animal having signs suggestive of rabies shall confine the animal and immediately notify the animal control officer or the Dawson County Health Department reporting any information regarding any persons bitten or attacked by said animal.
- (b) — The animal control officer shall report all known cases of rabies in Dawson County to the department.
- (c) — The animal control officer shall report accumulated data relating to rabies in Dawson County to the department when, in his opinion, rabies is prevalent or likely to become prevalent to the extent that quarantine procedures are indicated.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-68. - Report of animal bites or attacks; confinement of biting animals.

- (a) — Any person having information that an animal has attacked or bitten a person shall immediately report such to the Dawson County Sheriff's Office or the County Board of Health. Failure to do so constitutes a violation of this article.
- (b) — If an animal has bitten a person, such animal shall be immediately confined at a facility so designated by the animal control officer or the county health department. The confinement will commence on the date of the bite and said animal will be segregated in isolation, if available, for a period of ten days. The animal control officer may allow a vaccinated female which is nursing offspring to remain confined on the premises of the owner provided that the animal control officer is permitted daily inspections of the animal during the ten-day period.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-69. - Confinement of dogs or other animals.

- (a) — The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs or other animals.
- (b) — The owner of any dog or other animal as defined in this article shall confine or cause to be confined such dog or animal as herein prescribed:
  - (1) — A dog or other animal, whether vaccinated or not, which has bitten a person (or other animal) shall be confined for a period of ten days following the date of the bite.
  - (2) — A dog or other animal, whether vaccinated or not, having signs suggestive of rabies shall be confined in isolation until its death or until its freedom from suspicion of having rabies is established and its release is authorized by the director.
  - (3) — A dog or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved kennel for six months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
  - (4) — Any dog or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination and which is bitten by a known or suspected rabid animal, may be revaccinated, confined in an approved manner for ~~60~~45 days, and then released if no signs of rabies are evident.
  - (5) — Every dog, whether vaccinated or not, shall be kept in a quarantined area confined at the owner's or custodian's premises during the entire quarantine period, unless other provisions suitable to the board are made.
  - (6) — Any dog less than three months old may be confined to the owner's premises or kept on a leash; provided, such permission is granted by the rabies control office.
  - ~~(7) — Any dog brought into Dawson County for a permanent stay from outside the county shall be confined or on leash until vaccinated as provided for by this chapter, when the owner of such dog produces evidence satisfactory to the director that such dog has been vaccinated in a manner and by procedures comparable to the requirements of this article, then a certificate of vaccination and a vaccination tag may be issued for the current vaccination year.~~
  - ~~(8) — Any dog brought into Dawson County on temporary stay not exceeding 14 days shall be confined or on a leash at all times; unless the owner or custodian of such dog submits evidence to the director that such dog has been vaccinated in a manner and by procedures comparable to the requirements of this article.~~

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~~(Ord. of 1-18-2018(1))~~

Sec. 10-70. - Confinement area facility.

The area or facility to which any dog or animal is confined in compliance with the provisions of this article shall be subject to the approval of the animal control officer or county board of health. The confinement area or facility may include either a pound, a kennel, an animal hospital, or other place, which provides:

- (1) ~~\_\_\_~~ Construction and management which will keep the animal dry and clean and prevent its escape.
- (2) ~~\_\_\_~~ A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.
- (3) ~~\_\_\_~~ Assurance that the animal will have sate and adequate water and food.
- (4) ~~\_\_\_~~ Adequate space for the animal's exercise.
- (5) ~~\_\_\_~~ Protection against excessive heat and cold.
- (6) ~~\_\_\_~~ Space, cages, pens, and other necessary equipment to isolate the animal for its protection against ~~injury and infectious disease.~~

~~(Ord. of 1-18-2018(1))~~

Secs. 10-71—10-99. - Reserved.

ARTICLE IV. - DANGEROUS ~~ANIMALS~~DOGS AND ~~POTENTIALLY DANGEROUS ANIMALS~~VICIOUS DOGS

Sec. 10-100. - Definitions.

*Appropriate authority* means Dawson County, the animal control department of Dawson County, the State of Georgia, any city, any county, or any state or subdivision thereof.

*Dangerous dog* means any dog that, ~~according to the records of an appropriate authority,~~

- (1) ~~Inflicts~~ Causes a severe injury on ~~substantial puncture of a human being~~ person's skin by teeth without ~~provocation;~~ causing serious injury; ~~provided, however, that a nip, scratch, or~~
- (2) ~~Bites, attacks, or endangers the safety of humans without provocation after the dog has been classified~~ abrasion shall not be sufficient to classify a dog as a potentially dangerous dog and after the owner has been notified of such classification ~~under this subparagraph;~~
- (3) ~~But a dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog or potentially dangerous dog within the meaning of this article. A dog shall not be a dangerous dog or a potentially dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.~~
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; ~~provided, however, that the acts of barking, growling, or showing of~~



teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog;

(4) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog within the meaning of this article. A dog shall not be a dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

*Owner* means any person owning, possessing, harboring, ~~keeping~~keeping, or having custody or control of ~~a~~ dangerous dog or ~~potentially dangerous~~vicious dog within the county or a municipality within the county.

~~Potentially dangerous dog means any dog that without provocation bites a human being or domestic animal.~~

*Proper enclosure* means an enclosure for keeping a dangerous dog or ~~potentially dangerous~~vicious dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height, and the bottom of the fence shall be constructed or secured in such a manner, as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

~~Severe~~Serious injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, or lacerations requiring multiple sutures, or cosmetic disfiguring avulsions; requires plastic surgery or a physical injury that admission to a hospital; or results in death, protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

~~(Ord. of 1-18-2018(1))~~

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Sec. 10-101. - Violations and penalties.

(a) — The owner of a ~~dangerous~~vicious dog who violates the applicable provisions of this article or whose ~~dangerous~~vicious dog is subject to confiscation under this article shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement and fine that

might be imposed for a conviction under this article, for the second conviction, a fine of not less than \$750.00 shall be imposed and for a third and subsequent conviction, a fine of not less than \$1,000.00 shall be imposed.

- (b) — The owner of a ~~potentially~~ dangerous dog who violates the applicable provisions of this article, or whose ~~potentially~~ dangerous dog is subject to confiscation under this article shall be guilty of a misdemeanor. In addition to any confinement and fine that might be imposed for a conviction under this article, for a second conviction, a fine of not less than ~~\$250~~500.00 shall be imposed, and for a third or subsequent conviction, a fine of not less than ~~\$350~~750.00 shall be imposed.
- (c) — In addition to the penalties for violation of this article, the dangerous or vicious dog involved shall be immediately confiscated by the animal control officer or by a law enforcement officer or another person authorized by the animal control officer and placed in quarantine for the proper length of time as determined by the county board of health and, thereafter, the dangerous or vicious dog shall be destroyed in an expeditious and humane manner.
- (d) — No owner of a dangerous dog shall be held criminally liable under this article for injuries inflicted by said owner's dog to any human being while on the owner's property so long as all the requirements of the chapter are met.
- (e) — Persons violating this division are subject to prosecution under O.C.G.A. § 4-8-~~283~~2.

~~(Ord. of 1-18-2018(1))~~

#### Sec. 10-102. - Liability of county; liability of owner.

The owner of a dangerous dog or ~~potentially dangerous~~vicious dog shall be solely liable for any injury ~~to~~ or death of a person caused by such dog. Pursuant to state law, under no circumstances shall the county, a municipality within the county or an employee or official of a local government which enforces or fails to enforce the provisions of this article be held liable for any damages to any person who suffers an injury inflicted by a dog that has been identified as being a dangerous dog or ~~potentially dangerous~~vicious dog, or by a dog that has been reported to the proper authorities as being a dangerous dog or ~~potentially dangerous~~vicious dog, or by a dog that a local government has failed to identify as a dangerous dog or ~~potentially dangerous~~vicious dog, or by a dog that has been identified as being a dangerous dog or ~~potentially dangerous~~vicious dog but has not been kept or restrained in the manner described in this article, or by a dangerous dog or ~~potentially dangerous~~vicious dog whose owner has not maintained insurance coverage or a surety bond as required in this article.

~~(Ord. of 1-18-2018(1))~~

#### Sec. 10-103. - Investigations by animal control officer.

Upon receiving a report of a dangerous dog or ~~potentially dangerous~~vicious dog within a dog control officer's jurisdiction from law enforcement agency, an animal control agency, a rabies

control officer or the county board of health, the ~~animal-dog~~ control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

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~~(Ord. of 1-18-2018(1))~~

Sec. 10-104. - Notice of classification as dangerous dog or vicious dog.

When an animal control officer classifies a dog as a dangerous dog, or ~~reclassifies a potentially dangerous~~vicious dog, the animal control officer shall notify the dog's owner in writing by certified mail to the owner's last known address of such classification or reclassification. Such notice shall be complete upon its mailing.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-105. - Procedures for classification as dangerous dogs or ~~potentially dangerous~~vicious dogs.

- (a) ~~— Applicability for enforcement purposes. As applied to the owners of potentially dangerous dogs, the procedures provided for~~ Any irregularity in classification proceedings shall not be a defense to any prosecution under this article must be carried out as a necessary condition for the enforcement ~~so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the provisions~~ irregularity.
- (b) If the dog poses an immediate threat to public safety, the dog shall be immediately impounded and kept at the animal shelter until an appropriate hearing to determine where the dog will be kept. Any refusal by the owner to allow the impoundment of a dog deemed by the animal services division to be an immediate threat to public safety under this article against such owners. As applied to the owners ~~section shall constitute a violation of dangerous dogs, the procedures provided for in this article shall not be an essential element for the enforcement~~ section.
- (c) If impounding of this article ~~the dog is not possible and/or the dog owner has taken immediate action to ensure the dog cannot pose a public threat and has proven he can properly contain the dog, the animal services division may allow the dog to remain with respect to any crime provided for in this division.~~ the dog owner with specific directions to contain the dog, as determined in the sole discretion of the animal services officer.
- (b) ~~— d~~ — d ~~Contents of notice of classification. The notice to the owner shall meet the following requirements:~~
  - (1) ~~—~~ — ~~The notice shall be in writing and shall be mailed by certified mail to the owner's last known address;~~

- (2) — \_\_\_ The notice shall include a summary of the animal control officer's findings that form the basis for the dog's classification as a dangerous or ~~potentially dangerous~~vicious dog;
- (3) — \_\_\_ The notice shall be, and shall state that the owners, within 15 days after the date shown on the notice have a right to request a hearing on the animal control officer's determination that the dog is a dangerous dog or a ~~potentially dangerous~~vicious dog;
- (4) — \_\_\_ The notice shall state that the hearing, if requested, shall be before the county animal control board;
- (5) — \_\_\_ The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous dog or ~~potentially dangerous~~vicious dog will become effective for all purposes under this article on a date specified in the notice, which shall be on the last day on which the owner has a right to request a hearing; and
- (6) — \_\_\_ The notice shall include a form to request a hearing before the applicable agency and shall provide specific instructions on mailing or delivering such a request to the Dawson County ~~Health Board of Health~~/Animal Control Board.

~~(e)~~ e Hearing. When the county health board/animal control board receives a request for a hearing as provided ~~in subsection (e) of this section~~herein, it shall schedule such hearing within 30 days after receiving the request. The county health board/animal control board shall notify the dog owner in writing, by certified mail, of the date, time and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and in addition thereto the county health board/animal control board shall receive such other evidence and hear such other testimony as the board may find reasonably necessary to make a determination to either sustain, ~~modify~~modify, or overrule the animal control officer's classification of the dog.

~~(d)~~ f Notice of determination by county health board/animal control board. Within ten days after the date of the hearing, the county health board/animal control board shall notify the dog owner in writing, by certified mail, of its determination on the matter. If such determination is that the dog is a dangerous dog or ~~potentially dangerous~~vicious dog, the notice shall specify the date upon which that determination is effective.

~~(Ord. of 1-18-2018(1))~~

(g) Judicial review of the county health board/animal control board's final decision may be had in accordance with O.C.G.A. § 50-13-19. Written notification of such an appeal shall be given immediately to the county health board/animal control board.

Sec. 10-106. - Requirements for possessing dangerous or ~~potentially dangerous~~vicious dogs.

(a) — \_\_\_ It is unlawful for an owner to have or possess within the county a dangerous dog or ~~potentially dangerous~~vicious dog without a certificate of registration issued in accordance with the provisions of this section.

- (b) — Subject to the additional requirements of this ~~article~~sections for ~~dangerous~~vicious dogs, the animal control officer, where an owner possesses a dangerous dog or ~~potentially dangerous~~vicious dog, shall issue a certificate of registration to the owner of such dog if the owner presents to the animal control officer or he/she otherwise finds sufficient evidence of:
- (1) — ~~Proper enclosure to confine the dangerous dog or~~ potentially dangerous~~vicious~~ dog; and
  - (2) — ~~The posting of the premises where the dangerous dog or~~ potentially dangerous~~vicious~~ dog, respectively, is located with a clearly visible sign warning that there is a dangerous ~~dog or vicious~~ dog on the property and containing a symbol designed to inform children of the presence of a dangerous dog, or vicious dog. The sign shall comply with regulations of the state department of natural resources as required pursuant to O.C.G.A. § 4-8-~~2527~~.
- (c) — In addition to the requirements of subsection (b) of this Code section, the owner of a ~~dangerous~~vicious dog shall present to the animal control officer evidence of:
- (1) — ~~A policy of insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the~~ dangerous~~vicious~~ dog against liability for any personal injuries inflicted by the ~~dangerous~~vicious dog; or
  - (2) — ~~A surety bond in the amount of \$50,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the~~ dangerous~~vicious~~ dog, ~~(O.C.G.A. 4-8-25; and HB 935-2114/00)~~
  - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog.
- (d) — The owner of a dangerous dog or ~~potentially dangerous~~vicious dog shall notify the animal control officer immediately, if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the animal control officer with the name, address, and telephone number of the new owner of the dog.
- (e) — The owner of a dangerous dog or ~~potentially dangerous~~vicious dog shall notify the animal control officer if the owner is moving out of the county. The owner of a dangerous dog or ~~potentially dangerous~~vicious dog who is a new resident of the state and the county, or who moves from another jurisdiction to the county, shall register the dog as required in this section within ten days after becoming a resident.
- (f) — Issuance of a certificate of registration or renewal of a certificate of registration by the animal control officer in the county does not warrant or guarantee that the requirements specified above are maintained by the owner of a dangerous dog or ~~potentially dangerous~~vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.
- (g) — An animal control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article. Pursuant to state law, law enforcement agencies, including those of the county and the municipalities within the county, will cooperate with animal control officers in enforcing the provisions of this chapter ordinance.

(h) — The county will charge an annual fee of \$100.00 in addition to any regular dog licensing fees to register dangerous dogs and ~~potentially dangerous~~vicious dogs as required in this article. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, an animal control officer shall require evidence from the owner or make such investigation as shall be necessary to verify that the dangerous dog or ~~potentially dangerous~~vicious dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this ordinance.

~~(Ord. of 1-18-2018(1))~~

Sec. 10-107. - Restrictions on permitting ~~dangerous or potentially dangerous~~classified dogs to be outside a proper enclosure.

(a) — It ~~is~~shall be unlawful for an owner of a dangerous dog to permit the dog to be ~~outside a proper enclosure off the owner's property~~ unless ~~the:~~

~~(1) The dog is muzzled and restrained by a substantial chain or a leash not to exceed six feet in length and is under the immediate physical restraint control of a responsible person. The muzzle shall be made in a manner that will not cause injury to, capable of preventing the dog and will not interfere with its vision or respiration, but will prevent it from biting or engaging any person other human or animal, when necessary; or~~

~~(b) — It (2) The dog is contained in a closed and locked cage or crate.~~

~~(3) The dog is working or training as a hunting dog, herding dog, or predator control dog.~~

~~(b) It shall be unlawful for the an owner of a potentially dangerous vicious dog to permit the dog to be outside a proper enclosure;~~

~~(1) Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or other structure suitable to prevent the vicious dog from leaving such property unless the:~~

~~a. The dog is muzzled and restrained by a substantial chain or leash not to exceed six feet in length and is under the restraint immediate physical control of a responsible person capable of preventing the dog from engaging any other human or animal when necessary; or~~

~~b. The dog is contained in a closed and locked cage or crate; or~~

~~(2) Unattended with minors.~~

~~(c) No person shall be the owner of more than one vicious dog.~~

~~(d) No more than one certificate of registration shall be issued per domicile.~~

~~(Ord. of 1-18-2018(1))~~

Sec. 10-108. - Confiscation of dogs.

- (a) — A dangerous dog shall be immediately confiscated by an animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if:
- (1) The owner of the dog does not secure liability insurance or bond required by this article;
  - (2) The dog is not validly reregistered as required by this article;
  - (3) The dog is not maintained in a proper enclosure; or
  - (4) The dog is outside a proper enclosure in violation of this article.
- (b) — A ~~potentially dangerous~~ vicious dog shall be confiscated in the same manner as a dangerous dog, if the dog is:
- (1) Not validly registered as required by this article;
  - (2) Not maintained in a proper enclosure; or
  - (3) Outside a proper enclosure in violation of this article.
- (c) — Any dog that has been confiscated under the provisions of this article shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation and impound costs. Such costs shall be set by the board of commissioners based upon a report from the animal control officer on the actual cost of confiscation. In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.

~~(Ord. of 1-18-2018(1))~~ Sec. 10-109. – Penalties for violation.

Unless otherwise specified in this chapter, any person violating this chapter may be deemed guilty of violating a county ordinance and may be punished by a fine not to exceed \$1,000.00, by imprisonment in the county jail for a period of time not to exceed 60 days, or by both such fine and imprisonment, or up to the limits of any penalty provided by state law for the ordinance. Each act or omission in violation of this chapter shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense. In addition to any other penalties allowed by law, the court, as part of the sentence, may prohibit the offender from owning, possessing, or having on the offender's premises in the county any animal during the term of the sentence, may order for the animal to be removed from the county or humanely euthanized, and may order restitution.

Sec. 10-110. – Applicability of provisions.

Any dog classified prior to the adoption of this ordinance as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog under this article. Any dog classified prior to the adoption of this ordinance as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this article. The owner of any dog referred to in this section shall come into compliance with all current provisions of this article by July 1, 2021.

Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 10 OF THE DAWSON COUNTY CODE OF ORDINANCES REGARDING ANIMALS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, O.C.G.A. §36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

**WHEREAS**, the governing authority of Dawson County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance; and

**WHEREAS**, pursuant to O.C.G.A. § 36-80-19(c), ordinances and amendments shall be printed in substantially the same style as the code currently in effect in Dawson County and such ordinances and amendments shall be suitable in form for incorporation therein; and

**WHEREAS**, the Board of Commissioners now finds that it is in the public interest to update and amend the existing Chapter 10 of the Dawson County Code of Ordinances to adopt the amendment attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED AND RESOLVED** by the Board of Commissioners of Dawson County, Georgia, and it is hereby enacted pursuant to the authority of same as follows:

**1. Ordinance Amendments**

Chapter 10 of the Dawson County Code of Ordinances is hereby modified as provided in Exhibit A, attached hereto and by this reference incorporated herein.

**2. Severability**

It is the express intent of the Dawson County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**3. Effective Date**



This Ordinance shall become effective immediately upon passage.

SO ORDAINED this \_\_\_\_\_ day of June, 2021.

**DAWSON COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Billy Thurmond, Chairman

Attest:

[COUNTY SEAL]

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

Vote: Yes: \_\_\_\_\_  
No: \_\_\_\_\_

Dates of Public Meetings:

Exhibit A

Chapter 10 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

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

*Abandoned animal* means any domesticated animal that has been placed upon public property or within a public building or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where the animal may be found or kept.

*Adequate food* means a sufficient quantity of non-contaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid or contaminated food is not adequate food.

*Adequate shelter* means a protective covering for a dog that is of adequate size and provides adequate protection to maintain the dog in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. It should also be clean, dry, and compatible with current weather conditions, in addition to the breed of the dog. The structure should be of sufficient size to allow the dog to stand, turn around, lie down, and go in and out of the structure comfortably.

*Adequate space* means sufficient space for adequate exercise suitable to the age, size, species, and breed of animals.

*Adequate water* means clear, drinkable water with adequate supply. Examples of inadequate water include, but are not limited to, snow, ice, and rancid/contaminated water.

*Animal at large* means any animal not under restraint or voice control and off the property of its owner. If an animal has no known owner or keeper, then it shall be considered "at large" when on any public or private property.

*Animal control officer* means a person employed by the Dawson County Marshal's Office or any other employee of Dawson County duly authorized to pick up, restrain, or impound animals, and who is responsible for discharging such other duties or functions pertaining to animals as may be prescribed by this or any other ordinance, by state law, or by the lawful order of a county official authorized to supervise and direct animal control officers.

*Animal control center* means those facilities designated by the board of commissioners for the housing and care of animals pursuant to this article.

*Animal control department carries the same meaning as the Animal Control Officer.*

*Animal shelter* means the facility designated by the Board of Commissioners of the county for the detention of animals.

*Animal under restraint* means any animal secured by a leash or lead held by a competent person, temporally tethered not as a primary form of restraint, or enclosed by way of fence or other enclosure including an activated invisible fence, or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or an animal confined within a vehicle, parked, in motion, or in a crate or cage or otherwise secured in a pickup.

*Appropriate authority* means Dawson County, the Dawson County Sheriff's Office, the Dawson County Marshal's Office, the State of Georgia, any city, any county, or any state or subdivision thereof.

*Attack* means any biting or attempted biting or other action by an animal that places a person in danger of imminent bodily harm. An attack also means the actual biting of another animal or actual biting of a person.

*Board* means Dawson County Board of Health, State of Georgia.

*Cat* means any age feline of the domesticated type.

*Certificate* shall mean a certificate of vaccination on a form furnished or approved by the Georgia Department of Public Health.

*Companion animal* means a domesticated animal kept for pleasure rather than utility. Pets include but are not limited to birds, cats, dogs, hamsters, horses, mice, reptiles, domesticated wild animals, exotic animals and other animals associated with man's environment.

*Cruelty* means causing the death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.

*Dangerous dog* means any dog that, according to the records of an appropriate authority:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.
- (4) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog within the meaning of this article. A dog shall not be a dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have

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tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

*Dangerous dogs and vicious dogs ordinance* means article IV of this chapter.

*Department* means the Department of Public Health, State of Georgia.

*Dog* shall mean a dog, of either sex, vaccinated or not vaccinated against rabies.

*Domesticated animals* mean animals that are accustomed to living in or about the habitation of men, including, but not limited to: cats, cows, dogs, fowl, horses, swine, domesticated wild animals and/or exotic animals. (This definition only applies to those animals mentioned herein and is only applicable to this chapter and in no way affects the meaning or application of a definition of the described animal, as may be found in any other city ordinance.)

*Feral animal* means an animal that has escaped from a domestic or captive status and is more or less living as a wild animal or is born of a feral animal.

*Governing authority* means the governing body or official in which the legislative powers of a local government are vested.

*Guard dog* means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

*Health department* means the Dawson County Health Department or in the absence of a functioning health department, the Dawson County Health Board.

*Local government* means the City of Dawsonville and Dawson County.

*Owner* means any natural person or any legal entity owning, keeping, harboring, possessing, or having custody or control, or acting as caretaker or custodian of any domesticated animal, having a right of property in an animal, or any person who permits an animal to remain on his premises, within the City of Dawsonville or Dawson County.

*Person* shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.

*Proper enclosure* means an enclosure for keeping a dangerous dog or vicious dog, while on the owner's property, securely confined indoors or in a securely enclosed and locked pen, fence or structure suitable to prevent the entry of younger children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and if the dog is enclosed within a fence all sides of the fence shall be of sufficient height and the bottom of the fence shall be constructed or secured in such a manner as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

*Public nuisance* means any animal which:

- (1) Is found at large in violation of section 10-4. Is found at large in violation of section 10-5 and section 10-6 as set out below;
- (2) Is vicious, and for the purpose of this section, an animal shall be considered vicious if it attacks without provocation any human being or other domesticated animal or animals;

- (3) Produces, because of quantity, manner, or method in which the animals are domesticated or maintained, unsanitary conditions in the county;
- (4) Attacks passersby's or passing vehicles; or
- (5) Is harmful or hostile to the public health, welfare, or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated in and made a part of this article as if fully set out.

*Rabies control fee* shall mean that surcharge (fee) authorized by the State Health Code and levied by the county of residence at the time of rabies immunization of a pet animal in a private or public clinic. This fee is to be collected by the veterinarian and forwarded to the treasurer of the county of the animal owner's residence. The "rabies control fee" is not to be confused with any fees associated with licensing or registering pet animals, or the fee that shall be charged by the veterinarian for performing the vaccination.

*Rabies vaccination tag* shall mean a tag furnished or approved by the Georgia Department of Public Health and which tag shall be worn by the vaccinated dog at all times.

*Records of an appropriate authority* means records of any state, county or municipal law enforcement agency, records of any county or municipal animal control agency, records of any county board of health, records of any federal, state, or local court, or records of an animal control officer as provided for in this division.

*Serious injury* means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

*Vaccinate, inoculate* shall mean the injection of a specified dose of anti-rabies vaccine by a veterinarian into the proper site of an animal, such vaccine having the U.S. Department of Agriculture Veterinary Biologics Control Section license number approval stamped on the label of the container and having been approved by the Georgia Department of Public Health.

*Vaccine* means an injectable material containing killed or attenuated rabies virus, licensed by the United States Department of Agriculture, Veterinary Biologics Section, and approved by the Georgia Department of Public Health. Vaccine used for the purpose of this rule shall be stored at the temperature prescribed on the purchase label. Outdated vaccine shall not be used.

*Veterinarian* shall mean any person who holds a degree of Doctor of Veterinary Medicine (DVM).

*Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

*Vicious animal* means:

- (1) Any animal that attacks, bites, or injures humans or other animals without provocation;
- (2) Which, because of temperament, conditioning, or training, has a known propensity to attack, bite or injure other living creatures without provocation.

- (3) An animal which has on one or more occasions caused injury to other living creatures without provocation; or
- (4) Any animal which constitutes a physical threat to human beings or domesticated animals by one or more attacks without provocation of severity to cause physical injury. The definition of "vicious animal" contained in this subsection shall be supplementary to the definitions contained in article IV.

Sec. 10-2. - Interpretation of chapter; conflicting provisions.

- (a) Where there is a conflict between this chapter and another county or municipal ordinance, this chapter shall apply.
- (b) Where there is a conflict among chapters or sections within this chapter, the chapter or section which is more restrictive and stricter shall apply.
- (c) Definitions in one article of this chapter may be used to define terms in other parts of this chapter unless it is clear from the context that the definition does not apply.
- (d) This chapter shall apply to the participating municipalities, notwithstanding the use of the word "county" instead of "city."

#### ARTICLE IA. - DOMESTIC ANIMAL CONTROL

Sec. 10-3. - Running at large prohibited.

- (a) It shall be unlawful for the owner of any animal, or anyone having an animal [any domestic fowl or livestock] in his possession and custody, to allow it to run at large unattended on or about the streets and highways of the unincorporated and incorporated limits of the county, or on the property of another person or of the person in possession of such property, except for dogs being used in hunting in accordance with state game and fish department laws, rules, and regulations.
- (b) Any such animal at large may be impounded by the animal control officer or an authorized representative thereof.

Sec. 10-4. - Duty to keep animal under restraint—While on property; no tethering of dogs as primary means of restraint.

- (a) It shall be the duty of every owner of any animal to ensure that it is confined with a primary means of restraint by way of a fence or other enclosure including an activated invisible fence or in some other physical manner, under the control of a competent person so that it cannot wander off the real property limits of the owner, it being the intent of this article that all animals be prevented from leaving, while unattended, the real property limits of their owners.
- (b) The above requirement notwithstanding, it shall be unlawful for the owner of any dog to utilize a tether, chain, cable, rope, or cord as the primary method of restraining a dog, it being the intent of this section that tethering a dog shall be used only as a temporary restraint mechanism. The prohibition in this subparagraph shall have no application if the dog is in a

park or recreational area where the rules of said park or recreational area require the tethering or physical restraint of dogs.

- (c) In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way as in conformance with these regulations that they not only cannot get out to run loose, but also cannot be reached by other dogs or cats.

Sec. 10-5. - Duty to keep animal under restraint—While off property.

- (a) It shall be the duty of the owner of any animal or anyone having an animal in his possession to keep the animal under control at all times while the animal is off the real property limits of the owner, possessor, or custodian. For the purposes of this section, an animal is deemed under control when it is confined within a vehicle, whether parked or in motion; is secured by a leash or other device held by a competent person; or is properly confined within an enclosure with permission of the owner of the property where the enclosure is located. An animal may be under voice control only if the owner is present and if the animal is responsive to the owner.
- (b) No person shall tie, stake, or fasten any animal within any right-of-way, street, alley, sidewalk, or other public place or in such manner that the animal has access to any portion of any right-of-way, street, alley, sidewalk, or other public place.
- (c) Every female dog in heat shall be confined in a building or other enclosure in such manner that such female dog cannot come into contact with another animal except for planned breeding.
- (d) Every animal shall be restrained and controlled so as to prevent it from harassing passersby, chasing vehicles, or attacking persons or other animals.

Sec. 10-6. - Abandonment of animals.

- (a) It shall be unlawful for a person to abandon any domestic animal owned by him. No person shall put out or abandon any dog, cat, or other domestic animal on public or private property. It shall be unlawful for anyone to knowingly abandon any domesticated animal within the county. Each person who does abandon, knowingly or willingly permits such abandonment, or aids in the abandonment of any domesticated animal shall be in violation of the law and shall be punished as provided in this article.
- (b) Each offense shall be punished with a fine of the maximum amount allowable by law.
- (c) If the owner, possessor or custodian of an animal is not known, and the animal is upon the public streets, alleys, sidewalks, school grounds or other public places or premises, or property of another, without the property owner's permission, as prohibited by this section, any law enforcement officer or agent or employee duly authorized by the county shall be authorized to immediately take possession of such animal and impound it in accordance with the rules and regulations provided by law or by ordinance of the county for the detention, control and disposition of animals.
- (d) The impoundment of an animal shall be accomplished without a breach of the peace. Once impounded, an animal shall be kept for a period of time as outlined in this article, and,

thereafter, if the animal is not claimed by anyone after a reasonable effort has been made to locate the owner, possessor or custodian of the animal as provided in this article, the animal may be disposed of in a humane fashion or in accordance with the rules and regulations of the state.

Sec. 10-7. - Cruelty to animals; fighting animals.

No person shall, by act, omission, or neglect, cause unjustifiable physical pain, suffering or death to any animal. This section shall not apply to the killing of animals raised for the purpose of providing food, nor does it apply to any person who shall hunt wild animals in compliance with the game and fish laws of the State of Georgia. Furthermore, this section shall not apply to the killing or injuring of animals for humane purposes or in the furtherance of medical or scientific research or in the necessary defense of one's person or personal property.

- (a) Whoever willfully or maliciously kills, abuses, maims, or disfigures any animal or willfully or maliciously administers poison to an animal or exposes any poisonous substance with intent that the substance shall be taken and swallowed by an animal shall be in violation of this article.
- (b) Whoever overloads, overdrives, tortures, torments, or deprives an animal of its necessary sustenance or shelter or beats, mutilates or kills any animal or causes such acts to be done, or carries in or upon a vehicle or otherwise any animal in a cruel or inhumane manner, shall be deemed in violation of this article.
- (c) No person shall:
  - (1) Own, possess, keep, or train any animal with the intent that such animal shall be engaged in an exhibition of fighting.
  - (2) Build, make, maintain, or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, maintained, or kept on such premises, for the purpose of an exhibition of animal fighting.
  - (3) In any manner encourage, instigate, promote, or assist in an exhibition of animal fighting.
  - (4) Charge admission to be an assistant, umpire, or participant at or be present as a spectator to any exhibition of animal fighting.
- (e) Any animal control officer shall impound any animal found to be treated in a cruel manner.

Sec. 10-8. – Neglect of animals.

- (a) It shall be unlawful to endanger an animal's health by failing to provide or arrange to provide the animal with adequate food or adequate water if the animal is dependent upon a person for the provision of food or water, or by restraining an animal in inhumane conditions or in a manner that endangers the animal's life or health.
- (b) It shall be unlawful for any owner or possessor of any animal to fail to provide adequate water, adequate food, adequate space, adequate shelter, sanitary conditions, or necessary veterinary care in the case of an injury or illness that endangers the life or health of an animal.



Sec. 10-9. - Animals creating nuisance.

- (a) The owner of any animal which habitually barks, whines, howls, or causes other objectionable noise, or which is at large or chases or runs after persons or vehicles, or which destroys or damages any property of another person, or which causes serious annoyance to a neighboring resident and interferes with reasonable use and enjoyment of his property, or which is otherwise offensive so as to create a nuisance, shall be deemed to be committing an act in violation of this section.
- (b) Any person that knowingly keeps, owns harbors, has custody or control of, or acts as custodian of an animal constituting a nuisance shall be guilty of an unlawful act and shall be punished as provided in this chapter.

Sec. 10-10. - Enforcement.

- (a) *Responsibility.* The primary responsibility for the enforcement of this article shall be vested in the animal control officer. He may, in the exercise of his authority as the animal control officer for the county, delegate the enforcement responsibilities of this section to such county employees under his direct supervision as he may select. By joint agreement of the participating municipalities with the county board of commissioners, enforcement of this chapter shall be by the county board of commissioners.

Sec. 10-11. - Commercial guard/security dogs.

- (a) It shall be the duty of all persons who keep, use, or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign (eye level). If the premises are not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "Warning, Guard Dog on Duty." In addition, for dogs rented or leased, the sign shall set forth the name, address, and phone number of the responsible person to be notified during any hour of the day or night.
- (b) It shall be the duty of all persons who keep, use, or maintain a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by state and county laws and ordinances. The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by state and county laws and ordinances.
- (c) It shall be the duty of any person who sells, leases, and/or rents any guard/security dog to be used within the county to notify the County Animal Control of the location and number of guard/security dogs in use, kept, or maintained at a particular location. The animal control office shall maintain a record of the location, number of guard/security dogs, and current rabies vaccination and licensure of all guard/security dogs utilized within the county. The person who sells, leases, and/or rents a guard/security dog to be used in the county shall furnish the following information to the county animal control office:

- (1) Name, address, and telephone number of the location where a guard dog is located.
- (2) Name, breed, sex, current license tag information of each guard dog at any location in the county or the city.
- (d) It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner. It shall be unlawful to transport any guard dog in the county or the city except under the following conditions:
  - (1) Each dog shall be placed in separate holding bins.
  - (2) Each holding bin shall be enclosed and measure 48 inches long by 18 inches wide by 30 inches high.
  - (3) Each holding bin will be adequately ventilated.
- (e) No guard/security dog shall be chained, tethered, or otherwise tied to any inanimate object such as a tree, post, or building, outside of its own enclosure.
- (f) A guard/security dog shall be confined by the owner/custodian/harbinger within a building or secure enclosure out of which it cannot climb, dig, jump, or otherwise escape of its own volition.

Sec. 10-12. - Vicious animals—Precautions to be taken by owners.

- (a) Vicious animal.
  - (1) The words "vicious animal" shall mean any animal which attacks, bites or injures humans, other animal without provocation; or which, because of temperament, conditioning, or training, has a known propensity to attack, bite or injure other living creatures without provocation; or any animal which constitutes a physical threat to human beings or domesticated animals by one or more attacks without provocation of such severity to cause physical injury.
  - (2) Exception: An animal is not considered vicious if it attacks, bites or menaces:
    - a. Anyone attacking the owner;
    - b. Unlawful trespassers on the property of the owner;
    - c. Any person or animal that has tormented or abused it;
    - d. If it is defending its young or other animal.
- (b) No person owning or having custody or control of any dog or other animal known to be vicious shall permit it to run at large or permit it to run loose on or within the premises of such person in such a manner as to endanger the life or limb of any person lawfully entering such premises.
- (c) For owners of vicious animals who maintain their animal out-of-doors, a portion of their property shall be fenced with a perimeter or area fence. Within this perimeter fence the vicious animal must be humanely confined inside a house, building, pen, or kennel of adequate size. The pen or kennel shall not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides, with a secure top attached to all sides, and the sides must be securely set into the ground or onto a concrete pad or securely attached to a wire

bottom, out of which it cannot climb, dig, jump, or otherwise escape on its own volition. The gate must be securely locked.

- (d) A warning sign (e.g., BEWARE OF VICIOUS ANIMAL) shall be conspicuously posted denoting a vicious animal is on the premises and if said vicious animal is kept in a secure enclosure such signs will be posted on all four sides of said enclosure. It is the intention of this article to make all persons who have legitimate business at the place where a vicious animal is kept to be fully warned that such vicious animal is present.
- (e) No vicious animal shall be chained, tethered, or otherwise tied to any inanimate object such as a tree, post, or building, outside of its own enclosure.
- (f) Whenever outside of its enclosure, but on the owner's property, a vicious animal must be attended by the owner and restrained by a secure collar and leash of not more than six feet in length and of sufficient strength to prevent escape.
- (g) It shall be unlawful for any person to cause, permit, accompany or be responsible for any vicious animal on the streets or in any other public place, at any time, unless, in addition to the other requirements of this article, such animal is humanely and securely muzzled and in charge of a competent person to effectively prevent it from biting any person or other animal.
- (h) The owner of any vicious animal which is not confined in a building or secure enclosure, or any person who shall release, either willfully or through a failure to exercise due care or control, or take such animal out of such building or secure enclosure in a manner which is likely to cause injury to another person or damage to the property of another person, shall be in violation of this article, and such animal shall be permanently confined or humanely destroyed.
- (i) The provisions of this section shall apply to all animals, with the exception of dogs. Article IV, pertaining to dangerous and vicious dogs, shall govern the classification of dogs as dangerous dogs or vicious dogs as defined in that article

Sec. 10-13. - Penalties for violation.

(a) Unless otherwise specified in this chapter, any person violating this chapter may be deemed guilty of violating a county ordinance and may be punished by a fine not to exceed \$1,000.00, by imprisonment in the county jail for a period of time not to exceed 60 days, or by both such fine and imprisonment, or up to the limits of any penalty provided by state law for the ordinance. Each act or omission in violation of this chapter shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense. In addition to any other penalties allowed by law, the court, as part of the sentence, may prohibit the offender from owning, possessing, or having on the offender's premises in the county any animal during the term of the sentence, may order for the animal to be removed from the county or humanely euthanized, and may order restitution.

(b) Unless otherwise provided, the county shall have jurisdiction of all cases arising from violation of this article.

Secs. 10-14—10-37. - Reserved.

## ARTICLE II. - ANIMAL CONTROL; IMPOUNDMENT

### Sec. 10-38. - Powers and duties of animal control officer.

The animal control officer shall be primarily responsible, with support from the county health department, for the enforcement of this article, and his duties shall include but not be limited to the following:

- (1) Cooperation with the county board of health in the enforcement of rabies control regulations and of animal control directives.
- (2) Cooperation with the county Humane Society, through the board of commissioners, in the promotion of animal control and welfare.
- (3) Taking up and impounding animals that are in violation of this article, using any and all means available which are humane in nature.
- (4) Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal a general description by sex, breed, and approximate age, together with any identification tag, vaccination tag or other marking and the date of receipt.

### Sec. 10-39. - Interference with animal control officer.

It shall be unlawful to take or attempt to take any animal from any vehicle used to transport such animal, or to take or attempt to take any animal from the animal control impounding areas. It shall also be unlawful for any person to remove or attempt to remove any animal from any trap set by the animal control division or to disturb, molest or damage any trap set by the animal control officer.

### Sec. 10-40. - Notice to owners of impounded animals; redemption by owner.

- (a) Any animal seized or impounded under any provision of this article shall be detained in the animal control shelter or any other such facility that the county may so designate.
- (b) Upon receipt of any impounded animal wearing a tag, the animal control officer or designated animal shelter shall immediately make diligent efforts to ascertain the identity of the animal's owner and shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If the animal control officer is unsuccessful in reaching the owner by telephone, he shall send notice of the impoundment to the owner by certified mail or by personal service.
- (c) The owner of the impounded animal may after receiving such notice, regain possession of the animal upon payment of all applicable fees specified in this section. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this article, and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this article.

### Sec. 10-41. - Commencement of period of impoundment.

All periods of impoundment specified in this article shall be deemed to commence at 12:01 a.m. of the day following the date of confinement.

Sec. 10-42. - Fees and requirements for violations and impounds.

- (a) The fees with respect to services performed, in connection with the enforcement of this article shall be set by the board of commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of the animal control officer. Such fees may be changed at any time and from time to time as determined by the board of commissioners.
- (b) The fees established and collected under this article are not penalties, but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this article. Such fees are subject to change at any time. Such fees shall include but not be limited to the following:
  - (1) An impounding fee.
  - (2) A boarding fee on a per-day basis.
  - (3) A rabies inoculation fee if needed.
- (c) In no event shall any animal be redeemed by its lawful possessor, owner, or custodian unless those fees established for boarding the animal, as provided for in section 10-40 are paid.

Sec. 10-43. - Consequences of impounded and not claimed.

If for any reason an animal is impounded and not claimed by the owner after proper notification is made the animal shall be considered abandoned and the following subsections shall apply:

- (a) If the animal is not claimed by the owner within three days of the receipt of the certified letter giving notice of impoundment or if the letter is returned by the post office or if within ten days of impoundment the owner cannot be located, the animal shall be deemed abandoned and the animal control shelter may at their discretion adopt said animal or dispose of said animal in accordance with state law.
- (b) The owner shall have conclusively presumed to give his consent to the adoption of the impounded animal or to give his consent to the disposal of the animal in a humane fashion in accordance with O.C.G.A. § 4-11-5.1. All rights of ownership in said animal will immediately cease and the owner shall have no further claims to such animal.
- (c) In the event an animal is impounded, and through its appearance seems to have been abandoned or is stray, said animal will be kept for a period of three days before it will be considered for adoption or destroyed. The appearance of being abandoned or stray would include, but not be limited to the following: no collar, tag, brand, or other identifiable marks, an appearance of being malnourished, excessively dirty or mange like fur coat, or any other condition that would lead the animal control officer to conclude that said animal is a stray.

Sec. 10-44. - Authority to destroy injured or diseased animals.

Any dog, cat or other domestic animal injured upon the public right-of-way is subject to destruction by a competent licensed veterinary authority or an animal control officer certified to administer euthanasia on lower class animals, in that person's discretion, depending upon the extent of injury to or disease of such animal, or, in the alternative, if such animal is not claimed by the owner thereof within a reasonable time, in the interest of humane treatment.

Sec. 10-45. - Fees.

Where not otherwise specified, fees and costs referred to in this chapter shall be established from time to time by the board of commissioners and posted publicly at the county animal shelter. Any such moneys received in connection with the enforcement of this chapter shall be paid to Dawson County.

Sec. 10-46. - County board of health; enforcement of division; animal control officer.

- (a) *Enforcement generally.* Enforcement of this division shall be by the county board of commissioners. All fines, fees, penalties, or other funds received in connection with the enforcement of this division shall be paid to Dawson County.
- (b) *Hearings.* Hearings concerning dangerous or vicious dogs shall be carried out by the county board of health as set forth by O.C.G.A. § 31-5-2.
- (c) *Animal control officer.* A person employed by the Dawson County Marshal's Office or any other employee of Dawson County duly authorized to pick up, restrain, or impound animals, and who is responsible for discharging such other duties or functions pertaining to animals as may be prescribed by this or any other ordinance, by state law, or by the lawful order of a county official authorized to supervise and direct animal control officers.
- (d) *Powers and duties of the county board of health.* The county board of health is designated to conduct hearings and determine matters as required in this article.
- (e) *Appeals from decisions of the county board of health.* Appeals from decisions of the county board of health shall be on the record and to the superior court for the county. It is the responsibility of the county board of health to certify the public record to the superior court.

Secs. 10-47—10-59. - Reserved.

ARTICLE III. - RABIES CONTROL

Sec. 10-60. - Definitions.

Definitions as used in article III are as follows:

*Board* means Dawson County Board of Health, State of Georgia.

*Certificate* shall mean a certificate of vaccination on a form furnished or approved by the Georgia Department of Public Health.

*Department* means the Department of Public Health, State of Georgia.

*Director* means the chief executive of the county board as defined in O.C.G.A. § 31-3-11 or in his absence, subject to approval of the board, a member of said board appointed by the chairman for the purposes enumerated herein.

*Dog* shall mean a dog, of either sex, vaccinated or not vaccinated against rabies.

*Health department* means the Dawson County Health Department or in the absence of a functioning health department, the Dawson County Board of Health.

*Owner* shall mean any person having a right of property in a dog, or any person who permits a dog to remain on his premises.

*Person* shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.

*Rabies control fee* shall mean that surcharge (fee) authorized by the State Health Code and levied by the county of residence at the time of rabies immunization of a pet animal in a private or public clinic. This fee is to be collected by the veterinarian and forwarded to the treasurer of the county of the animal owner's residence. The "rabies control fee" is not to be confused with any fees associated with licensing or registering pet animals, or the fee that shall be charged by the veterinarian for performing the vaccination.

*Rabies vaccination tag* shall mean a tag furnished or approved by the Georgia Department of Public Health and which tag shall be worn by the vaccinated dog.

*Vaccinate, inoculate* shall mean the injection of a specified dose of anti-rabies vaccine by a veterinarian into the proper site of an animal, such vaccine having the U.S. Department of Agriculture Veterinary Biologics Control Section license number approval stamped on the label of the container and having been approved by the Georgia Department of Public Health.

*Vaccine* means an injectable material containing killed or attenuated rabies virus, licensed by the United States Department of Agriculture, Veterinary Biologics Section, and approved by the Georgia Department of Public Health. Vaccine used for the purpose of this rule shall be stored at the temperature prescribed on the purchase label. Outdated vaccine shall not be used.

*Veterinarian* shall mean any person who holds a degree of Doctor of Veterinary Medicine (DVM).

Sec. 10-61. - Legal authority.

Pursuant to the authority vested in the Dawson County Board of Health under O.C.G.A. § 31-3-2 et seq., the Dawson County Board of Health and the Board of Commissioners of Dawson County adopt the following rules and regulations for the control of rabies within the County of Dawson, and the Board of Commissioners of Dawson County hereby enacts the following rules and regulations as an ordinance of Dawson County.

Sec. 10-62. - Purpose.

To prescribe rules for the prevention and control of rabies within Dawson County by providing for the vaccination, tagging, certification of dogs, the confinement of dogs and other animals, to designate Dawson County's rabies control officer, collection of rabies control fees, and for other purposes.

Sec. 10-63. - Rabies control officer.

- (a) The rabies control officer shall be the animal control officer or the Dawson County Health Department.
- (b) Duties of the rabies control officer will include:
  - (1) Investigate and maintain a record of animal bites in Dawson County.
  - (2) Provide for proper confinement of an animal involved in a bite; or if the animal is dead or killed, preparation and submission of the head for laboratory examination.
  - (3) Enforce proper disposition of animals exposed to known rabid animals.
  - (4) Provide stray animal pickup service.
  - (5) Assist in rabies immunization clinics.
  - (6) The duties as stated in the rabies control regulations.

Sec. 10-64. - State rabies vaccination tag; Dawson County license tag required for dogs.

- (a) Every dog or cat three months of age or older shall be vaccinated against rabies. Dogs and cats will be revaccinated one year later. When dogs or cats one year of age or older are vaccinated with vaccines accepted by the state, county, or department for providing a three-year duration of immunity, boosters will be required every three years.
- (b) At the time a dog or cat is vaccinated for rabies a Dawson County license form will be filled out by the veterinarian. This form will contain the name of the owner, address, breed, sex and color of each animal and any other descriptive data. The rabies tag will also serve as the Dawson County license tag. The veterinarian will issue each cat or dog owner a copy of the Dawson County License for their dog or cat.
- (c) The license will be initially issued when the animal is vaccinated against rabies and renewed when the animal is revaccinated for rabies or receives a booster shot annually thereof.
- (d) Each license under this code section shall not be transferable from one animal to another or from one owner to another. It shall be unlawful for any person to attach a license/vaccination tag to an animal fur which it was not issued.
- (e) In the event that the owner of an animal receives veterinarian care from an office outside of Dawson County, the owner may supply the required information directly to the animal control officer at the Dawson County Sheriff's Office and obtain their Dawson County License, during normal business hours. In the event that an owner does obtain the license at the sheriff's office, proof that the animal has been vaccinated against rabies must be shown prior to the license being issued.
- (f) The cost of the license if purchased at a veterinarian's office shall be \$1.00 above the cost of the rabies vaccination. If the license is obtained at the Dawson County Marshal's Office, it will be issued at no charge. Each veterinarian's office shall receive \$1.00 from each license sold to defray cost to the veterinarian for providing such service to the county. The cost of the license shall be waived for persons who have seeing-eye dogs or hearing-ear dogs or any other animal used to assist a handicapped person. Any animal used by a law enforcement agency is



also exempt from the cost of the license as is any other animal utilized by a governmental agency.

Sec. 10-65 - Dogs to wear collar, Dawson County identification tag and state vaccination tag; exceptions.

- (a) The wearing of a vaccination/license tag is not required for show dogs where the wearing of such tag could damage the coat, and except dogs when boarded in kennels or veterinary clinics, or in an area zoned for agricultural purposes where the owner or custodian of the dog in question is using the dog for hunting purposes, and has on his/her person a valid hunting license. In the latter case, the owner, custodian or harbinger shall have the tag or vaccination certificate in his/her possession where it may be shown upon demand by any duly constituted authority.
- (b) Any dog being shipped or transported through the county or city, or any dog entering the county or city for the purpose of a temporary stay, when such stay does not exceed 15 days, shall be exempt from the licensing provisions of this article; however, such dogs are subject to the restraint provisions of this article.

Sec. 10-66. - Clinics.

- (a) If deemed necessary by the board, the rabies control officer along with the animal control officer may operate or cause to be operated within Dawson County, a county-sponsored clinic for the vaccination of dogs against rabies.
- (b) Vaccinations will be performed by a veterinarian or under his direct supervision. Payment of services shall be derived from vaccination fees.
- (c) The vaccination fee for such clinics, including the administering and cost of the vaccine, the issuance of certificates and tags, and other necessary expense shall be predetermined by the county board of health at least 15 days in advance of the first clinic appearing on the schedule. Such notice shall include the schedule of each clinic including the day, the hour, the place, and the vaccination fee.

Sec. 10-67. - Reporting.

- (a) The owner or custodian of any animal having signs suggestive of rabies shall confine the animal and immediately notify the animal control officer or the Dawson County Health Department reporting any information regarding any persons bitten or attacked by said animal.
- (b) The animal control officer shall report all known cases of rabies in Dawson County to the department.
- (c) The animal control officer shall report accumulated data relating to rabies in Dawson County to the department when, in his opinion, rabies is prevalent or likely to become prevalent to the extent that quarantine procedures are indicated.

Sec. 10-68. - Report of animal bites or attacks; confinement of biting animals.

- (a) Any person having information that an animal has attacked or bitten a person shall immediately report such to the Dawson County Sheriff's Office or the County Board of Health. Failure to do so constitutes a violation of this article.
- (b) If an animal has bitten a person, such animal shall be immediately confined at a facility so designated by the animal control officer or the county health department. The confinement will commence on the date of the bite and said animal will be segregated in isolation, if available, for a period of ten days. The animal control officer may allow a vaccinated female which is nursing offspring to remain confined on the premises of the owner provided that the animal control officer is permitted daily inspections of the animal during the ten-day period.

Sec. 10-69. - Confinement of dogs or other animals.

- (a) The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs or other animals.
- (b) The owner of any dog or other animal as defined in this article shall confine or cause to be confined such dog or animal as herein prescribed:
  - (1) A dog or other animal, whether vaccinated or not, which has bitten a person (or other animal) shall be confined for a period of ten days following the date of the bite.
  - (2) A dog or other animal, whether vaccinated or not, having signs suggestive of rabies shall be confined in isolation until its death or until its freedom from suspicion of having rabies is established and its release is authorized by the director.
  - (3) A dog or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved kennel for six months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
  - (4) Any dog or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination and which is bitten by a known or suspected rabid animal, may be revaccinated, confined in an approved manner for 45 days, and then released if no signs of rabies are evident.
  - (5) Every dog, whether vaccinated or not, shall be kept in a quarantined area confined at the owner's or custodian's premises during the entire quarantine period, unless other provisions suitable to the board are made.
  - (6) Any dog less than three months old may be confined to the owner's premises or kept on a leash; provided, such permission is granted by the rabies control office.

Sec. 10-70. - Confinement area facility.

The area or facility to which any dog or animal is confined in compliance with the provisions of this article shall be subject to the approval of the animal control officer or county board of health. The confinement area or facility may include either a pound, a kennel, an animal hospital, or other place, which provides:

- (1) Construction and management which will keep the animal dry and clean and prevent its escape.
- (2) A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.
- (3) Assurance that the animal will have sate and adequate water and food.
- (4) Adequate space for the animal's exercise.
- (5) Protection against excessive heat and cold.
- (6) Space, cages, pens, and other necessary equipment to isolate the animal for its protection against

Secs. 10-71—10-99. - Reserved.

#### ARTICLE IV. - DANGEROUS DOGS AND VICIOUS DOGS

Sec. 10-100. - Definitions.

*Appropriate authority* means Dawson County, the animal control department of Dawson County, the State of Georgia, any city, any county, or any state or subdivision thereof.

*Dangerous dog* means any dog that,

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog;
- (4) A dog that inflicts an injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous dog within the meaning of this article. A dog shall not be a dangerous dog within the meaning of this article if the injury inflicted by the dog was sustained by a person who, at the time, was committing willful trespass or other tort or was tormenting, abusing, or assaulting the dog, or had in the past been observed or reported to have tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

*Owner* means any person owning, possessing, harboring, keeping, or having custody or control of dangerous dog or vicious dog within the county or a municipality within the county.

*Proper enclosure* means an enclosure for keeping a dangerous dog or vicious dog while on the owner's property securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any such pen or structure shall have secure sides and a secure top, and if the dog is enclosed within a fence, all sides of the fence shall be of sufficient height, and the bottom of the fence shall be constructed or secured in such a manner, as to prevent the dog's escape either from over or from under the fence. Any such enclosure shall also provide protection from the elements for the dog.

*Serious injury* means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

*Vicious dog* means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Sec. 10-101. - Violations and penalties.

- (a) The owner of a vicious dog who violates the applicable provisions of this article or whose vicious dog is subject to confiscation under this article shall be guilty of a misdemeanor of high and aggravated nature. In addition to any confinement and fine that might be imposed for a conviction under this article, for the second conviction, a fine of not less than \$750.00 shall be imposed and for a third and subsequent conviction, a fine of not less than \$1,000.00 shall be imposed.
- (b) The owner of a dangerous dog who violates the applicable provisions of this article, or whose dangerous dog is subject to confiscation under this article shall be guilty of a misdemeanor. In addition to any confinement and fine that might be imposed for a conviction under this article, for a second conviction, a fine of not less than \$500.00 shall be imposed, and for a third or subsequent conviction, a fine of not less than \$750.00 shall be imposed.
- (c) In addition to the penalties for violation of this article, the dangerous or vicious dog involved shall be immediately confiscated by the animal control officer or by a law enforcement officer or another person authorized by the animal control officer and placed in quarantine for the proper length of time as determined by the county board of health and, thereafter, the dangerous or vicious dog shall be destroyed in an expeditious and humane manner.
- (d) No owner of a dangerous dog shall be held criminally liable under this article for injuries inflicted by said owner's dog to any human being while on the owner's property so long as all the requirements of the chapter are met.
- (e) Persons violating this division are subject to prosecution under O.C.G.A. § 4-8-32.

Sec. 10-102. - Liability of county; liability of owner.

The owner of a dangerous dog or vicious dog shall be solely liable for any injury to, or death of a person caused by such dog. Pursuant to state law, under no circumstances shall the county, a municipality within the county or an employee or official of a local government which enforces or

fails to enforce the provisions of this article be held liable for any damages to any person who suffers an injury inflicted by a dog that has been identified as being a dangerous dog or vicious dog, or by a dog that has been reported to the proper authorities as being a dangerous dog or vicious dog, or by a dog that a local government has failed to identify as a dangerous dog or vicious dog, or by a dog that has been identified as being a dangerous dog or vicious dog but has not been kept or restrained in the manner described in this article, or by a dangerous dog or vicious dog whose owner has not maintained insurance coverage or a surety bond as required in this article.

Sec. 10-103. - Investigations by animal control officer.

Upon receiving a report of a dangerous dog or vicious dog within a dog control officer's jurisdiction from law enforcement agency, an animal control agency, a rabies control officer or the county board of health, the animal control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this article.

Sec. 10-104. - Notice of classification as dangerous dog or vicious dog.

When an animal control officer classifies a dog as a dangerous dog, or vicious dog, the animal control officer shall notify the dog's owner in writing by certified mail to the owner's last known address of such classification or reclassification. Such notice shall be complete upon its mailing.

Sec. 10-105. - Procedures for classification as dangerous dogs or vicious dogs.

- (a) *Applicability for enforcement purposes.* Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.
- (b) If the dog poses an immediate threat to public safety, the dog shall be immediately impounded and kept at the animal shelter until an appropriate hearing to determine where the dog will be kept. Any refusal by the owner to allow the impoundment of a dog deemed by the animal services division to be an immediate threat to public safety under this section shall constitute a violation of this section.
- (c) If impounding of the dog is not possible and/or the dog owner has taken immediate action to ensure the dog cannot pose a public threat and has proven he can properly contain the dog, the animal services division may allow the dog to remain with the dog owner with specific directions to contain the dog, as determined in the sole discretion of the animal services officer.
- (d) *Contents of notice of classification.* The notice to the owner shall meet the following requirements:
  - (1) The notice shall be in writing and shall be mailed by certified mail to the owner's last known address;
  - (2) The notice shall include a summary of the animal control officer's findings that form the basis for the dog's classification as a dangerous or vicious dog;

- (3) The notice shall be, and shall state that the owners, within 15 days after the date shown on the notice have a right to request a hearing on the animal control officer's determination that the dog is a dangerous dog or a vicious dog;
  - (4) The notice shall state that the hearing, if requested, shall be before the county animal control board;
  - (5) The notice shall state that if a hearing is not requested, the animal control officer's determination that the dog is a dangerous dog or vicious dog will become effective for all purposes under this article on a date specified in the notice, which shall be on the last day on which the owner has a right to request a hearing; and
  - (6) The notice shall include a form to request a hearing before the applicable agency and shall provide specific instructions on mailing or delivering such a request to the Dawson County Health Board/Animal Control Board.
- (e) *Hearing.* When the county health board/animal control board receives a request for a hearing as provided herein, it shall schedule such hearing within 30 days after receiving the request. The county health board/animal control board shall notify the dog owner in writing, by certified mail, of the date, time and place of the hearing, and such notice shall be mailed to the dog owner at least ten days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence, and in addition thereto the county health board/animal control board shall receive such other evidence and hear such other testimony as the board may find reasonably necessary to make a determination to either sustain, modify, or overrule the animal control officer's classification of the dog.
- (f) Notice of determination by county health board/animal control board. Within ten days after the date of the hearing, the county health board/animal control board shall notify the dog owner in writing, by certified mail, of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective.
- (g) Judicial review of the county health board/animal control board's final decision may be had in accordance with O.C.G.A. § 50-13-19. Written notification of such an appeal shall be given immediately to the county health board/animal control board.

Sec. 10-106. - Requirements for possessing dangerous or vicious dogs.

- (a) It is unlawful for an owner to have or possess within the county a dangerous dog or vicious dog without a certificate of registration issued in accordance with the provisions of this section.
- (b) Subject to the additional requirements of this sections for vicious dogs, the animal control officer, where an owner possesses a dangerous dog or vicious dog, shall issue a certificate of registration to the owner of such dog if the owner presents to the animal control officer or he/she otherwise finds sufficient evidence of:
  - (1) Proper enclosure to confine the dangerous dog or vicious dog; and
  - (2) The posting of the premises where the dangerous dog or vicious dog, respectively, is located with a clearly visible sign warning that there is a dangerous dog or vicious dog

on the property and containing a symbol designed to inform children of the presence of a dangerous dog or vicious dog. The sign shall comply with regulations of the state department of natural resources as required pursuant to O.C.G.A. § 4-8-27.

- (c) In addition to the requirements of subsection (b) of this Code section, the owner of a vicious dog shall present to the animal control officer evidence of:
  - (1) A policy of insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any personal injuries inflicted by the vicious dog; or
  - (2) A surety bond in the amount of \$50,000.00 or more issued by a surety company authorized to transact business in this state payable to any person or persons injured by the vicious dog; and
  - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog.
- (d) The owner of a dangerous dog or vicious dog shall notify the animal control officer immediately, if the dog is on the loose, is unconfined, has attacked a human, has died, or has been sold or donated. If the dog has been sold or donated, the owner shall also provide the animal control officer with the name, address, and telephone number of the new owner of the dog.
- (e) The owner of a dangerous dog or vicious dog shall notify the animal control officer if the owner is moving out of the county. The owner of a dangerous dog or vicious dog who is a new resident of the state and the county, or who moves from another jurisdiction to the county, shall register the dog as required in this section within ten days after becoming a resident.
- (f) Issuance of a certificate of registration or renewal of a certificate of registration by the animal control officer in the county does not warrant or guarantee that the requirements specified above are maintained by the owner of a dangerous dog or vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.
- (g) An animal control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article. Pursuant to state law, law enforcement agencies, including those of the county and the municipalities within the county, will cooperate with animal control officers in enforcing the provisions of this chapter ordinance.
- (h) The county will charge an annual fee of \$100.00 in addition to any regular dog licensing fees to register dangerous dogs and vicious dogs as required in this article. Certificates of registration shall be renewed on an annual basis. At the time of the annual renewal of a certificate of registration, an animal control officer shall require evidence from the owner or make such investigation as shall be necessary to verify that the dangerous dog or vicious dog is continuing to be confined in a proper enclosure and that the owner is continuing to comply with other provisions of this ordinance.

Sec. 10-107. - Restrictions on permitting classified dogs to be outside a proper enclosure.

- (a) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:

- (1) The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
  - (2) The dog is contained in a closed and locked cage or crate.
  - (3) The dog is working or training as a hunting dog, herding dog, or predator control dog.
- (b) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
- (1) Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or other structure suitable to prevent the vicious dog from leaving such property unless:
    - a. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
    - b. The dog is contained in a closed and locked cage or crate; or
  - (2) Unattended with minors.
- (c) No person shall be the owner of more than one vicious dog.
- (d) No more than one certificate of registration shall be issued per domicile.

Sec. 10-108. - Confiscation of dogs.

- (a) A dangerous dog shall be immediately confiscated by an animal control officer or by a law enforcement officer or by another person authorized by the animal control officer if:
  - (1) The owner of the dog does not secure liability insurance or bond required by this article;
  - (2) The dog is not validly reregistered as required by this article;
  - (3) The dog is not maintained in a proper enclosure; or
  - (4) The dog is outside a proper enclosure in violation of this article.
- (b) A vicious dog shall be confiscated in the same manner as a dangerous dog, if the dog is:
  - (1) Not validly registered as required by this article;
  - (2) Not maintained in a proper enclosure; or
  - (3) Outside a proper enclosure in violation of this article.
- (c) Any dog that has been confiscated under the provisions of this article shall be returned to its owner upon the owner's compliance with the provisions of this article and upon the payment of reasonable confiscation and impound costs. Such costs shall be set by the board of commissioners based upon a report from the animal control officer on the actual cost of confiscation. In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.

Sec. 10-109. – Penalties for violation.



Unless otherwise specified in this chapter, any person violating this chapter may be deemed guilty of violating a county ordinance and may be punished by a fine not to exceed \$1,000.00, by imprisonment in the county jail for a period of time not to exceed 60 days, or by both such fine and imprisonment, or up to the limits of any penalty provided by state law for the ordinance. Each act or omission in violation of this chapter shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense. In addition to any other penalties allowed by law, the court, as part of the sentence, may prohibit the offender from owning, possessing, or having on the offender's premises in the county any animal during the term of the sentence, may order for the animal to be removed from the county or humanely euthanized, and may order restitution.

Sec. 10-110. – Applicability of provisions.

Any dog classified prior to the adoption of this ordinance as a potentially dangerous dog in this state shall on and after that date be classified as a dangerous dog under this article. Any dog classified prior to the adoption of this ordinance as a dangerous dog or vicious dog in this state shall on and after that date be classified as a vicious dog under this article. The owner of any dog referred to in this section shall come into compliance with all current provisions of this article by July 1, 2021.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 03/18/2021

Prepared By: Harmony Gee

Voting Session: 4/01/2021

Presenter: Jameson Kinley \_\_\_\_\_

Public Hearing: Yes  No

Agenda Item Title: Presentation of Dawson County Mobile Home Ordinance

**Background Information:**

The Board was presented a draft of this ordinance last Spring at the onset of COVID-19. Legal counsel has reviewed the document and made necessary edits for legality.

**Current Information:**

The county does not currently have a minimum standard code for mobile homes being moved into or within the county.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date:

Finance Dept. Authorization: Vickie Neikirk

Date: 3/9/21

County Manager Authorization: David Headley

Date: 3/09/2021

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

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

**TO AMEND CHAPTER 105 OF THE MINIMUM STANDARDS CODE OF DAWSON  
COUNTY; TO PROVIDE AMENDED LANGUAGE ADDRESSING THE DAWSON  
COUNTY FEE SCHEDULE; AND TO ADDRESS COMPATIBILITY STANDARDS FOR  
MANUFACTURED/MOBILE HOMES**

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

**WHEREAS**, the Board of Commissioners of Dawson County has determined that it is in the public interest to update the Land Development Ordinances in order to coordinate harmonious uses of land for the public safety, health and morals of the citizens of Dawson County; and

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

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

**SECTION 1.**

Chapter 105, Section 105-54(C) of the Code of Dawson County, Georgia is deleted and replaced with the following:

“Upon notice from the building official and or code enforcement officer or designee, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of the construction codes or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the building official, code enforcement officer or designee shall not be required to give a written notice prior to stopping the work. Stop work orders apply to the entire scope of the development until corrective measures are approved. Re-inspection of corrections following placement of a stop work order incur an administrative fee per Dawson County Fee Schedule per violation.”

**SECTION 2.**

Chapter 105, Article II of the Code of Dawson County, Georgia is amended by adding a new “Division 3 - MANUFACTURED/MOBILE HOMES” containing the text shown in Exhibit A hereto.

**SECTION 3.**

Sections 125-15, 125-16 and 125-17 of the code of Dawson County, Georgia are deleted in their entirety.

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

This ordinance shall become effective on \_\_\_\_\_, 2020, the public good demanding the same.

**SO ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**Dawson County Board of Commissioners**

\_\_\_\_\_  
Billy Thurmond, Chairman

Attest:

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

[COUNTY SEAL]

## Exhibit A

### Division 3 - MANUFACTURED/MOBILE HOMES

#### Section 105-61 Applicability

This Division applies to all mobile homes used as residences, places of business, classrooms or other activities of a non-temporary nature. Mobile homes used temporarily at construction sites, mobile health units, or similar uses of a temporary nature may be exempt from this regulation at the discretion of the board of commissioners where the public health, safety and welfare is served by such exemption and subject to such conditions as the board of commissioners deems appropriate to protect the public health, safety and welfare.

#### Section 105-62 Manufactured/Mobile Home Compatibility Standards

- (a) Manufactured or mobile homes shall meet the following compatibility standards:
- (1) Every pre-owned manufactured home located in the County shall be in compliance with the Federal Manufactured Housing Construction and Safety Standards Act, 43 U.S.C. § 5401-5455 (“HUD Code”) and shall not have been altered in such a way that the home no longer meets the HUD Code.
  - (2) The home shall be attached to a permanent foundation; each home shall be provided with anchors and tie downs such as cast-in-place concrete dead men or other similar devices, which secure the stability of the home, approved by the Building Official.
  - (3) All towing devices, wheels, axles and hitches must be removed.
  - (4) At each exit door there must be a landing that is a minimum of forty-eight inches (48”) by forty-eight inches (48”). Landings shall not be attached to the structure and must be freestanding and fully self-supporting.
  - (5) The roof shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass, or metals tiles, slate built up gravel materials, or other similar materials approved by the Building Official. All roofs shall have a minimum 3/12 pitch to approximate the traditional architecture within the county to protect the public health, safety and welfare.
  - (6) The exterior siding materials shall consist of wood, masonry, concrete, stucco, Masonite metal or vinyl lap or other materials of like appearance. The exterior of all pre-owned manufactured homes shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to occupied spaces. The exterior siding shall be free of rot and rust. Roofs shall be structurally sound and have no obvious defects that might admit rain or cause moisture to collect on the interior portion of the home.

(7) Each home shall be completely skirted with an appropriate barrier, properly ventilated, to enclose the area between the bottom of the structure and the ground. Such skirting shall not be required for a home with a complete masonry or concrete perimeter foundation.

(8) Each home shall be established in accordance with the installation instructions from the manufacturer, as appropriate. If manufacturer instructions are not available, installation shall be in accordance with the HUD Model Manufactured Home Installation Standards available from the Housing and Urban Development website.

(9) All utility connections, including but not limited to water, sanitary sewer/septic tank, electricity and gas shall be made as required by all building codes of the county.

(b) There is no age restriction on a manufactured, mobile home or moved in house, however, any pre-owned manufactured, mobile home or moved in house proposed for setup and placement within Dawson County shall be inspected pursuant to Section 105-64 below to determine sound condition and compliance with this resolution prior to permitting.

#### Section 105-63 Inspection Checklist for Pre-owned Manufactured/Mobile Homes

All pre-owned manufactured or mobile homes being located in the county or moved into the county under this division must meet the following regulations:

(1) Electric:

(a) Electrical Systems. All parts of the home's electrical systems (including, but not limited to, switches, receptacles, fixtures, etc.) shall be properly installed and wired and shall be in working condition. Distribution panels shall be in compliance with the approved listing, complete with required breakers, with all unused openings covered with solid covers approved and listed for that purpose. The home shall be subject to an electrical continuity test to assure that all metallic parts are properly bonded.

(b) Smoke Detectors. Each pre-owned manufactured home shall contain one operable battery-powered smoke detector in each bedroom and in the kitchen, which must be installed in accordance with the manufacturer's recommendations.

(2) Plumbing:

a. Every plumbing fixture, water, and waste pipe of a pre-owned manufactured home shall be in a sanitary working condition when properly connected, and shall be free from leaks and obstructions. Each home shall contain a kitchen sink. Each bathroom shall contain a lavatory and water closet. At least one bathroom shall contain a tub and/or shower facility. Each of these fixtures shall be checked upon being connected to ensure they are in good working condition.

b. Hot Water Supply. Each home shall contain a water heater in safe and working condition.

- (3) HVAC—Heating system:
  - a. Heating Systems. Heating systems shall be safe and in working condition. Un-vented heaters shall be prohibited
- (4) Manufactured or mobile home unit:
  - a. Every floor, interior wall, and ceiling of a pre-owned manufactured home shall be in sound condition. Doors and windows shall be operable, watertight and in good working condition. The floor system shall be in sound condition and free of warping, holes, water damage, or deterioration.
  - b. Roofs shall be structurally sound and have no obvious defects that might admit rain or cause moisture to collect on the interior portion of the home.
  - c. The exterior of all pre-owned manufactured homes shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to occupied spaces.
  - d. HUD Code: Every pre-owned manufactured home located in the jurisdiction shall be in compliance with the Federal Manufactured Housing Construction and Safety Standards Act, 42 U.S.C. 5401-5445 (the HUD Code) and shall not have been altered in such a way that the home no longer meets the HUD Code.

Note: Newly manufactured units that have never been used must be verified as such by manufacturer.

#### Section 105-64 Additional Requirements for Pre-owned Manufactured/Mobile Homes

Manufactured or mobile homes can be moved into Dawson County only after passing an inspection on all requirements hereinabove set out.

1. Inspections requested to be conducted by county inspection staff shall be limited to a 50 mile radius of the City of Dawsonville, these inspections shall be:
  - a. Scheduled by building inspector;
  - b. If Inside the County: Subject to the following fees: \$500.00 per inspection
  - c. If outside the County: Subject to the following fees: \$500.00 per inspection plus \$0.25 per mile. These fees are in addition to permit fees for manufactured or mobile homes, which includes inspection fees on manufactured or mobile homes after being located inside the county.
2. Inspections may be performed by a licensed structural engineer regardless of distance however an inspection by a licensed structural engineer shall be required for all manufactured or mobile homes located greater than a 50 mile radius of the City of Dawsonville.
  - a. All third party inspections shall cover the requirements of this ordinance and the licensed structural engineer shall stamp the inspection results.



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Planning & Development

Work Session: 07/15/2021

Prepared By: Robbie Irvin

Voting Session:

Presenter: Jameson Kinley

Public Hearing: No

Agenda Item Title: Presentation of Dawson County Capital Improvement Element adoption.

**Background Information:**

Capital Improvements Element plan has been prepared to be presented for Public Hearing. An approval to submit to DCA is required by the BOC. It shall then be submitted to the DCA for review.

**Current Information:**

Staff has compiled data and requests BOC approval to transmit to DCA.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

Date:

Finance Dept. Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager Authorization: David Headley

Date: 7-08-21

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**



# **Capital Improvements Element 2021 Annual Update:**

## **Financial Report & Community Work Program**

Dawson County, GA

**Draft**

## Introduction

This Capital Improvements Element Annual Update has been prepared based on the rules and regulations pertaining to impact fees in Georgia, as specified by the Development Impact Fee Act (DIFA) and the Department of Community Affairs (DCA) documents Development Impact Fee Compliance Requirements and Standards and Procedures for Local Comprehensive Planning. These three documents dictate the essential elements of an Annual Update, specifically the inclusion of a financial report and a schedule of improvements.

According to the Compliance Requirements, the Annual Update:

“must include: 1) the Annual Report on impact fees required under O.C.G.A. 36-71-8; and 2) a new fifth year schedule of improvements, and any changes to or revisions of previously listed CIE projects, including alterations in project costs, proposed changes in funding sources, construction schedules, or project scope.” (Chapter 110-12-2-.03(2)(c))

## Financial Report

The Financial Report included in this document is based on the requirements of DIFA, specifically:

“As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any development impact fees collected, encumbered, and used during the pre- ceding year by category of public facility and service area.” (O.C.G.A. 36-71-8(d)(1))

The County’s fiscal year runs from January 1 to December 31. Thus, this financial report is based on the audit prepared for FY 2020. The required financial information for each public facility category appears in the main financial table (page 3); service area designations appear in the project tables that follow (pages 4 through 7).

## Schedule of Improvements

In addition to the financial report, the County has prepared a five-year schedule of improvement a community work program (CWP) as specified in the Compliance Requirements (Chapter 110-12-2-.03(2)(c)), which states that local governments that have a CIE must “update their entire Community Work Programs annually.”<sup>1</sup>

According to DCA's requirements,<sup>2</sup>  
the CWP must include:

- A brief description of the activity;
- Timeframe for undertaking the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and,
- Funding source(s), if applicable.

All of this information appears in the Community Work Program portion of this document, beginning on page 8. This Community Work Program is based on the CIE adopted July 10, 2018.

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<sup>1</sup>Note that the Compliance Requirements specify that the community work program is to meet the requirements of Chapter 110-12-1-.04(7) (a), which is a reference to the STWP requirements in a previous version of the Standards and Procedures for Local Comprehensive Planning. The correct current description of a STWP is found at Chapter 110-12-1-.05(2) (c) (i).

<sup>2</sup> Chapter 110-12-1-.05(2) (c) (i).

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## IMPACT FEES FINANCIAL REPORT – DAWSON COUNTY, GA Fiscal Year 2020

DAWSON COUNTY

Annual Impact Fee Financial Report - Fiscal Year 2020

	Library Services	Fire Protection	Law Enforcement	Roads	Parks & Recreation	Administration	TOTAL
<b>Service Area</b>	County-wide	County-wide	County-wide	Ga 400 Corridor	County-wide		
<b>Impact Fee Fund Balance January 1, 2020</b>	\$220,065.99	\$114,738.21	\$46,068.51	\$130,657.44	\$750,656.53	(\$22,558.34)	\$1,239,628.35
<b>Impact Fees Collected (January 1, 2020 through December 31, 2020)</b>	\$266,151.63	\$118,501.76	\$0.00	\$53,347.66	\$845,380.85	\$38,494.35	\$1,321,876.25
<b>Subtotal: Fee Accounts</b>	\$486,217.62	\$233,239.97	\$46,068.51	\$184,005.10	\$1,596,037.38	\$15,936.01	\$2,561,504.60
<b>Accrued Interest</b>	\$795.39	\$381.55	\$75.36	\$301.01	\$2,610.93	\$26.07	\$4,190.32
<b>(Impact Fee Refunds)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>(FY 2020 Expenditures)</b>	\$16,822.62	\$0.00	\$0.00	\$0.00	\$651,130.00	\$60.00	\$668,012.62
<b>Impact Fee Fund Balance December 31, 2020</b>	\$470,190.39	\$233,621.52	\$46,143.87	\$184,306.11	\$947,518.31	\$15,902.08	\$1,897,682.29
<b>Impact Fees Encumbered</b>	\$470,190.39	\$233,621.52	\$46,143.87	\$184,306.11	\$947,518.31		\$1,897,682.29

\*Effective July 10, 2018, no impact fees allocated for law enforcement.

Public Facility:	Library Services							
Service Area:	County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Collection Materials	2018	2018	\$38,934.07	99.49%	\$38,735.51			Delayed
Collection Materials	2019	2019	\$38,934.07	99.49%	\$38,735.51			Delayed
Books and Periodicals	2020	2020	\$39,262.72	99.50%	\$39,066.41	\$16,822.62	\$ 289,387.12	
Collection Materials	2021	2021	\$39,350.36	99.50%	\$39,153.61		\$ 20,613.79	
Collection Materials	2022	2022	\$39,021.71	99.49%	\$38,822.70		\$ 39,021.71	
Collection Materials	2023	2023	\$38,605.42	99.49%	\$38,408.53		\$ 38,605.42	
Collection Materials	2024	2024	\$38,758.79	99.49%	\$38,561.12		\$ 38,758.79	
Collection Materials	2025	2025	\$38,671.15	99.49%	\$38,473.93		\$ 38,671.15	
Collection Materials	2026	2026	\$38,934.07	99.49%	\$38,735.51		\$ 5,132.41	
Collection Materials	2027	2027	\$39,087.44	99.50%	\$38,892.00			
Collection Materials	2028	2028	\$39,175.08	99.50%	\$38,979.20			
Collection Materials	2029	2029	\$39,087.44	99.50%	\$38,892.00			
Collection Materials	2030	2030	\$38,758.79	99.49%	\$38,561.12			
Collection Materials	2031	2031	\$38,846.43	99.49%	\$38,648.31			
Collection Materials	2032	2032	\$38,671.15	99.49%	\$38,473.93			
Collection Materials	2033	2033	\$38,517.78	99.49%	\$38,321.34			
Collection Materials	2034	2034	\$38,430.14	99.49%	\$38,234.15			
Collection Materials	2035	2035	\$38,254.86	99.49%	\$38,059.76			
Collection Materials	2036	2036	\$38,671.15	99.49%	\$38,473.93			
Collection Materials	2037	2037	\$39,262.72	99.50%	\$39,066.41			
Collection Materials	2038	2038	\$40,117.21	99.45%	\$39,896.57			
Collection Materials	2039	2039	\$40,796.42	99.46%	\$40,576.12			
Collection Materials	2040	2040	\$41,212.71	99.47%	\$40,994.28			
New library space (13,991 sf)	2026	2026	\$4,365,192.00	100.00%	\$4,365,192.00			
			\$5,264,553.68		\$5,259,953.93	\$16,822.62	\$ 470,190.39	

Public Facility:	Fire Protection							
Service Area:	County-wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/ Remarks
Medic	2020	2020	\$250,000.00	100.00%	\$250,000.00			
Engine	2019	2019	\$400,000.00	100.00%	\$400,000.00	\$122,000.00		Delayed
Tender	2021	2021	\$300,000.00	100.00%	\$300,000.00		\$ 233,621.52	
Engine	2022	2022	\$400,000.00	100.00%	\$400,000.00			
Medic	2022	2022	\$250,000.00	100.00%	\$250,000.00			
Engine	2023	2023	\$400,000.00	100.00%	\$400,000.00			
Ladder	2023	2023	\$1,100,000.00	100.00%	\$1,100,000.00			
Engine	2028	2028	\$400,000.00	100.00%	\$400,000.00			
New Station 3	2023	2023	\$1,937,339.00	25.00%	\$484,334.75			
Station 11	2025	2025	\$133,894.00	100.00%	\$133,894.00			
Station 12	2028	2028	\$505,594.00	100.00%	\$505,594.00			
Station 13	2031	2031	\$140,997.00	100.00%	\$140,997.00			
Station 14	2034	2034	\$144,658.00	100.00%	\$144,658.00			
Station 15	2037	2037	\$2,184,961.00	100.00%	\$2,184,961.00			
Training Center	2024	2024	\$220,807.00	100.00%	\$220,807.00			
			<b>\$8,768,250.00</b>		<b>\$7,315,245.75</b>	<b>\$122,000.00</b>	<b>\$ 233,621.52</b>	

Public Facility:	Roads							
Service Area:	County wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Kelly Bridge Road, full depth reclamation and widening both lanes	2018	2018	\$2,262,592.57	44.6778557%	\$1,010,877.84			delayed
Lumpkin Campground Road, lane addition and lane widening	2019	2019	\$4,230,847.21	44.6778557%	\$1,890,251.81			delayed
Red Rider Road, right-of-way acquisition and road widening	2019	2019	\$1,269,254.16	44.6778557%	\$567,075.54			satisfied
Sweetwater Juno Road, road widening and resurfacing	2019	2019	\$1,375,025.34	44.6778557%	\$614,331.84			delayed
Couch Road, road wideing and resurfacing	2020	2020	\$3,807,317.28	44.6778557%	\$1,701,027.72		\$130,657.44	
Grant Road East, upgrade dirt to pavement and road widening	2020	2020	\$870,243.95	44.6778557%	\$388,806.34		\$24,824.34	
Shoal Creek - Shoal Creek Road Bridge, replacement with additional lanes and weight	2020	2020	\$2,719,512.35	44.6778557%	\$1,215,019.80		\$28,824.33	
Amicalola River - Goshen Church Bridgem replacement with additional lanes and weight	2021	2021	\$1,678,131.39	44.6778557%	\$749,753.12			
Whitmire Drive West, add third (center turn) lane	2021	2021	\$895,003.41	44.6778557%	\$399,868.33			satisfied
Prepare Transportation Plan (in house)	2020	2020		n/a				
			<b>\$19,107,927.66</b>		<b>\$8,537,012.35</b>		<b>\$184,306.11</b>	

\*satisfied – Projects were satisfied through other means, therefore removed from CWP.

Public Facility:	Parks and Recreation							
Service Area:	County wide							
Project Description	Project Start Date	Project End Date	Local Cost of Project	Maximum Percentage of Funding from Impact Fees	Maximum Funding Possible from Impact Fees	Impact Fees Expended to Date	Impact Fees Encumbered	Status/Remarks
Park Acres	2020	2020	\$2,995,770.00	84.76%	\$2,539,214.65		\$349,405.53	
Baseball/Softball Fields	tbd	tbd						
Basketball Courts (outdoor)	tbd	tbd	\$395,649.00	99.53%	\$393,789.45			
Multi-Purpose Fields	2020	2020	\$1,134,839.00	95.16%	\$1,079,912.79	\$651,130.00	\$196,861.78	
Picnic Pavilions	tbd	tbd	\$463,753.00	77.78%	\$360,707.08			
Playgrounds	tbd	tbd	\$695,626.00	66.66%	\$463,704.29			
Aquatic Center (deferred)	tbd	tbd		58.34%				
Tennis Courts	tbd	tbd	\$993,690.00	83.33%	\$828,041.88			
Gymnasium	tbd	tbd	\$2,550,964.00	100.00%	\$2,550,964.00			
Maintenance Sheds	tbd	tbd	\$415,646.00	100.00%	\$415,646.00			
Office/Concession	tbd	tbd	\$489,462.00	100.00%	\$489,462.00			
Recreation Center	tbd	tbd	\$5,402,116.00	100.00%	\$5,402,116.00			
Restroom/Concession	tbd	tbd	\$799,593.00	95.18%	\$761,052.62			
Senior Rec Center	2019	2021	\$401,251.00	100.00%	\$401,251.00		\$401,251.00	
Maintenance Yard	tbd	tbd	\$6,118.00	100.00%	\$6,118.00			
Walking Trails	tbd	tbd	\$569,373.00	100.00%	\$569,373.00			
Parking	tbd	tbd	\$1,898,284.00	100.00%	\$1,898,284.00			
			<b>\$19,212,134.00</b>		<b>\$18,159,636.76</b>	<b>\$651,130.00</b>	<b>\$947,518.31</b>	





**2020-2024 COMMUNITY WORK PROGRAM  
DAWSON COUNTY, GA**

DCA Category	Activity	2021	2022	2023	2024	Responsible Party	Cost Estimate	Funding Source
Com. Facilities	Purchase of collection materials	✓	✓	✓	✓	Dawson County Library	\$194,186	99.5% impact fees; SPLOST
Com. Facilities	New Jail (Wrap-up to previous new jail project identified in the 2006 CIE)					Sherriff's Office	\$45,715.05	100% impact fees
Com. Facilities	Purchase fire engine for Station 4		✓			Emergency Services	\$400,000	100% impact fees
Com. Facilities	Purchase medic vehicle for Station 4		✓			Emergency Services	\$250,000	100% impact fees
Com. Facilities	Purchase medic vehicle for Station 5	✓				Emergency Services	\$250,000	100% impact fees
Com. Facilities	Purchase fire engine for Station 9		✓			Emergency Services	\$400,000	100% impact fees
Com. Facilities	Purchase tender for Station 9		✓			Emergency Services	\$300,000	100% impact fees
Com. Facilities	Install fire hydrants (Annual installation in accordance with the Authority's schedule)	✓	✓	✓	✓	EWSA	\$237,900	100% impact fees
Com. Facilities	Acquire park land (140 acres)		✓			Parks & Rec Dept., BOC	\$800,000	84.76% impact fees; SPLOST
Com. Facilities	Senior Rec Center (Cost excludes \$750,000 grant)	✓				Senior Services	\$401,251	100% impact fees

\*Fire Stations renumbered in 2018

\*2019-2023 CWP lists impact fee eligible projects. A complete CWP can be found in the Comprehensive Plan.

DCA Category	Activity	2021	2022	2023	2024	Responsible Party	Cost Estimate	Funding Source
Transportation	Kelly Bridge Road, full depth reclamation and widening both lanes	✓				PWD	\$2,200,000	44.68% impact fees; SPLOST
Transportation	Lumpkin Campground Road, lane addition and lane widening	✓	✓	✓		PWD	\$4,000,000	44.68% impact fees; SPLOST
Transportation	Sweetwater Juno Road, road widening and resurfacing	✓	✓			PWD	\$1,300,000	44.68% impact fees; SPLOST
Transportation	Couch Road, road widening and resurfacing		✓	✓		PWD	\$3,500,000	44.68% impact fees; SPLOST
Transportation	Grant Road East, up-grade dirt to pavement and road widening			✓		PWD	\$800,000	44.68% impact fees; SPLOST
Transportation	Shoal Creek – Shoal Creek Road Bridge, replacement with additional lanes and weight limit				✓	PWD	\$2,500,000	44.68% impact fees; SPLOST
Transportation	Amicalola River – Goshen Church Bridge, replacement with additional lanes and weight		✓	✓		PWD	\$1,500,000	44.68% impact fees; SPLOST
Transportation	Transportation Plan (Prepared by staff)	✓				PWD	\$0	Prepared by Staff
Transportation	Update impact fee Capital Improvements Element with road improvements (Consultant	✓	✓			PWD	\$0	Prepared by Staff

**Adoption Resolution**  
**Capital Improvements Element Annual Update**  
**Dawson County, Georgia**

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

WHEREAS, Dawson County has prepared an Annual Update to the adopted Capital Improvements Element; and

WHEREAS, the Capital Improvements Element Annual Update was prepared in accordance with the “Development Impact Fee Compliance Requirements” and the “Minimum Planning Standards and Procedures for Local Comprehensive Planning” adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on (Month Day), 2021, at 4:00 P.M. in the Dawson County Government Center;

BE IT THEREFORE RESOLVED, that the Board of Commissioners of Dawson County does hereby adopt the Capital Improvements Element Annual Update, as per the requirements of the Development Impact Fee Compliance Requirements.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BY: \_\_\_\_\_  
Billy Thurmond, Chairman

ATTEST: \_\_\_\_\_  
Kristen Cloud, County Clerk

**STATE OF GEORGIA  
COUNTY OF DAWSON**

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF A DRAFT CAPITAL IMPROVEMENTS  
ELEMENT 2021 ANNUAL UPDATE TO THE GEORGIA MOUNTAINS REGIONAL COMMISSION  
FOR REGIONAL AND STATE REVIEW**

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

WHEREAS, Dawson County has drafted a 2021 Annual Update to the 2018 Capital Improvements Element, which incorporates an impact fee financial report for FY 2020 along with an updated Community Work Program; and

WHEREAS, the draft Capital Improvements Element 2021 Annual Update was prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Planning Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989, and a duly advertised Public Hearing was held on (Month Day), 2021, at 4:00 p.m. in the Dawson County Government Center, 25 Justice Way, Dawsonville, Georgia; and

BE IT THEREFORE RESOLVED that the Board of Commissioners does hereby authorize the transmittal of the draft Capital Improvements Element 2021 Annual Update to the Georgia Mountains Regional Commission for Regional and State review, as per the requirements of the Development Impact Fee Compliance Requirements adopted pursuant to the Georgia Planning Act of 1989.

**RESOLVED** this \_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Billy Thurmond, Chairman

Attest:

\_\_\_\_\_  
Kristen Cloud, County Clerk



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Human Resources

Work Session: 07.15.2021

Prepared By: Brad Gould

Voting Session: 08.05.2021

Presenter: Brad Gould

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: To address the one-time pay out of up to 40 hours of PTO per year.

**Background Information:**

On 2/4/2021 the following was added to the county employee handbook. Section 14.3 Paid Time Off (PTO); Employees may receive a one-time payout of up to 20 PTO hours each calendar year for any unused PTO, provided that a minimum of 20 PTO hours must be left remaining in the Employee's PTO balance not including sick bank subsequent to the payout. In other words, an employee is not eligible for a payout, unless a balance of 20 PTO hours in excess of the requested payout is left remaining in the Employee's PTO bank (PTO80, PTO84, PTO96).

The original request was for 40 hours. The BOC asked that the 40 hours option be presented in July 2021 for further consideration.

**Current Information:**

We have had 11 employees that have participated in the payout program. We will have employees that will lose PTO if they do not use it or participate in the payout program by the end of calendar year 2021. As we move into early 2022 more employees will be exceeding the maximum hours of 480 for carry over.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: Brad Gould

Date: 7/07/2021

Finance Dept. Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager Authorization: David Headley

Date: 7-07-2021

County Attorney Authorization: \_\_\_\_\_

Date: \_\_\_\_\_

**Comments/Attachments:**

See Attached for language that was removed.

Currently the Dawson County Employee Handbook States:

**“14.3. Paid Time Off (PTO)**

Added 2/4/2021:

Employees may receive a one-time payout of up to 20 PTO hours each calendar year for any unused PTO, provided that a minimum of 20 PTO hours must be left remaining in the Employee’s PTO balance not including sick bank subsequent to the payout. In other words, an employee is not eligible for a payout, unless a balance of 20 PTO hours in excess of the requested payout is left remaining in the Employee’s PTO bank (PTO80, PTO84, PTO96). “

Proposed New Policy to read:

**“14.3. Paid Time Off (PTO)**

Updated 00/00/2021:

Employees may receive a one-time payout of up to 40 PTO hours each calendar year for any unused PTO, provided that a minimum of 40 PTO hours must be left remaining in the Employee’s PTO balance not including sick bank subsequent to the payout. In other words, an employee is not eligible for a payout, unless a balance of 40 PTO hours in excess of the requested payout is left remaining in the Employee’s PTO bank (PTO80, PTO84, PTO96). “

**STATE OF GEORGIA  
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
DAWSONVILLE AND DAWSON COUNTY REGARDING A  
CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**(HOWSER MILL ROAD)**

THIS AGREEMENT, effective as of July \_\_\_\_\_, 2021, is by and between the CITY OF DAWSONVILLE, a Georgia municipal corporation (“City”), and DAWSON COUNTY, a political subdivision of the State of Georgia (“County”). Individually, the City and the County may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and the County are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both the City and the County are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, the City and the County are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, the County is prohibited from exercising these powers or providing any such service inside the boundaries of the City except by contract with the City; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-112(b), the City is authorized to contract with the County for the construction and maintenance of a public road within the limits of the City; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-62(d), the County has the authority provided under O.C.G.A. § 32-4-112(b) to contract with the City and to expend funds for work on public roads within the City that are also within the County; and

**WHEREAS**, in accordance with the applicable state law requirements, the County conducted a competitive bid solicitation titled Invitation for Bid #382-21 Road Rehabilitation Project for Dawson County which resulted in an agreement between the County and Blount Construction Company, Inc., a Georgia corporation (the “Contractor”), which agreement scope includes improvements to be made to Howser Mill Road, portions of which are in the County’s jurisdiction and portions of which are in the City’s jurisdiction (the “Project”); and

**WHEREAS**, the City and the County are parties to a certain Settlement and Release Agreement, dated May 20, 2021, related to the SPLOST approved by the voters on March 16, 2021 (the “Settlement Agreement”); and



**WHEREAS**, pursuant to the Settlement Agreement, the County agreed to develop certain projects in accordance with the provisions set forth therein and the County agreed to contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County (see Settlement Agreement, Sec. II. C.); and

**WHEREAS**, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both the City and the County.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. The Parties agree that the County shall be the sole administrator of the Project and its agreement with the road construction contractor, Blount Construction Company, Inc., a Georgia corporation (the “Contractor”).
- b. The County represents and confirms that the Contractor has delivered payment and performance bonds to the County as required by O.C.G.A. § 32-4-69 covering the full value of the contract, including the work to be performed on Howser Mill Road within the City’s jurisdiction.
- c. The City agrees to contribute funding to afford the costs associated with the road improvements to be made along Howser Mill Road within the jurisdiction of the City.
- d. Attached hereto is a copy of the Notice of Award that the County provided to the Contractor, dated June 18, 2021 (attached as Exhibit A), which includes a summary description of the work to be performed and a breakdown of the costs associated with each task of the Project, including improvements to be made to those portions of Howser Mill Road within the City’s jurisdiction denoted as “Task 1-A-1” and “Task 1-A-2.”
- e. The total estimated cost associated with completing Task 1-A-1 is \$202,619.02 and the total estimated cost associated with completing Task 1-A-2 is \$54,099.54. The grand total of both tasks equals \$256,718.56.
- f. In full satisfaction of the County’s obligation under Section II. C. of the Settlement Agreement, the County will contribute \$125,000.00 toward the costs associated with that portion of the Project within the jurisdiction of the City thereby reducing the City’s total obligation in the Project to \$131,718.56.

- g. The City agrees to transfer the full amount of \$131,718.56 to the County within thirty (30) days following the execution hereof by both the City and the County.
  - h. The County will discuss any proposed change orders that operate to increase the cost of the Project for those portions of the work to be performed within the City's jurisdiction with the City in advance of approving such change orders with the Contractor. Upon the City's approval of any such proposed change order, the City agrees to timely pay all costs associated therewith in accordance with the payment requirements of the construction services agreement between the County and the Contractor. In the event there are any deductive change orders which will decrease the cost of the Project with respect to the City's portion of the Project, the County will discuss such in advance with the City before approving such change orders with the Contractor. Upon the City's approval of the deductive change orders and with the County entering such deductive change orders with the Contractor, the funds saved on the City's portion of the work shall be remitted to the City to the extent there are excess funds, taking into consideration the entire cost of the portion of the Project in the City's jurisdiction, including any change orders which increase the cost of the City's portion of the Project.
  - i. The City shall inspect, approve, and accept the final Project construction for those portions of Howser Mill Road within its jurisdiction.
  - j. The City acknowledges and agrees that the County shall at no time have any maintenance obligations regarding that portion of Howser Mill Road within the City's jurisdiction.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
3. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
4. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

5. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party’s control which prevent performance under this Agreement.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.
7. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party’s right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
8. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
9. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies,

conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

10. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to the County:

Dawson County Board of Commissioners  
Attn: County Manager  
25 Justice Way, Suite 2313  
Dawsonville, Georgia 30534

If to the City:

City of Dawsonville  
Attn: City Manager  
415 Highway 53 East, Suite 100  
Dawsonville, Georgia 30534

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**CITY OF DAWSONVILLE, GEORGIA**

By: \_\_\_\_\_  
Mike Eason, Mayor

ATTEST:

By: \_\_\_\_\_  
Beverly A. Banister, City Clerk

[CITY SEAL]

**DAWSON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Billy Thurmond, Chairman

ATTEST:

By: \_\_\_\_\_  
Kristen Cloud, County Clerk

[COUNTY SEAL]

**EXHIBIT A**



# DAWSON COUNTY FINANCE DEPARTMENT

## NOTICE OF AWARD

June 18, 2021

Blount Construction Company, Inc.  
Attn: David Faust  
1730 Sands Place  
Marietta, GA 30067

**Project: #382-21 Road Rehabilitation Project for Dawson County**

The Dawson County Board of Commissioners, at their June 17, 2021 meeting, considered the bid you submitted in response to its Invitation for Bid (IFB) for the project listed above. Your bid has been accepted not to exceed the amount of \$2,406,569.08. Through contract negotiations, the following depicts the pricing per task:

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>Task 1-A-1: Houser Mill Road - City: Intersection of SR 53 W (State Right-of-Way) to the County Road System (approximate location is Calvary Baptist Church). This area contains curb and gutter and a 5-foot sidewalk. Approximately 2,426 feet. Including Turn Lane to Mill Stone Dr.</b>					
Phase 1-A -1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$64,135.98	\$64,135.98
Phase 1 - A -1 -2	10" Cement Reclaimed Base (Includes temp raised lane markers) 22' wide (due to curb)	4526	SY	\$9.24	\$41,820.24
Phase 1-A-1 -3	Portland Cement - 55lb/SY	124	TN	\$213.67	\$26,568.80
Phase 1 - A - 4	B-MOD Asphalt Binder 2" Depth, 21' wide	478	TN	\$89.45	\$42,757.10
Phase 1 - A - 5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 21' Wide	293	TN	\$93.30	\$27,336.90
					<b>\$202,619.02</b>

Vickie Neikirk  
Chief Financial Officer

Accounting

Accounts Payable

Accounts Receivable

Budget

Grant Administration

Payroll

Purchasing

Dawson County  
Government Center  
25 Justice Way, Suite 2214  
Dawsonville, GA 30534  
Phone 706-344-3501  
Fax 706-531-3504



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Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>Task 1-A-2: Houser Mill Road - City: Begin at the County Road System (approximate location is the mailbox at 3103 Howser Mill) and continue 561 feet until you reach the Right-of-Way to SR 183 (Elliott Family Parkway). This area DOES NOT contains curb and gutter or sidewalks. Approximately 561 feet.</b>					
Phase 1-A -2-1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$14,198.27	\$14,198.27
Phase 1 - A -2 -2	10" Cement Reclaimed Base (Includes temp raised lane markers) 26' wide	1621	SY	\$4.05	\$6,565.05
Phase 1 - A -2 -3	Portland Cement - 55lb/SY	45	TN	\$213.67	\$9,615.15
Phase 1 - A -2 -4	B-MOD Asphalt Binder 2" Depth, 24' Wide	165	TN	\$87.10	\$14,371.50
Phase 1 - A -2 -5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 24' Wide	101	TN	\$92.57	\$9,349.57
					<b>\$54,099.54</b>

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>Task 1-B: Houser Mill Road - County: Beginning at the City Street System to approximately the mailbox at 3103 Howser Mill. This area DOES NOT contain curb and gutter or sidewalks. However, the County will NOT remove materials in this area and the elevation of the road will be increased (per FDR/Portland cement mixture). Approximately 15,951 feet.</b>					
Phase 1 - B - 1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$403,397.93	\$403,397.93
Phase 1-B - 2	10" Cement Reclaimed Base (Includes temp raised lane markers) 26' wide	46081	SY	\$4.05	\$186,628.05
Phase 1 - B- 3	Portland Cement - 55lb/SY	1267	TN	\$213.67	\$270,719.89
Phase 1-B - 4	B-MOD Asphalt Binder 2" Depth, 24" wide	4679	TN	\$87.10	\$407,540.90
Phase 1-B - 5	1.5" 9.5MM 135lbs Type 1/H- Mix SP Asphalt Topping, 24" wide	2871	TN	\$92.57	\$265,768.47
					<b>\$1,534,055.24</b>



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Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>Task 2: G. W. Taffer Road: Intersection of Lumpkin Campground Road to Intersection of Dawson Forest Road. Approximately 2,500 feet</b>					
Phase 2 - 1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$105,522.90	\$105,522.90
Phase 2 - 2	10" Cement Reclaimed Base (Includes temp raised lane markers) 26' wide	7500	SY	\$7.21	\$54,075.00
Phase 2 - 3	Portland Cement - 55lb/SY	210	TN	\$213.67	\$44,870.70
Phase 2 - 4	B-MOD Asphalt Binder 2" Depth, 24" wide	800	TN	\$88.40	\$70,720.00
Phase 2 - 5	1.5" 9.5MM 135lbs Type 1/H-Mix SP Asphalt Topping, 24" wide	500	TN	\$94.34	\$47,170.00
					<b>\$322,358.60</b>

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
<b>Task 3: Wesley Chapel Road: Intersection of SR52 to Lumpkin County Line. Approximately 1,600 feet</b>					
Phase 3 - 1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$78,124.23	\$78,124.23
Phase 3 - 2	10" Cement Reclaimed Base (Includes temp raised lane markers) 26' wide	4650	SY	\$8.14	\$37,851.00
Phase 3 - 3	Portland Cement - 55lb/SY	130	TN	\$213.67	\$27,777.10
Phase 3 - 4	B-MOD Asphalt Binder 2" Depth, 24" wide	500	TN	\$94.81	\$47,405.00
Phase 3 - 5	1.5" 9.5MM 135lbs Type 1/H-Mix SP Asphalt Topping, 24" wide	300	TN	\$105.43	\$31,629.00
					<b>\$222,786.33</b>

<b>TOTAL ESTIMATED COSTS FOR ALL WORK:</b>				<b>\$2,335,918.73</b>	
<b>START DATE:</b>				<b>Designs-July/Mix-August</b>	
<b>DAYS TO COMPLETE PROJECT:</b>				<b>November, 2021</b>	
<b>WARRANTY:</b>				<b>5 years per the IFB document</b>	





Vickie Neikirk  
Chief Financial Officer

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Dawsonville, GA 30534  
Phone 706-344-3501  
Fax 706-531-3504

The IFB requires you to execute the contract and bonds no later than fifteen (15) calendar days. If you do not execute the contract in full within the allotted timeframe, the County may consider all your rights arising out of the County's acceptance of your submission to be abandoned.

You must return the complete, originally signed contract in **blue ink** to the contact's name and address listed below. The County Manager will also sign the contract in **blue ink** and a scanned copy of the originally signed version will be returned to you via email.

You may also contact Denise Farr at [dfarr@dawsoncounty.org](mailto:dfarr@dawsoncounty.org) or Bryan Young at [byoung@dawsoncounty.org](mailto:byoung@dawsoncounty.org) to begin pre-construction scheduling prior to the executed contract.

Should you have any questions regarding this action, please feel free to contact me at [mhawk@dawsoncounty.org](mailto:mhawk@dawsoncounty.org)

Sincerely,

Melissa Hawk  
Dawson County – Purchasing  
Purchasing Manager  
25 Justice Way, Suite 2223  
Dawsonville, GA 30534

**NOTICE**

The Dawson County County Board of Commissioners does hereby announce that the millage rate will be set at a meeting to be held at the Dawson County Government Center, 25 Justice Way, on August 5, 2021 at 6:00 pm and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

**CURRENT 2021 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY**

		UNINCORPORATED	2016	2017	2018	2019	2020	2021
U N I N C O R P O R A T E D  A R E A	V A L U E	Real & Personal	1,315,990,411	1,394,032,646	1,572,997,915	1,593,936,454	1,709,619,583	1,780,490,982
		Motor Vehicles	35,695,240	28,320,790	22,736,970	18,877,500	16,163,420	14,599,480
		Mobile Homes	955,649	952,109	1,493,910	1,711,047	1,771,544	2,012,335
		Timber - 100%	88,593	96,561	190,449	200,000	23,575	42,210
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	1,352,729,893.00	1,423,402,106.00	1,597,419,244.00	1,614,725,001.00	1,727,578,122.00	1,797,145,007.00
		Less Exemptions	193,872,574	201,405,457	222,450,006	223,081,756	237,439,595	238,279,470
	<b>NET DIGEST VALUE</b>	<b>1,158,857,319.00</b>	<b>1,221,996,649.00</b>	<b>1,374,969,238.00</b>	<b>1,391,643,245.00</b>	<b>1,490,138,527.00</b>	<b>1,558,865,537.00</b>	
	R A T E	Gross Maintenance & Operation Millage	12.8960	14.4250	14.5990	13.0790	13.0310	13.0630
		Less Rollbacks (Local Option Sales Tax & Insurance Premium)	4.7580	6.2870	6.4610	4.9900	5.1460	5.4380
<b>NET M&amp;O MILLAGE RATE</b>		<b>8.1380</b>	<b>8.1380</b>	<b>8.1380</b>	<b>8.0890</b>	<b>7.8850</b>	<b>7.6250</b>	
TAX	<b>NET M&amp;O TAXES LEVIED</b>	<b>\$9,430,781</b>	<b>\$9,944,609</b>	<b>\$11,189,500</b>	<b>\$11,257,002</b>	<b>\$11,749,742</b>	<b>\$11,886,350</b>	
I N C O R P O R A T E D  A R E A	<b>INCORPORATED</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
	V A L U E	Real & Personal	91,187,440	102,426,129	122,042,206	134,753,874	152,060,737	171,242,679
		Motor Vehicles	66,180	54,600	49,200	34,090	93,380	205,940
		Mobile Homes	0	0	0	0	0	0
		Timber - 100%	0	0	0	0	13,913	0
		Heavy Duty Equipment	0	0	0	0	0	0
		Gross Digest	91,253,620.00	102,480,729.00	122,091,406.00	134,787,964.00	152,168,030.00	171,448,619.00
		Less Exemptions	12,671,621	13,990,679	17,519,295	20,860,421	23,550,047	25,461,001
	<b>NET DIGEST VALUE</b>	<b>78,581,999.00</b>	<b>88,490,050.00</b>	<b>104,572,111.00</b>	<b>113,927,543.00</b>	<b>128,617,983.00</b>	<b>145,987,618.00</b>	
	R A T E	Gross Maintenance & Operation Millage	12.8960	14.4250	14.5990	13.0790	13.0310	13.0630
Less Rollback (Local Option Sales Tax)		4.7580	6.2870	6.4610	4.9900	5.1460	5.4380	
<b>NET M&amp;O MILLAGE RATE</b>		<b>8.1380</b>	<b>8.1380</b>	<b>8.1380</b>	<b>8.0890</b>	<b>7.8850</b>	<b>7.6250</b>	
TAX	<b>NET M&amp;O TAXES LEVIED</b>	<b>\$639,500</b>	<b>\$720,132</b>	<b>\$851,008</b>	<b>\$921,560</b>	<b>\$1,014,153</b>	<b>\$1,113,156</b>	
TOTAL COUNTY	<b>TOTAL COUNTY</b>		<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
	<b>TOTAL DIGEST VALUE</b>		1,237,439,318.00	1,310,486,699.00	1,479,541,349.00	1,505,570,788.00	1,618,756,510.00	1,704,853,155.00
	<b>TOTAL M&amp;O TAXES LEVIED</b>		\$ 10,070,281	\$ 10,664,741	\$ 12,040,507	\$ 12,178,562	\$ 12,763,895	\$ 12,999,505
	Net Tax \$ Increase		\$431,443	\$594,460	\$1,375,767	\$ 138,055	\$ 585,333	\$ 235,610
	Net Tax % Increase		4.48%	5.90%	12.90%	1.15%	4.81%	1.85%



## DAWSON COUNTY ANNOUNCEMENT AND ADVERTISEMENT REQUEST

<b>Submitting Department:</b>	BOC	<b>Department contact name:</b>	Kristen Cloud
<b>Submittal Date:</b>	07.16.2021	<b>Run Dates:</b>	07.21.2021
<b>AD Description :</b>	Notice of Public Hearing	<b>Section of Paper:</b>	Legals
<b>Name of Paper:</b>	Dawson County News	<b>Do you want your ad online:</b>	Yes
<p><b>Public Notice:</b></p> <p>The Dawson County Board of Commissioners announces its intention to rollback the current millage rate of 7.885 to the full rollback rate of 7.625. The board will hear public input in regards to the 2021 Millage Rate and Property Tax at its meeting at 4 p.m. August 5, 2021, at the Dawson County Government Center, Assembly Room 2303, located at 25 Justice Way, Dawsonville, Georgia. Millage adoption will be considered at the board's meeting at 6 p.m. August 5, 2021.</p> <p>If you have any questions or concerns regarding this or need special accommodations, please contact County Clerk Kristen Cloud at 706-344-3501, ext. 42235. All interested parties are invited to attend and be heard.</p>			
<b>Department Head Approval:</b>			