

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, FEBRUARY 15, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF MINUTES

- [1.](#) Minutes of the Work Session held on February 1, 2024
- [2.](#) Minutes of the Voting Session held on February 1, 2024

E. APPROVAL OF AGENDA

F. PUBLIC COMMENT

G. CONSENT AGENDA

- [1.](#) Renewal of a Statewide Mutual Aid Agreement
- [2.](#) COVID Employee Leave Policy Change Recommendation
- [3.](#) Board Appointments:
 - a. EMS Advisory Council**
 - i. Justin Mitchell- *reappointment* (Term: Through June 2025)
 - ii. Johnny Irvin- *replacing Bridget Rigby* (Term: Through June 2024)

H. ZONING

- [1.](#) [ZA 23-10](#) - Dawson County on behalf of Chestatee Development requests to amend zoning stipulations for the East Harbor portion of the Chestatee on Lanier development, TMP 118-008.

I. PUBLIC COMMENT

J. ADJOURNMENT

****An Executive Session may follow the Voting Session meeting.***

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

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – THURSDAY, FEBRUARY 1, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond (via teleconference); Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

NEW BUSINESS

1. Presentation of Renewal of a Statewide Mutual Aid Agreement- Emergency Services Director Troy Leist
This item will be placed on the February 15, 2024, Voting Session Agenda.
2. Presentation of COVID Employee Leave Policy Change Recommendation- County Manager Joey Leverette
This item will be placed on the February 15, 2024, Voting Session Agenda.
3. Presentation of a Resolution to Clarify and Restate the Terms of Office for Members of the Board of Tax Assessors- County Attorney Angela Davis
This item will be added to the February 1, 2024, Voting Session Agenda.
4. Presentation of Board Appointments:
 - a. **EMS Advisory Council**
 - i. Justin Mitchell- *reappointment* (Term: Through June 2025)
 - ii. Johnny Irvin- *replacing Bridget Rigby* (Term: Through June 2024)*This item will be placed on the February 15, 2024, Voting Session Agenda.*
5. County Manager Report
This item was for information only.
6. County Attorney Report
County Attorney Davis had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – THURSDAY, FEBRUARY 1, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond (via teleconference); Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

INVOCATION AND PLEDGE OF ALLEGIANCE: Vice Chairman Gaines

ANNOUNCEMENTS:

Vice Chairman Gaines thanked the county manager and senior staff members for their work and participation at a recent Board of Commissioners Planning Workshop.

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on January 18, 2024. Stowers/Bruce

Motion passed 4-0 to approve the Minutes of the Voting Session held on January 18, 2024. Dooley/Bruce

Motion passed 4-0 to approve the Minutes of the Planning Workshop held on January 25-26, 2024. Stowers/Dooley

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda with the following change:

- Addition of No. 2 under New Business:
 - A Resolution to Clarify and Restate the Terms of Office for Members of the Board of Tax Assessors

Stowers/Bruce

PUBLIC COMMENT:

None

CONSENT AGENDA:

- Family Connection 2024 Fiscal Agent Request
- Move Forward to a Public Hearing Concerning a Proposed Amendment to Chapter 109, Environment and Natural Resources of the County Code to Provide for a Reservoir Protection District
- Move Forward to Public Hearings Concerning Proposed Ordinance Amendments to Provide for an Entertainment District (Noise, Alcohol, Health/Foodservice, and Land Use)

Motion passed 4-0 to approve the Consent Agenda. Gaines/Stowers

NEW BUSINESS:

Consideration of a Resolution to Proceed with an Update to Speed Zones in Dawson County and Submit to the Georgia Department of Transportation for Review

Motion passed 4-0 to approve a Resolution to Proceed with an Update to Speed Zones in Dawson County and Submit to the Georgia Department of Transportation for Review. Bruce/Dooley

Consideration of a Resolution to Clarify and Restate the Terms of Office for Members of the Board of Tax Assessors

Motion passed 4-0 to approve a Resolution to Clarify and Restate the Terms of Office for Members of the Board of Tax Assessors. Dooley/Bruce

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss real estate. Stowers/Bruce

Motion passed 3-0 to come out of Executive Session. Stowers/Dooley

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Emergency Services

Department: _____

Work Session: February 1, 2024

Prepared By: Troy Leist

Voting Session: February 15, 2024

Presenter: Troy Leist

Public Hearing: Yes _____ No X

Agenda Item Title: Renewal of a Statewide Mutual Aid Agreement

Background Information:

Mutual aid is the foundation to a rapid, coordinated and standardized response to emergencies. When disaster strikes, mutual aid may become necessary as most organizations may not be able to mitigate all emergencies on their own. The county has consistently participated in this agreement and it is an important link in response and recovery.

Current Information:

Dawson County's current Statewide Mutual Aid agreement is set to expire March 1, 2024. This agreement is vital to ensure the county can receive expedited assistance in our time of need. Furthermore, the agreement also makes the county available to help our neighbors in their time of need.

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: 1/23/24

County Manager Authorization: JSL

Date: 1-24-24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

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Statewide Mutual Aid Agreement (SWMAA)

FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

	Date:_____/_____/_____
Chief Executive Officer - Signature	

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for_____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date:_____/_____/_____

Chief Executive Officer – Print Name



Joey Leverette
County Manager

DAWSON COUNTY BOARD OF COMMISSIONERS OFFICE OF THE COUNTY MANAGER

MEMORANDUM

TO: Board of Commissioners

FROM: County Manager Joey Leverette

RE: Sun-setting Covid Leave

DATE: January 18, 2024

In late 2020/early 2021, the Dawson County Board Commissioners enacted a new policy granting up to 80 hours (or 10 work days) of paid COVID leave for employees who tested positive for the virus. The funding source for the COVID leave was the American Rescue Plan Act ("ARPA") funds allocated to local governments.

In 2021, a vaccine for COVID became widely available in the United States. In May 2023, the World Health Organization (WHO) and the U.S. Department of Health and Human Services (HHS) officially declared an end to the COVID-19 pandemic. Likewise, the Centers for Disease Control (CDC) has changed recommendations for self-quarantine when a person is infected by COVID. Currently, the recommendation is 5 days of self-quarantine to prevent the spread of the virus.

Dawson County has experienced an overall decline in first-time positive COVID cases amongst its employees. Therefore, I recommend, after conferring with the Human Resources director and the Emergency Management Agency director, that the Board of Commissioners considers sun-setting (eliminating) the policy granting paid COVID leave for county employees effective April 1, 2024.

Thank you for your consideration.

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Georgia EMS Advisory Council

Name Justin Mitchell, Division Chief

Home Address _____

City, State, Zip Hiawassee, GA 30546

Mailing Address (if different) 393 Memory Lane

City, State, Zip Dawsonville, GA 30534

Telephone Number 44506 **Alternate Number** _____

Fax Telephone Number _____

E-Mail Address jmittell@dawsoncountyga.gov

Additional information you would like to provide:

Signature _____

Justin Mitchell

Date 1/23/24

Please note: Submission of this application does not guarantee an appointment.

Return to:

**Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3504
kcloud@dawsoncountyga.gov**

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Georgia EMS Advisory Council

Name Johnny Irvin, Division Chief

Home Address _____

City, State, Zip _____

Mailing Address (if different) 393 Memory Lane

City, State, Zip Dawsonville, GA 30534

Telephone Number 44506 **Alternate Number** _____

Fax Telephone Number _____

E-Mail Address jirvin@dawsoncountyga.gov

Additional information you would like to provide:

Signature [Signature] **Date** 1-23-21

Please note: Submission of this application does not guarantee an appointment.

Return to: **Dawson County Board of Commissioners**
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3504
kcloud@dawsoncountyga.gov



ZA 23-10
Board of Commissioners Hearing February 15, 2024

Applicant Proposal

The County is seeking to amend zoning stipulations associated with the Chestatee Master Plan Update that was approved by the Board of Commissioners on January 22nd 2009. These stipulations would pertain to the portions of Chestatee on Lanier known as East Harbor and Creekside that are currently under development.

Applicant	Dawson County obo Chestatee on Lanier
Amendment #	ZA 23-10
Request	Amend zoning stipulations
Proposed Use	To clarify previously approved stipulations
Current Zoning	Residential Planned Community
Character Area Designation	Lanier
Location	Chestatee On Lanier
Commercial Square footage	n/a
Road Classification	private
Tax Parcel	118-008
Dawson Trail Segment	n/a
Commission District	3
DRI	No
Planning Commission Recommendation	n/a

Direction	Existing Zoning	Existing Use
North	VCR	Single Family Residential
South	VCR	Single Family Residential
East	VCR	Single Family Residential
West	R-A	Vacant Land

According to the Comprehensive Plan and corresponding Character Area, this area is recognized as Lanier. Constructed by the U.S. Army Corps of Engineers in the 1950s, Lake Lanier is a multi-purpose lake authorized for flood protection, power production, water supply, navigation, recreation, and fish and wildlife management. The Lanier character area comprises property adjacent to or near the county’s 47 miles of Lake Lanier shoreline. In the 1970s, people building weekend cabins and second homes developed the lake’s northwestern shore. Many of these structures have been modernized, expanded, or upgraded since. The Lanier character area is comprised almost exclusively of detached, single-family housing and conservation land protected by the U.S. Army Corps of Engineers (USACE). Housing here is predominantly in older, established communities along Lake Lanier—residential uses vary wildly in age, size, and character. With few exceptions, these areas are not served by sewer service; however, central water is available. With about 12 million visitors last year, Lake Lanier is one of the nation’s most-visited USACE-built lakes.

Land Uses: Residential Uses, Places of Worship, Small scale agriculture, Public Parks, Existing commercial

Zoning District: Lake Front Residential (RL), Residential Sub-Rural (RSR), Residential Rural Estate (RRE), Residential Suburban (RS), Commercial Rural Business (C-RB)

Recommended Stipulations:

1. Ashton Woods agrees that all garages will be two-stall/two separate doors. Garage doors shall have the appearance of wood doors from the street – Including to have hardware, windows (in some homes elevation specific but not all garage doors require windows), and shall be colonial or traditional style garage doors.
2. Aston Woods agrees to provide round downspouts for all homes. Gutters are not required to be ½ round gutters.
3. Ashton Woods agrees to provide an overhang/trellis over the garages for some portions of the homes in order to provide varying aesthetics to the garages of the homes. These elements should be specific to elevations as to avoid monotony throughout the community. Not every home will be required to have a trellis/shed roof above the garage.
4. Ashton Woods agrees to provide a variety of material/roofing types (including metal as an option) to front porches roof overhangs in order to provide varying aesthetics of the homes.
5. Aston Woods shall Incorporate a variety of materials on front porches. Acceptable materials are, brick, stone, slate, tile or wood, no concrete.
6. Aston Woods will provide a written copy of our monotony code.
7. Ashton Woods agrees to provide front yard underground irrigation to all homes, and offer irrigation options for rear/side yard.
8. Ashton Homes shall provide screening to outside A/C compressors/heat pumps with shrubs/bushes at all homes.
9. Front doors, provided by Ashton Homes, cannot be made of metal and cannot be blank.
10. Ashton Woods shall add windows to the sides of homes plan specific. All windows on the fronts of homes to be simulated divided light. For elevations with shutters, shutters will be wood with hardware.
11. Ashton Woods to provide three (3) landscaping plans (for home sites) to avoid monotonous front yards.
12. Ashton Woods agrees to install the same style of street lights as the existing street lights in Chestatee. This additional expense will be absorbed by Ashton Woods. It is understood that there is a long lead time to get the specific streets lights, and temporary street lights of a different style may need to be installed for a period of time during the construction phase.
13. Ashton Woods agrees to install bushes/shrubs around the community mailbox (kiosk) area as a screening. The number of shrubs is to be determined by the space available in this area. (near the barricades)
14. Sidewalk and driveway appearance (colored black dyed) shall be consistent with the broader Chestatee community.

Photo of Public Notice:





February 9, 2024

VIA ELECTRONIC MAIL

Dawson County Board of Commissioners

Attn: Billy Thurmon, Chairman – chairman@dawsoncountyga.gov
Seth Stowers – District 1 Commissioner – district1@dawsoncountyga.gov
Chris Gaines – District 2 Commissioner – district2@dawsoncountyga.gov
Alexa Bruce – District 3 Commissioner – district3@dawsoncountyga.gov
Emory Dooley – District 4 Commissioner – district4@dawsoncountyga.gov
Joey S. Leverette, County Manager – jleverette@dawsoncountyga.gov
Sharon Farrell – Planning & Development Director – sfarrell@dawsoncountyga.gov
Angela E. Davis, Esq. – County Attorney – adavis@jarrard-davis.com

**NOTICE OF RESERVATION OF CONSTITUTIONAL
AND OTHER LEGAL RIGHTS**

Property Owner: Ashton Atlanta Residential, LLC d/b/a Ashton Woods

Subject Property: East Harbor portion of Chestatee on Lanier - Tax Map & Parcel # 118-008

Applicant: Dawson County on behalf of Chestatee on Lanier

Application: ZA 23-10 – Amendment of Zoning Stipulations Applicable to Chestatee – East Harbor

Dear Commissioners:

My law firm is representing Ashton Atlanta Residential, LLC d/b/a Ashton Woods (“Ashton Woods”), which owns the Subject Property, in connection with its efforts to complete the build-out of homes located on the Subject Property.

This Notice of Reservation of Constitutional and Other Legal Rights (“Notice”) is being filed in connection with the above-referenced Application and I respectfully ask that this Notice be included as a part of said Application.



The purpose of the Application is to provide the Dawson County Board of Commissioners (“BOC”) with the opportunity to impose the Zoning Stipulations set forth herein on the Subject Property. These Zoning Stipulations have been previously agreed to between Ashton Woods and the Chestatee Community Association, Inc. (also commonly known as “Chestatee POA”). The Zoning Stipulations are:

1. Ashton Woods agrees that all garages will be two-stall/two separate doors. Garage doors shall have the appearance of wood doors from the street – Including to have hardware, windows (in some homes elevation specific but not all garage doors require windows), and shall be colonial or traditional style garage doors.
2. Aston Woods agrees to provide round downspouts for all homes. Gutters are not required to be ½ round gutters.
3. Ashton Woods agrees to provide an overhang/trellis over the garages for some portions of the homes in order to provide varying aesthetics to the garages of the homes. These elements should be specific to elevations as to avoid monotony throughout the community. Not every home will be required to have a trellis/shed roof above the garage.
4. Ashton Woods agrees to provide a variety of material/roofing types (including metal as an option) to front porches roof overhangs in order to provide varying aesthetics of the homes.
5. Aston Woods shall Incorporate a variety of materials on front porches. Acceptable materials are, brick, stone, slate, tile or wood, no concrete.
6. Aston Woods will provide a written copy of our monotony code.
7. Ashton Woods agrees to provide front yard underground irrigation to all homes, and offer irrigation options for rear/side yard.
8. Ashton Homes shall provide screening to outside A/C compressors/heat pumps with shrubs/bushes at all homes.
9. Front doors, provided by Ashton Homes, cannot be made of metal and cannot be blank.
10. Ashton Woods shall add windows to the sides of homes plan specific. All windows on the fronts of homes to be simulated divided light. For elevations with shutters, shutters will be wood with hardware.
11. Ashton Woods to provide three (3) landscaping plans (for home sites) to avoid monotonous front yards.



12. Ashton Woods agrees to install the same style of street lights as the existing street lights in Chestatee. This additional expense will be absorbed by Ashton Woods. It is understood that there is a long lead time to get the specific streets lights, and temporary street lights of a different style may need to be installed for a period of time during the construction phase.
13. Ashton Woods agrees to install bushes/shrubs around the community mailbox (kiosk) area as a screening. The number of shrubs is to be determined by the space available in this area. (near the barricades).

This Notice is intended to put Dawson County, the BOC and all other officials, employees and contractors employed by Dawson County on notice of the Property Owner's assertion and reservation of its constitutional and other legal rights regarding the above-referenced Application, as well as any other approvals or actions by the County that are necessary to allow the Property Owner to complete construction of all homes planned to be built on the Subject Property.

Any deviation by the BOC from the above-referenced Zoning Stipulations, including but not limited to, the imposition of any additional conditions, restrictions, architectural controls or other requirements will constitute a violation of the Property Owner's constitutional rights as set forth hereinbelow.

Failure to approve the Application and the Zoning Stipulations as requested herein will constitute a violation of the Property Owner's right to due process in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States. Furthermore, should a public or evidentiary hearing be held in connection with the Application, the Property Owner objects to the standing of any opponents who are not owners of land adjoining the Subject Property and to the consideration by the BOC of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Property Owner also objects to the consideration of testimony or evidence that is hearsay, violates any applicable rules of procedure or evidence, or that is presented by any party who fails to comply with notice and campaign disclosure requirements.

Failure to approve the Application and the Zoning Stipulations as requested herein will impose a disproportionate hardship on the Property Owner without benefiting any surrounding property owners. There is no reasonable use of the Subject Property other than as proposed in the Application, and there is no resulting benefit to the public from changes to the Zoning Stipulations set forth herein and in the Application.



Any provisions in the Dawson County Unified Development Code or any other County Code or Ordinance that purport to impose regulatory standards or restrictions on the Subject Property that differ from those set forth in the Application, including any provisions that may reduce the Subject Property's density or intensity to a degree or level that is less than that requested by Ashton Woods are unconstitutional in that they constitute a taking of Ashton Woods' property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States. Furthermore, any attempt to impose or enforce any such unlawful provisions, standards or restrictions on the Subject Property will result in severe financial harm to the Property Owner and subject the County to potential monetary liability.

Failure to approve the Application and the Zoning Stipulations as set forth herein will constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

Failure to approve the agreed upon Zoning Stipulations set forth herein and in the Application as presented will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Property Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

The BOC cannot lawfully impose more restrictive standards on the Subject Property's development than are presently contemplated in the Application and the Zoning Stipulations set forth herein. To do so not only will constitute a taking of the Subject Property as set forth above, but it will also amount to an unlawful delegation of authority in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any conditions or other restrictions imposed on the Subject Property without the consent of the Property Owner are invalid and void to the extent that they seek to alter or impose additional requirements that are not currently contemplated in the Application and the Zoning Stipulations set forth herein. As such, the Property Owner reserves the right to challenge any such conditions or restrictions.

Failure to approve the Application and Zoning Stipulations set forth herein, or any attempt to impose or enforce regulations or performance standards that differ from those contained in the



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Zoning Stipulations will violate the Property Owner's vested rights in violation of Article I, Section I, Paragraph X of the Georgia Constitution of 1983, as amended.

Finally, the Property Owner asserts that the County's Unified Development Code and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Application and the Zoning Stipulations set forth herein would be based upon provisions illegally adopted, and will deprive the Property Owner of due process under the law.

Sincerely,



Joshua A. Scoggins

Attorney for Ashton Atlanta
Residential, LLC