

DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, APRIL 18, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM

UNFINISHED BUSINESS

1. Discussion of Property Maintenance Ordinance Review- County Manager Joey Leverette / Planning & Development Director Sharon Farrell (*Last discussed on January 26, 2024, during a BOC Planning Workshop and at the October 19, 2023, Work Session. A moratorium was extended at the May 18, 2023, Voting Session concerning the Property Maintenance Ordinance, pausing the enforcement of the Property Maintenance Ordinance and any related or similar provision in the Litter Control and Solid Waste Management Ordinance until such time that a revision of the Property Maintenance Ordinance is completed and a public hearing is advertised and held concerning a revised Property Maintenance Ordinance.*)

NEW BUSINESS

1. Presentation of Application for Parade & Assembly – 4-H Rabies Clinic- Extension Coordinator Clark MacAllister
2. Informational Presentation Related to Tax Software Upgrade Needs and Funding Needs Related to Proposed Homestead Exemption Changes and Possible Future Special Ad Valorem Tax Districts to Fund Capital (Roadway) Improvement Projects- Tax Commissioner Nicole Stewart / Chief Appraiser Elaine Garrett
3. Presentation of Acceptance of Trauma Grant- Emergency Services Division Chief of Administration and EMS Justin Mitchell
4. Presentation of Board Authorization to Enter into Agreement for the Mutual Exchange of Real Property and to Acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080-022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry
5. Presentation of Request for Fuel Center Updates- Fleet Services Director Shannon Harben
6. Presentation of Agreement Between Dawson County and Georgia Mountains Regional Commission for Services Associated with the Preparation and Submittal of a Community Development Block Grant for a Health Department- Chairman Billy Thurmond
7. County Manager Report
8. County Attorney Report

***A Voting Session meeting will immediately follow the Work 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.

AN ORDINANCE OF THE DAWSON COUNTY BOARD OF COMMISSIONERS REGARDING THE ADOPTION OF NEW CHAPTER 44 OF THE DAWSON COUNTY CODE CONCERNING PROPERTY MAINTENANCE; 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 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, 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, O.C.G.A. § 41-2-7 authorizes counties to counties to adopt ordinances relating to the dwellings, buildings, structures or property within such county which are unfit for human habitation or commercial, industrial, or business uses and not in compliance with applicable codes, which are vacant and being used in connection with the commission of criminal activity, or which constitute an endangerment to the public health or safety as a result of unsanitary or unsafe conditions; and,

WHEREAS, the Board of Commissioners of Dawson County has determined that it is in the public interest to adopt an ordinance concerning property maintenance.

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

SECTION 1.

Chapter 44 of the Code of Dawson County, Georgia, entitled “Property Maintenance Ordinance,” contained in Exhibit “A,” attached hereto, and incorporated by specific reference is adopted.

SECTION 2.

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 3.

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

SECTION 4.

This Ordinance shall become effective upon adoption, the public good demanding the same.

SO ORDAINED this ____ day of _____, 2022.

Dawson County Board of Commissioners

Billy Thurmond, Chairman

Sharon Fausett, Member

Chris Gaines, Member

Tim Satterfield, Member

Emory Dooley, Member

Attest:

By: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

CHAPTER 44: PROPERTY MAINTENANCE ORDINANCE

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<u>44-8.</u>	<u>Stagnant Water</u>
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<u>44-13.</u>	<u>Graffiti</u>
<u>44-14.</u>	<u>Tenant Responsibility for Maintenance</u>
<u>44-15.</u>	<u>Owner Responsibility for Maintenance</u>
<u>44-16.</u>	<u>Maintenance of Real Property After Casualty Damage</u>
<u>44-17.</u>	<u>Vermin Infestation Control</u>
<u>44-18.</u>	<u>Unfit Dwellings or Buildings</u>
<u>44-19.</u>	<u>Enforcement</u>
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44-1. TITLE

The title of this Ordinance shall be known and may be cited as "The Dawson County Property Maintenance Ordinance."

44-2. PURPOSES

- (A) The Board of Commissioners of Dawson County finds that there are a number of residential and nonresidential properties in Dawson County that are poorly maintained and neglected by their owners. These properties adversely affect citizens who own or occupy nearby buildings ~~and dwellings by lowering property values and rental values and~~ by creating public health and safety problems.
- (B) These adverse effects also increase the incidence of illegal habitation, vandalism, criminal activity, and fire. The Board of Commissioners finds that the elimination and prevention of these conditions is necessary and is in the best interest of the county and its citizens.
- (C) Additionally, the Board of Commissioners finds that in Dawson County there is the existence or occupancy of dwellings or other buildings or structures which are unfit for human habitation, or for commercial, industrial, or business occupancy or use, and are inimical to the welfare and are dangerous and injurious to the health, safety, and welfare of the citizens of Dawson County. The Board of Commissioners finds that it is necessary and in the best interest of the county and its citizens to utilize the authority granted to the

county by O.C.G.A. § 41-2-7, et seq., to adopt this ordinance and to repair, close, seize, or demolish and remove unfit dwellings or structures.

44-3. SCOPE AND APPLICABILITY

This Chapter shall apply to all commercial, office, industrial, multifamily, and single-family residential structures and properties, and any person owning, occupying, managing, or controlling any such property in Dawson County. This Chapter shall constitute the minimum requirements and standards for existing structures and property, as well as any future construction.

- (A) Every property (including unimproved lots) and every building, dwelling or structure in the unincorporated area of the county, whether occupied or vacant, shall conform to the requirements of this Chapter, regardless of when such building, dwelling or structure may have been constructed, altered, or repaired. When a building, dwelling or structure is vacant, the owner, immediately upon vacating, shall ensure that the property is free of trash and debris, and that the dwelling or structure is secured in a closed and inaccessible manner until reoccupied, and continue maintaining the exterior of the property in compliance with this Chapter.
- (B) Certain provisions of this Chapter may not be mandatory for existing buildings, dwellings or structures designated by the state or the county as historic buildings when such buildings, dwellings or structures are judged by the applicable Public Official to be safe and in the public interest of health, safety, and welfare.
- (C) Where parking in open areas is used jointly for the benefit of two or more owners or tenants, the responsibility for maintaining these parking areas in compliance with this Chapter shall be the joint and shared responsibility of the owners and tenants.

44-4. DEFINITIONS

Terms not defined herein shall have their meaning as defined in the Dawson County Zoning Ordinance, the development regulations, building codes, and any other applicable portion of the Dawson County Code of Ordinances, or in the absence of such definition, words shall have their common dictionary meaning. Whenever the words "dwelling unit," "dwelling room," "property," "building," "rooming house," "rooming unit," or "story" are stated in this Chapter, they shall be construed as though they were followed by the words "or any part thereof." The following words, terms, and phrases, when used in this Chapter, shall have the meaning ascribed to them in this Chapter, except where the context clearly indicates a different meaning:

Authorized litter receptacle means a litter storage and/or collection receptacle as defined or required by this Chapter.

Building means any structure upon a property, presently or formerly used, or intended to be used in whole or in part for residential uses or the purpose of commerce, trade, manufacture, business, government, worship, education, office, medical, storage, or any other purpose.

Building Inspector means any employee of Dawson County whose responsibilities include enforcement of the provisions of this Chapter.

Building Official means the official or other designated authority charged by the county board of commissioners with the administration and enforcement of the state minimum codes and all other building related codes within the county.

Certified Mail means that class or type of mail designated by the U.S. Postal Service as "certified mail" and also includes the class or type of mail designated as "registered mail" and "registered mail, return receipt requested".

Commercial building or establishment means any structure, whether public or private, presently or formerly intended for occupancy, for transaction of business, for rendering professional service, for amusement, for the display, sale, or storage of goods, wares, or merchandise, or for the performance of work or labor, including hotels, apartment buildings, rooming houses, office buildings, public buildings, stores, theatres, markets, restaurants, grain elevators, abattoirs, warehouses, workshops, factories, and all outhouses, sheds, barns, and other structures on property used for business purposes.

Commercial, industrial, or heavy vehicle or equipment means any of the following:

- (a) Any vehicle with more than two axles; or
- (b) Any vehicle exceeding a gross vehicle weight rating of 20,000 pounds; or
- (c) Any bulldozer, tractor/backhoe, or similar heavy construction or farm equipment.
- (d) This definition shall not apply to school buses as that term is defined herein.

Compost pile means plant debris, soil and other putrescible wastes stacked so as to encourage rapid decomposition for the ultimate use as plant fertilizer.

Condemned means any structure on a property which has been determined and noticed by the Public Official to be structurally unsound and unsafe for habitation, unsanitary due to sewer malfunctions, polluted water, or insect or vermin infestations, or otherwise determined to be uninhabitable for any other health or safety reasons.

County means Dawson County, Georgia.

Court means a court of competent jurisdiction.

Demolish means to destroy a building and to remove all resultant debris and waste materials from the lot on which the building stood.

Deteriorate, Deterioration or deteriorated means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable, or unsuitable for its intended use, including, but not limited to the advanced stage of rot, rust, mold, insect, rodent, or vermin infestation or destruction.

Dumpster means a container for the disposal of litter of a capacity of at least ten cubic yards and not more than 30 cubic yards. The use of this term is generic and does not refer to a bulk container manufactured by a specific manufacturer.

Dwelling means a building that contains one or more dwelling units, intended, or designed to be used, rented, leased, let, or hired out to be occupied for living purposes, including single-family, duplex, and multifamily residential buildings, rooming and boarding houses, fraternities, sororities, dormitories, manufactured homes, and industrialized home, but not including, hotels and motels.

Dwelling unit – single family means a single unit providing complete independent living facilities for a single family as defined in this Chapter and any other applicable Dawson County ordinances, including provisions for living, sleeping, eating, cooking, and sanitation, designed for the exclusive use of a family maintaining a household.

Dwelling unit – multiple family means any dwelling containing more than two dwelling units.

Emergency means a condition which is a violation of this Chapter, and which constitutes an imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damaging of real or personal property.

Exterior property means open space on the property and on any adjoining property under the control of the same owners or operators of such property.

Extermination means the control or eradication of insects, vermin, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping, or by any other recognized and legal elimination methods.

Family means an individual, or two or more persons related by blood, marriage, adoption or guardianship, or a group of not more than four unrelated persons, occupying a single dwelling unit; provided however that a domestic servant employed full-time on the premises may be housed on the premises without being counted as a separate family or families. The term "family" does not include any organization or institutional group.

Garbage means Waste, Household Trash, Refuse, Hazardous Refuse, Rubbish, Trash, Debris, Litter, Vegetative Debris, Weeds, Yard Trimmings, Industrial Waste, or any derivations thereof, which means any organic or inorganic items, in any physical state or makeup or of any chemical composition, whether hazardous or nonhazardous or noxious or innocuous, that have been discarded.

Garbage bag means a plastic, or other similar nonporous materials, bag or sack designed specifically to contain garbage or household trash in a secure, airtight manner. Such bags shall also include suitable means of closure to ensure that the material contained therein is not exposed to the outside air.

Graffiti means images or letters scratched, scrawled, painted, or marked in any manner on property, which is unsightly and unwanted by the property's owner or occupant.

Handbill means any printed or written matter any sample, device, dodger, circular, leaflet, sampler, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copy of any matter of literature, political or nonpolitical, for profit or nonprofit, for commercial or noncommercial purposes not included in the definitions of "newspaper," except the word "handbill" shall not include any notice or any document relating to legal proceedings, court proceedings, or action of any government agency, including Dawson County.

Hazardous means a condition which is a violation of this Chapter and which the applicable Public Officer has determined to be likely to result in the death, injury, or illness of a human or likely to result in severe damage to real or personal property.

Hazardous waste means materials such as poison, acids, caustics, chemicals, infected materials, offal, fecal matter, and explosives, or such other items that may be deemed to be hazardous waste under state or federal law.

Heavy vehicle or equipment. See "commercial, industrial or heavy vehicles or equipment," defined herein.

Household trash means every waste accumulation of paper, sweepings, dust, rags, bottles, cans, or other matter of any kind, other than garbage, which is usually attendant to housekeeping.

Industrial Waste means solid waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated under Part 1 of Article 3 of the Georgia Hazardous Waste Management Act. (O.C.G.A. § 12-8-60 et seq.). Such waste includes, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer and agricultural chemicals; food and related products and by-products; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals; plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Infestation means the presence of insects, rodents, vermin, or other pests within or contiguous to a structure or property.

~~*Inoperable or Junk vehicle* means any automobile, Vehicle of any type, including, but not limited to, all terrain vehicle ("ATV"), moped, motorcycle, or four-wheeler, a trailer of any type, or any parts of any such automobile, vehicle, or trailer, which remains in place for more than seven (7) days as follows:~~

- ~~(a) Is in inoperative or junk condition by reason of its having been wrecked, dismantled, abandoned, or discarded; or~~
- ~~(b) Which does not have a valid license plate where required; and/or~~

~~(c) Where it is incapable of movement by its own power.~~

~~Inoperable or Junk marine vessel means any vessel or Vehicle that is designed for use on the water, including, but not limited to, any boat, marine vessel of any type, including, but not limited to, personal watercraft, trailer for the movement of, or any parts of any such boat, marine vessel, or trailer, which remains in place for more than seven (7) days as follows:~~

- ~~(a) Is in inoperative or junk condition by reason of its having been wrecked, dismantled, abandoned, or discarded; or~~
- ~~(b) Which does not have a valid vessel registration where required; and/or~~
- ~~(c) Where it is incapable of movement by its own power.~~

Intended means:

- (a) The purpose, operation, and/or arrangement for which something has been designed or built; or
- (b) The purpose, operation, and/or arrangement for which something is currently safely and legally being used.

Interested parties means:

- (a) Owner;
- (b) Those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the title standards of the State Bar of Georgia;
- (c) Those parties having filed a notice in accordance with O.C.G.A. § 48-3-9;
- (d) Any other party having an interest in the property whose identity and address are reasonably ascertainable from the records of the complainant or records maintained in the county courthouse or by the clerk of the court. Interested parties shall not include the holder of the benefit or burden of an easement or right-of-way whose interest is properly recorded, which interest shall remain unaffected; and
- (e) Persons in possession of said property and premises.

Junk means any used and discarded or abandoned materials or articles including, but not limited to, ~~Junk or Inoperable Vehicles, Junk or Inoperable Marine Vessels, trailers~~, machinery, equipment, appliances, house furnishings, furniture, including, but not limited to, mattresses, box springs, bed frames, couches, and chairs, structures, recreational equipment, ~~building materials~~ and debris, vehicle parts, marine and vessel parts, rimless tires, scrap, and parts and any other article or material which has been discarded and is not generally useable for the purpose for which it was manufactured.

~~*Junkyard* means land on which Junk, two or more Inoperable or Junk Vehicles or Inoperable or Abandoned Marine Vessels are parked, standing, or allowed to remain.~~

Litter means all garbage, refuse, waste materials, ~~sand, gravel~~, slag, brickbats, rubbish, tin cans, trash, debris, dead animals or any other discarded, used, or unconsumed substance, which is not handled in accordance with the provisions of this Chapter.

Litter receptacle means a container for the disposal of litter of not more than 60-gallon capacity; provided that garbage containers or other waste containers serving single-family or multifamily residences are not included in this definition.

Marshal's Office means the person or persons authorized by the Board of Commissioners to issue citations to violators of this Chapter.

Maintenance means the act of keeping property and structures in good repair, in proper condition to prevent the deterioration or failure thereof, structurally sound, and free from rubbish, garbage, infestation, and other debris. The property should be kept so that it is not conducive to the harboring or breeding of reptiles, rodents, mosquitos, or insects.

Newspaper means any newspaper of general circulation, any newspaper duly entered with the U. S. Postal Service Department of the United States in accordance with federal statute or regulation, and, in addition thereto, means and includes any periodical or magazine regularly published with not less than four issues per year and sold or distributed to the public.

Nonresidential structure means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, and living space or sleeping space for one or more human beings, either permanently or transiently.

Noxious weed means any plant designated by federal, state or local government officials as injurious to public health, agriculture, recreation, wildlife or property.

Occupant means any person, over one year of age, living or having actual possession of a dwelling unit.

Operator means any person who has charge, care or control of a dwelling, building, or structure, or part thereof, in which dwelling units are let.

Owner means any person, firm, corporation, or entity who, alone or jointly or severally with others:

- (a) Has legal title to any property, dwelling, dwelling unit, building, or structure, with or without accompanying actual possession thereof; or
- (b) Has charge, care or control of any property, dwelling, dwelling unit, building, or structure, as owner or agent of the owner, prime tenant, real estate agent, mortgagor, bank, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this Chapter to the same extent as the owner.

Park means a park, reservation, playground, beach, recreation center, or any other public area in Dawson County, owned or used by Dawson County, and devoted to active or passive recreation.

Parking Lot means

- (a) an area, whether paved or unpaved, designated, reserved or used for the reserved parking of motor vehicles, excluding street parking, which has more than 10 parking spaces or can accommodate more than 10 parked vehicles;
- (b) any commercial parking lot or garage; and
- (c) the driveway, drive-through, parking spaces or other paved areas adjacent to convenience stores, gas stations, restaurants and other retail establishments.

Premises means a lot, plot or parcel of land including any structures thereon.

Property means any lot, unit, or parcel of land inclusive of any dwelling, building, structure, or improvements located thereon. This also includes vacant lots that do not have any dwelling, building, structure, or improvement located thereon.

Public authority means any housing authority officer or any officer who is in charge of any department or branch of the government of the county or state relating to health, fire, or building regulations or to other activities concerning dwellings, buildings, or structures in Dawson County.

Public officer means the individuals who are authorized to exercise the powers prescribed by this Ordinance or any agent or designee of such officer or officers. A public officer may be the County Manager, Planning Director, Building Official, Dawson County Environmental Health, the Dawson County Marshal's Office, the Dawson County Fire Marshal's Office and or the Dawson County Sheriff's Office, as applicable.

Public record means deeds, mortgages and other instruments of record relating to land titles.

Recreational vehicle means any vehicular-type unit designed primarily as temporary living quarters for recreational, camping or travel use that either has its own motorized power or is mounted on or drawn by another vehicle. This shall include, but not be limited to, travel trailers, camping trailers, truck campers, and motor homes. This shall also include boats, personal watercraft, wave runners, all-terrain vehicles, trailers of any type, or school buses. Recreational vehicles are not permitted to have attachments such as stairs, steps, handrails, porches, decks, and the like.

Refuse means all decayable and non-decayable solid wastes, except body wastes, including, but not limited to, garbage, rubbish, ashes, residue from street cleaning, and solid market and industrial wastes.

Regular mail means that class of mail designed by the U.S. Postal Service as "first class" mail. Regular mail shall also include post cards and postal cards.

Resident means any person residing in Dawson County on or before the date on which the alleged nuisance arose.

Residential structure means any structure or portion of a structure occupied or intended to be occupied, in whole or in part, for a dwelling, home, residing place, and living space or sleeping space for one or more human beings, either permanently or transiently.

Residential district or *residential property* or *residential-zoned property* means property approved for residential use according to the Dawson County **Zoning Land Use** Ordinance, as it may be amended from time to time.

Responsible person means an owner, operator, and/or a person or persons designated in this Chapter as being responsible for meeting the standards of this Chapter.

Road or *street* shall be mutually inclusive and shall likewise be deemed to include any public or private alley, lane, right-of-way, court, and other thoroughfare, however described or designated.

Rooming house means any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or occupant to three (3), but not more than twenty (20), persons who are not related by genetics, adoption, or marriage.

Rooming unit means any room or group of rooms within a dwelling used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish means combustible and noncombustible waste materials and the term shall include the residue from the burning of wood, coal, and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches or trunks, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust or other similar materials.

Safe means a condition that is not likely to do harm to humans or to real or personal property.

Sanitary means the absence of a condition that is conducive to the spreading of disease or illness, or conducive to harboring vermin.

Scavenge or *scavenging* means any unauthorized or uncontrolled retrieval of discarded garbage or refuse materials.

School bus means any public or private school bus that is being operated as a school bus in Dawson County.

Secure or *Securing* means measures directed by the Public Officer that render the property inaccessible to unauthorized persons including, but not limited to, repairing fences and walls, chaining or padlocking gates, repairing doors, windows, or other openings.

Signature means the handwritten or electronically generated name of a person, or a facsimile thereof found on a document.

Structure means anything constructed or placed upon or within a property which is permanently or temporarily affixed to the property, and which is supported by the ground or another structure,

including but not limited to, garages, carports, sheds, racks, and swimming pools, but not including a currently operable and licensed vehicle, trailer, or recreational vehicle.

Structural alterations mean any change in the supporting structural members of a building such as load-bearing walls, joists, columns, beams, or girders, except repair or replacement of supporting structural members.

Trash means waste materials and items which are not in good repair or are discarded and which are of little or no value, including, but not limited to, plaster, paper, wrappings, plant cuttings, household furnishings, furniture items, including, but not limited to, mattresses, box springs, bed frames, couches, and chairs used ~~or salvaged building materials~~, packing and clothing, appliances, equipment, machinery, or parts thereof, ~~scrap metal, scrap lumber, masonry blocks~~, disassembled vehicle parts or dismantled portions of vehicles.

Unfit for human habitation means designation of dwellings or dwelling units as so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin-infested that such create a serious hazard to the health or safety or which lack illumination, ventilation, or sanitation facilities adequate to protect the health or safety of the occupants or the public and which are condemnable. This term shall specifically include, but not be limited to, dwellings or dwelling units that lack basic sanitation such as connection to public water and sewer or septic necessary for supply of potable water.

Unsafe means a condition that is reasonably likely to do harm to humans or property if not corrected or stopped.

Vehicle means any means of conveyance, whether self-propelled or not, that is designed to travel on the ground or on water or in the air, including, but not limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, go-carts, golf carts, campers, recreational vehicles, boats, personal watercraft, airplanes, train cars, and any means of conveyance which are designed to be pulled by motorized vehicles upon the roadway such as boat trailers, wagons, balers, motorcycle trailers, auto transport trailers, and any other trailer designed to haul specific items attached to vehicles on the roadway.

Vermin means rodents, birds and insects that are destructive of real or personal property or injurious to health.

Vermin control means block sanitation, distribution of poison, and/or the setting of traps or such other methods recommended by a licensed pest control operator, as may be approved to control the rat, rodent, and/or vermin population.

Vermin harborage means any condition under which vermin may find shelter or protection, and shall include any construction or condition, which permits the entrances of vermin into any building.

Vermin-proofing means taking action to prevent the ingress of vermin into business buildings through the exterior walls, ground, or first floors, basements, roofs, sidewalk gratings, sidewalk

openings, foundations, and other places that may be reached and entered by vermin climbing, burrowing, or otherwise.

- (a) The material to be used for rodent-proofing shall include cement concrete, brick masonry laid in cement concrete mortar, sheet metal, 24 or 26-gauge wire cloth of not less than 19-gauge having a mesh not larger than three-eighths of an inch.
- (b) All material for rodent proofing shall be of such strength and thickness as to be impervious to rodent gnawing.
- (c) Windows and other openings for light or ventilation that may be reached or entered by rodents shall be covered with wire cloth screen incorporated in a metal frame conforming to the above gauge and dimensions.
- (d) All exterior doors shall be protected against the gnawing of rodents by the use of materials prescribed above.
- (e) When closed, all exterior doors shall have a maximum clearance between doors, doorsills, and jambs of not exceeding three-eighths of an inch.

Vintage car means a car or light truck more than 20 years old that is in good operating and cosmetic condition ~~or in the process of being restored to good condition.~~

Weeds means active vegetative growth including, but not limited to, kudzu, poison ivy, jimsonweed, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors, or other similar unsightly vegetative growths. This term shall not include cultivated flowers, fruits, vegetables, and gardens.

Yard trimmings means leaves, brush, grass, clippings, shrubs, and tree pruning's, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural and silvicultural operations.

44-5. PROPERTY MAINTENANCE REQUIRED

All property regulated by this Chapter, whether occupied or unoccupied, shall meet or exceed the standards of this Chapter. All property shall be maintained in a manner so as to ensure that the property is not unsafe, uninhabitable, or a nuisance.

44-6. SECURING UNOCCUPIED/VACANT STRUCTURES

- (A) A dwelling, building or structure, or any such part thereof, that is not physically occupied by a person shall be kept secured by the owner against unauthorized entry and water damage. Securing shall further be accomplished by ensuring doors and windows are closed and locked and/or boarding of doors and windows with exterior grade plywood. Securing shall be in a manner which is consistent with the building codes and regulations of Dawson County and as determined by the Building Official, which may include such additional acts of repairs to fences and walls, chaining or padlocking gates, and repairing doors, windows, or other openings.

(B) Alternative Methods of Securing. Notwithstanding subsection (A) of this section, the Building Official may approve alternative methods of securing doors, windows or other openings of any building or structure. In making the determination to approve any alternative method, the Building Official shall consider the aesthetic and other impacts of such method on the immediate neighborhood and the extent to which such method provides adequate and long-term security against the unauthorized entry to the property.

44-7. VACANT NON-RESIDENTIAL STRUCTURES

A non-residential building or non-residential structure that is not occupied for 90 days shall be deemed a vacant non-residential structure and shall be maintained in good repair and comply with applicable laws, codes, and ordinances, including all requirements of this Chapter. Any vacant commercial structure shall conform to the following additional minimum standards:

- (A) A placard 24 inches by 24 inches with a red background, white reflective stripes and a white reflective border shall be placed on the front of the vacant structure and shall be visible from the street. An "X" within the placard shall signify significant structural deficiencies within the building, which will limit firefighting to exterior operations only with entry occurring only for known life hazards;
- (B) All doors and windows and other openings shall be weather-tight and secured against entry by the general public and animals;
- (C) All roof and roof flashings shall be sound and tight so that no rain or other precipitation shall penetrate the structure and shall allow for appropriate drainage so as to prevent deterioration of the interior walls or other interior portions of the structure;
- (D) The structure and all plumbing therein shall be maintained in good repair and be structurally sound; the structure shall be free from rubbish, garbage and other debris;
- (E) Supporting members of the structure shall be capable of bearing both live and dead loads and the foundation walls likewise shall be capable of supporting an appropriate load;
- (F) The exterior of the structure shall be free of loose and rotten materials as well as holes. Any exposed metal, wood or other surface shall be protected from the elements by appropriate weather coating materials (paint or similar treatment);
- (G) All balconies, canopies, signs, metal awnings, stairways, fire escapes or other overhanging extensions shall be in good repair and appropriately anchored. The exposed metal and wood surface of overhanging extensions shall also be protected from the elements against rust or decay by appropriate application of paint or similar weather coating;
- (H) Any accessories or appurtenant structures including, but not limited to, garages, sheds or other storage facilities shall meet the standards set forth herein; and

- (I) Retaining walls, drainage systems, or other structures shall be maintained in good repair and shall be structurally sound. Any existing fence shall be maintained in good repair with gates locked at all times.

44-8. STAGNANT WATER

Stagnant water which has not been chemically treated or is not circulated as to not be conducive to the breeding or harboring of mosquitoes or other insects shall not be permitted or maintained on any property.

44-9. PRIVATE SWIMMING POOLS

Private swimming pools, hot tubs, and spas containing more than 24 inches in depth shall be completely surrounded by a fence or barrier not less than 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches from the gatepost. An existing pool enclosure shall not be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

44-10. OUTDOOR STORAGE

No property owner shall allow outdoor storage of any ~~Inoperable or Junk Vehicle, Inoperable or Junk Marine Vessel~~, junk, trash, garbage, debris, ~~scrap metal, concrete, sand~~, asphalt, cans, bottles, tires, ~~salvage materials~~, boxes, containers, bins, ~~used or~~ damaged lumber, damaged outdoor furniture, household furniture, stoves, refrigerators, freezers or other appliances intended for indoor use, sinks, toilets, cabinets or other household fixtures, yard waste, and/or any other item, whole or in part, regardless of item condition, including ~~but not limited to, rusted, wrecked, junked, dismantled, abandoned, discarded, or inoperable~~, which is not completely enclosed within a building or dwelling and which may become a breeding place for insects, rodents or reptiles, or which may constitute a health, accident or fire hazard, ~~or which creates a blighting or deteriorating effect on the county.~~

This does not apply to any issue that may be existing as a result of the natural and undisturbed state of the property that is free from any act of human conduct. Nothing herein shall preclude the storage of stacked firewood for use on the property. Further, this section shall not apply to construction sites or licensed businesses for which all applicable permits have been issued by the county and such storage is compliant with all other applicable rules and regulations.

44-11. VEGETATION

It shall be unlawful for any person to maintain, cause or allow growth of weeds or grass in excess of 18” (eighteen inches) to grow on any property on which is located a residential dwelling, commercial establishment or vacant commercial property where excessive growth may become a breeding place for insects, rodents or reptiles, or which may constitute a health, accident or fire hazard, or which creates a blighting or deteriorating effect on the county. Noxious weeds shall be prohibited. This does not apply to agriculturally zoned property, property used for agricultural purposes, county-designated green space, or areas existing in their natural, undisturbed state.

In any event, no tree, shrub or other vegetation shall obstruct the safe vision of a sidewalk, drive, or road.

44-12. HEALTH AND SANITATION

All exterior property shall be maintained in a sanitary and safe condition. All exterior property shall be free of trash and garbage to the extent such trash and garbage shall create a breeding place for insects, rodents or reptiles, or which may constitute a health, accident or fire hazard, ~~or which creates a blighting or deteriorating effect on the county.~~ Notwithstanding the foregoing, the composting of vegetative materials is allowed provided that it does not create odors, health hazards, or nuisances.

44-13. GRAFFITI

Any person who causes graffiti to appear on property shall be subject to penalty under this Chapter, as well as all other applicable criminal laws. The owner of the property on which the graffiti appears shall be responsible for removal of the graffiti, whether by cleaning the graffiti off, painting over the graffiti, or otherwise. Failure by the property owner to remove the graffiti within 30 days of written notice to do so by a Public Officer shall constitute a violation of this Chapter by the property owner.

44-14. TENANT RESPONSIBILITY FOR MAINTENANCE

A tenant, in addition to the owner, shall be responsible for complying with the standards of this Chapter on that portion of the property controlled exclusively by the tenant.

44-15. OWNER RESPONSIBILITY FOR MAINTENANCE

The owner of a property shall be responsible for complying with the standards set forth in this Chapter, except as otherwise stated in this Chapter.

44-16. MAINTENANCE OF REAL PROPERTY AFTER CASUALTY DAMAGE

(A) All buildings or structures not being presently and physically occupied, which have been rendered hazardous by fire or other acts of nature, shall immediately be made secure by the

owner and/or operator to prevent unauthorized access to the hazardous property. If the property remains physically unoccupied and hazardous to public health and safety 90 days after the casualty damage occurred, unless a natural disaster is declared by an authorized governmental entity, the owner and/or operator shall be subject to the enforcement provisions of Chapters 48 of the Dawson County Code of Ordinance for abatement of a nuisance.

(B) Burned structures.

If any building or structure is partially burned, then the owner and/or operator shall, within 30 days after completion of the investigation by the fire department and law enforcement and/or the insurer of the property, remove from the premises all refuse, garbage, trash, debris, and all charred and partially burned lumber and material. If the building or structure shall be burned to an extent that the building or structure cannot be repaired, then the owner and/or operator shall, within 60 days after completion of the investigation by the fire department and law enforcement and/or the insurer of the property, remove from the premises the remaining portion of the building or structure. If the building or structure is to be repaired, then a permit shall be obtained, and work shall begin within 60 days after completion of the investigation by the fire department and law enforcement and/or insurer of the property.

44-17. VERMIN INFESTATION CONTROL

(A) Non-Residential Buildings.

- (1) The owners of all non-residential buildings shall have such buildings vermin-proofed and kept vermin-proofed in accordance with this Chapter.
- (2) Whenever conditions inside or under any such non-residential buildings or on any property on which a non-residential building is located provide harborage for vermin such that the Public Official deems it necessary that such harborage be eliminated, the Public Official shall order the owner to take such steps toward the elimination of the harborage as the Public Official, in his/her discretion, deems essential.

(B) Duties of occupants of non-residential buildings.

The owner, operator, and/or occupants of any non-residential buildings or property on which a non-residential building is located in Dawson County shall at all times comply with the following regulations:

- (1) Store all garbage in a vermin-proof metal container or other type approved by the Public Official, pending removal of such garbage;
- (2) Keep non-residential buildings and property free of trash, garbage, debris, rubbish, salvage, or similar materials which provide nesting places and harborage for vermin; and

- (3) Maintain buildings and/or property in a vermin-free condition by pursuing a program of vermin proofing.

(C) Residential Buildings.

- (1) The owner of any residential building shall be responsible for vermin elimination within the building prior to renting or leasing the structure.
- (2) The occupant of a one-family dwelling shall be responsible for vermin elimination on the premises.
- (3) The owner of a building containing two or more dwelling units, a multiple occupancy, or a rooming house shall be responsible for vermin elimination in the public or shared areas of the building and exterior property. If an infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for vermin elimination.
- (4) The occupant of any building shall be responsible for the continued vermin free condition of the building. Except where the infestations are caused by defects in the building, the owner shall be responsible for vermin elimination.

(D) Inspections.

The Public Official is hereby authorized to make inspection of all buildings and property in Dawson County for the purpose of determining the conditions as to vermin proofing and rodent infestation where there is reasonable cause for the Public Official to believe that vermin infestation or harborage exists. All owners, operators, and/or occupants of buildings and property shall permit such inspection when requested by the Public Official.

44-18. UNFIT DWELLINGS OR BUILDINGS

(A) Unfit dwellings and buildings defined.

Any dwelling or building, which has any or all of the following defects, as determined by the Building Official, shall be deemed unfit for human habitation, as defined by this Chapter, and subject to condemnation by the County. The following is a non-exclusive list of conditions that will be deemed unfit for human habitation:

- (1) Any dwelling or building whose walls or vertical members list, lean or buckle to such an extent that a plumb line suspended from the top edge of such member shall fall outside of a distance from the edge equal to one-third of the thickness of such members.
- (2) Any dwelling or building which has support member or members which have deteriorated to such an extent as to be unable to safely support the applied loads or which have 40 percent damage or deterioration of the non-supporting, enclosed, or outside walls or covering.

- (3) Any dwelling or building which has improperly distributed loads upon the floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Any dwelling or building which has been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, or the general health and welfare of the occupants.
- (5) Any dwelling or building which has parts thereof, which are so attached that they may fall and injure persons or property.
- (6) Any dwelling or building which does not have an unobstructed means of egress leading to an open space at ground level, whether such unobstructed egress is at ground level or via steps to ground level.
- (7) Any dwelling or building which has wiring that is dangerous due to lack of insulation, improper fuses, inadequate grounding, lack of capacity of wires or other dangerous condition.
- (8) Any dwelling or building, which does not have an installed kitchen sink in each dwelling unit properly, connected to the hot and cold-water supply pipes and the sewer system, and which connection is actively providing a potable water supply.
- (9) Any dwelling or building which does not have an installed tub or shower and lavatory properly connected to hot and cold-water supply pipes and sewer system, and which connection is actively providing a potable water supply.
- (10) Any dwelling or building which does not have a flush-type water closet located in a room affording privacy and properly connected to the water supply pipes and sewer system, and which connection is actively receiving a water supply so as to allow a toilet to be flushed.
- (11) Any dwelling or building which does not have installed and operational (i.e., electricity running through the lines) electric lighting facilities installed and functioning in accordance with the minimum requirements of the National Electric Code.

(B) Renting an unfit dwelling or building.

It shall be unlawful for any owner, operator, occupant, and/or any party in interest of a dwelling or of a building to rent or offer for rent any dwelling, building, or rooming unit which is unfit for human habitation as ~~allowed by law determined by inspection by the Dawson County Building Official~~, for any reason set out in this Chapter, due to the dilapidation, leaking water lines, leaking gas lines, electrical defects increasing hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such dwelling or building or rooming unit unsafe or unsanitary

or dangerous. Upon discovering that a dwelling, building, or rooming unit has been deemed by the Public Official to be unfit for human habitation, any person shall have 72 hours or three business days (in the case of office closure) after execution of a lease for such dwelling, building, or rooming unit to rescind the lease by providing notice in writing to the landlord that the dwelling or building has been discovered to be unfit as described in this Chapter.

(C) Persons occupying dwellings or buildings.

In addition to limitations on occupants and residents and the definition of family under this Chapter and any other applicable Dawson County ordinance, the number of persons beyond ~~e....~~ persons related by blood, marriage, adoption, or guardianship occupying any dwelling unit shall be limited by the following additional requirements: The total of all habitable rooms in a dwelling or building shall be such as to provide at least 200 square feet of total building square footage (as determined and maintained in the records of the Dawson County Board of Tax Assessors) per each adult occupant thereof. Any floor space under a ceiling less than five feet high shall not be counted.

(D) Rooming houses.

If the use is allowed in the zoning district, and all other applicable requirements under the applicable zoning ordinance are satisfied, the owner and/or operator of a rooming house must comply with the following additional requirements:

- (1) Each rooming house and room shall be in compliance with the minimum standards set forth in this Section, Section 44-17-A, subsections (1) through (7), and (11), and Section 44-17-C above.
- (2) Each rooming house shall be equipped with at least one flush water closet, one lavatory, an installed tub or shower for each five persons or fraction thereof within the rooming house, including members of the family, if they are to share the use of the facilities. All such facilities shall be properly connected to the water supply and sewer system as required by Section 44-18-A.
- (3) Each flush water closet, lavatory, tub, or shower required above, shall be located within the rooming house, in a room, or rooms, which:
 - (a) Affords privacy;
 - (b) Is accessible by a common hall without going outside the rooming house;
 - (c) Is accessible by a common hall without going through sleeping quarters of others; and
 - (d) Is not more than one story removed from the room of an occupant intended to share the facilities.

(E.) Non dwelling structures.

It shall be unlawful for any owner, operator, occupant or any party of interest to connect a non-dwelling structure to utilities and be used as a dwelling in any zoning district. Non dwelling structures shall not be parked or stored to be used as a dwelling on any property unless the property is zoned, licensed, and operated as a Recreational Vehicle Park.. Non dwelling structures include but are not limited to: campers, travel trailers, recreational vehicles, motor homes, busses, pickup campers, converted trucks or buses, motorized homes, tent campers, tents, or other short-term housing or shelter arrangements and devices, boats and boat trailers, combinations thereof and other similar equipment, cases and boxes, and utility buildings.

44-19. ENFORCEMENT

This Chapter shall be enforced by the appropriate Public Officer as may be applicable to the particular offense.

44-20. PENALTIES

- (A) The applicable Public Officer is hereby authorized and directed to administer and enforce all the provisions of this Chapter. Failure to comply with any requirement of this Chapter shall constitute a violation subject to citation and penalty as provided herein.
- (B) Upon the first violation of any of the provisions of this Chapter, a warning notice shall be issued by the Public Officer with a notice to cure the violation within a time determined reasonable under the circumstances by the Public Officer. Upon the second violation of any of the provisions of this Chapter, a citation shall be issued, and the individual shall go before the Dawson County Magistrate Court. Upon conviction by a court of competent jurisdiction, the offending person will be guilty of a criminal misdemeanor and shall be subject to criminal penalties 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. For purposes of sentencing, the first citation before the Magistrate Court shall be deemed the "first offense," however; consideration may be given by the court to the previous warning citation.
- (C) Nothing contained in this section shall be construed to preclude Dawson County from pursuing any and all other remedies provided by law, including, but not limited to, pursuit of a restraining order, injunction, abatement of the nuisance, condemnation, or other appropriate legal action, or proceeding through a court of competent jurisdiction to prevent, restrain, or abate the unlawful use or activity.
- (D) Each violation of this Chapter shall constitute a separate offence. Additionally, each day of noncompliance with the terms of this Chapter is considered a separate offense and the

offending person will be subject to the penalties in subsection B above for each day of noncompliance.

44-21. NO LIABILITY-COUNTY

No officer, agent, or employee of Dawson County shall be personally liable for any damage that may accrue to persons or property resulting from any act required or permitted when discharging duties pursuant to this Chapter.

Options to Consider



1. Make No Changes to Property Maintenance Ordinance or Solid Waste Ordinance
 2. **Revise Property Maintenance Ordinance**
 3. Revise Solid Waste Ordinance to include provisions on the Property Maintenance Ordinance (Rescind PM Ordinance)
 4. Create Gateway Corridor Overlay Districts (GCOD) that address specific property maintenance in certain area
- ❖ With all options – Develop and approve goals and enforcement plan with a manageable range of cases annually.



Dawson County
Planning & Development
 25 Justice Way, Suite 2322
 Dawsonville, GA 30534
 (706) 344-3500

Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places

Date Received: 4.10.24

Applicant answers all questions on pages 1-4; attach separate sheet(s) if necessary.

Application must be received a minimum of 30 days prior to event and must be complete and legible.

PARADE
 RALLY
 PUBLIC DEMONSTRATION
 PUBLIC ASSEMBLY
 ROAD CLOSING
 OTHER

1. Name of Event: Dawson County 4-H Rabies Clinic

2. Location of Event: Courthouse Parking Lot TMP # _____

3. Date(s) of Event: 4/27/2024

Time of Event: Start: 8:30 a.m. a.m. / p.m. End: 1:00 pm.m a.m. / p.m.

4. Provide information listed below for the **main contact person** responsible for the organization of this event:

Name: <u>Clark MacAllister</u>	Title: <u>Coordinator</u>
Organization: <u>Dawson County Extension</u>	Telephone #: _____
Email Address: _____	Cell Phone #: _____
Address: <u>288 Academy Ave.</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

5. Provide information listed below for any **key personnel** involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>Samantha Graves</u>	Title: <u>4-H Associate</u>
Organization: <u>Dawson County Extension</u>	Telephone #: _____
Address: <u>298 Academy Ave.</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

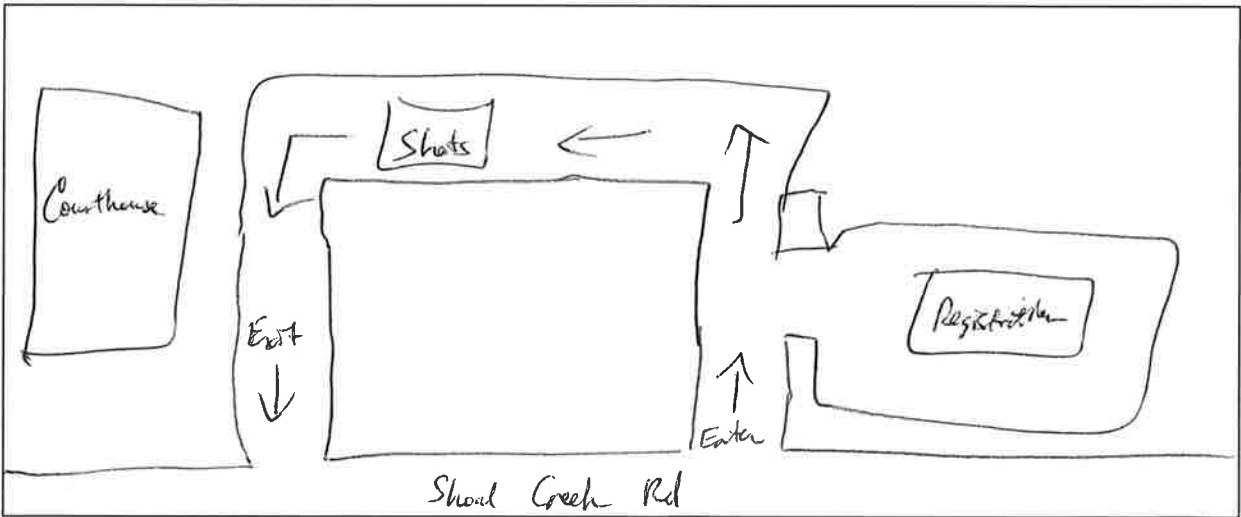
Name:	Title:
Organization:	Telephone #:
Address:	City: State: Zip Code:

6. Expected number of participants: 250
7. Physical description of materials to be distributed: Rabies vaccination shots
8. How do participants expect to interact with public? Collecting registration, administering shots
9. Route of event: (attach a detailed map of the route) Attendees will enter into the lower parking lot from Shoal Creek Road, park in the lot, then exit on the upper drive nearest the courthouse.
- 9.a. Number and type of units in parade: _____
- 9.b. Size of the parade: _____
10. Will any part of this Event take place **within** the City Limits of Dawsonville? Yes
If YES, do you have a permit for the event from the City? No Date Issued: _____ * **Attach Copy**
11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? _____ Yes X No If YES, please explain in detail: _____
12. List all prior parades or public assemblies, demonstrations or rallies in a public place within Dawson County for which you obtained a permit: (Also include dates – attach separate sheet, if necessary). This rabies clinic has been held at this location annually since before 2012 (when I started working here).

Details: Please outline what your event will involve: (number of people / life safety issues / vendors / cooking / tents / rides / handicap parking / egress) – *attach separate sheet if necessary.*

The Rabies Clinic involves two veterinarians set up to give low-cost rabies vaccinations. Participants park in the lower parking lot and will register/pay, then drive to the upper lot to have their pets vaccinated for rabies.

Route or Lay Out: (attach a detailed site plan)



What participation, if any, do you expect from **Dawson County Emergency Services**? None

What participation, if any, do you expect from the **Dawson County Sheriff Department**? None

Insurance Requirements:

In compliance with Ordinance Section VII (C), an applicant for a permit shall obtain liability insurance from an insurer licensed in the State of Georgia for the parade, public assembly, demonstration or rally in a public place, if one or more of the following criteria exists:

1. The use, participation, exhibition, or showing of live animals;
2. The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
3. The use of a stage, platform, bleachers, or grandstands that will be erected for the event;
4. The use of inflatable apparatus used for jumping, bouncing, or similar activities;
5. The use of roller coasters, bungee jumping, or similar activities; or
6. Vendors or concessions.

Does your parade, non-spontaneous private assembly, demonstration, or rally in a public place meet any of the criteria above? Yes No If yes, which one(s)? _____

Any applicant required to provide insurance shall provide Dawson County with a copy of the Certificate of Insurance from an insurer authorized and **licensed by the State of Georgia**. Dawson County shall be added as an additional named insured for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be **\$1,000,000.00 per incident** and **\$2,000,000.00 aggregate** for the entire event. All costs for insurance and naming Dawson County as an additional named insured shall be borne solely by the applicant. Such insurance shall protect Dawson County from any and all claims for damages to property and/or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: USG Board of Regents policy

Additional information/comments about this application: Same as previous years

**APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY;
AND AGREEMENT FOR FINANCIAL RESPONSIBILITY.**

APPLICATION:

OATH: I hereby swear and affirm that the information provided with this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold Dawson County harmless from any claim, demand, or cause of action that may arise from activities associated with the event. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless Dawson County, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of Dawson County.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, providing sufficient parking and storage areas for motor vehicles, providing temporary toilet facilities, and providing other similar special and extraordinary items deemed necessary for the permitted activity by Dawson County to keep the area of the event safe and sanitary. However, Dawson County shall not require individuals, organizations, or groups of persons to provide personnel for normal governmental functions such as traffic control, police protection, or other activities or expenses associated with the maintenance of public order. If additional requirements are placed upon an applicant and if such requirements are not met, then Dawson County may revoke the issued permit and/or deny any subsequent permit requested by the applicant. Dawson County shall be entitled to recover from the applicant any sum expended by Dawson County for extraordinary expenses not provided by the applicant. The additional expense may include, but not be limited to, Dawson County utilizing off-duty personnel or providing equipment or resources from other areas of the county to supplement equipment or resources already present.

Clark MacAllister

Applicant's Printed Name

Sworn to and subscribed before me
this _____ day of _____ 20_____.



Applicant's Signature

Notary Public, State of Georgia

My Commission Expires: _____

Note to Applicant: Once your permit is processed, Planning & Development will notify you of the meeting dates for the Board of Commissioner's work session and voting session. You are required to attend both meetings.



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(EMERGENCY SERVICES)

EMERGENCY SERVICES: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Rabies Clinic Date(s) of Event: 04/27/2024

Any anticipated problems with proposed route? N/A

Any anticipated problems with the designated location for participants to assemble? _____

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns: _____

Emergency Services: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: _____ Date: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
Dawsonville, GA 30534
(706) 344-3500

**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(SHERIFF DEPARTMENT)

SHERIFF DEPARTMENT: Please complete this sheet and return it to Dawson County Planning and Development. (Please attach additional sheet, if necessary.)

Name of Event: Rabies Clinic Date(s) of Event: 04/27/2024

Any anticipated problems with proposed route? _____

Any anticipated problems with the designated location for participants to assemble? _____

How many officers will be required for this event? _____

Estimated cost for officers: _____

N/A

Number of vehicles required: _____

Type of procedures and equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

Sheriff Department: APPROVED: YES NO (Please also sign off on page 8 of application.)

By: _____ Date: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
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**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
*(Marshal / Public Works / Environmental
Health / Parks & Recreation)*

PLEASE PROVIDE COMMENTS AND APPROVALS BELOW (Attach additional sheet if necessary)
(Please also sign off on page 8 of the application.)

MARSHAL: _____

N/A

APPROVED: YES

NO

By: _____

Date: _____

PUBLIC WORKS: _____

N/A

APPROVED: YES

NO

By: _____

Date: _____

ENVIRONMENTAL HEALTH: _____

N/A

APPROVED: YES

NO

By: _____

Date: _____

PARKS & RECREATION: _____

N/A

APPROVED: YES

NO

By: _____

Date: _____



**Dawson County
Planning & Development**
25 Justice Way, Suite 2322
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**Permit for
Parades, Public Assemblies,
Demonstrations, and Rallies
In Public Places**
(APPROVALS)

Office Use Only:

If applicable to the event, the following departments have reviewed and approved this event:

Department	Printed Name	Signature for Approval	Date
Sheriff Dept.	_____		
Emergency Services	_____		
Marshal's Office	_____		
Public Works Dept.	_____		
Environmental Health	_____		
Parks and Recreation	_____		
State Park Office			
Georgia Dept. of Transportation			

Dawson County Board of Commissioners:

Work Session Date: _____

Voting Session Date: _____

Approved:

Attest:

Billy Thurmond, Chairman
Dawson County Board of Commissioners

Kristen Cloud, County Clerk

cc: (as applicable)

Applicant
County Attorney
Sheriff Dept.
Emergency Services

Marshal Dept.
Environmental Health
Public Works
Parks and Recreation

GA DOT (Brent Cook)
GA State Parks

PERMIT # _____

DATE ISSUED: _____

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

Name and Address of Agency Department of Administrative Services Risk Management Services 200 Piedmont Avenue SE Suite 1220 West Tower Atlanta, Georgia 30334-9010	Coverages Afforded By:	
	Company Letter	A State of Ga. Risk Management Services
Name and Address of Insured BOR-University Of Georgia	Company Letter	B Great American Insurance Company
	Company Letter	C
	Company Letter	D
	Company Letter	E

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.


COMPANY LETTER	TYPES OF INSURANCE	POLICY NUMBER	POLICY EXPIRES	LIMITS APPLY SEPARATELY PER POLICY
A	COV. LIABILITY (GL, MEDICAL MALPRACTICE) A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured When sued in state courts.		6/30/2024	BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED PER PERSON \$1,000,000 AGGREGATE \$3,000,000 OCCURRENCE POLICIES (X)
A	B EMPLOYEE LIABILITY POLICY. Employee is insured when sued Individually.		6/30/2024	
	C STATE AUTHORITY POLICY. Coverage applies when Authority is sued in federal court			
A	Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> is checked			
	COV. AUTOMOBILE LIABILITY COVERAGE D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court		6/30/2024	C.S.L PER PERSON \$1,000,000 AGGREGATE \$3,000,000
	E Physical Damage Coverage			Other than Coll. 500 Ded. Coll. 500 Ded.
	F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes <input type="checkbox"/> no <input type="checkbox"/>			LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY:
A	H WORKER'S COMP. COVERAGE	SELF-INSURED	NONE	STATUTE
B	COV. MISC. COVERAGE I Property J Other Fidelity Bond		6/30/2024	\$50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER	DATE ISSUED: <u>06/06/2023</u>
TO WHOM IT MAY CONCERN	 AUTHORIZED REPRESENTATIVE



Brian P. Kemp
Governor

Rebecca N. Sullivan
Commissioner

June 28, 2023

Re: State of Georgia Self-Insurance Programs

To Whom It May Concern:

Please be advised, the Georgia Tort Claims Act (O.C.G.A. 50-21-20 *et seq.*) provides a limited waiver of sovereign immunity for claims against the State of Georgia arising from certain negligent acts or omissions of 'state officers or employees' up to a maximum damage amount of \$1,000,000 per person, \$3,000,000 per occurrence. The Georgia Tort Claims Act mandates that the department of Administrative Services insures or self-insures and administers all claims brought against a state agency or agencies under this Act.

If a claim brought under the Georgia Tort Claims Act goes into litigation, the State Attorney General's Office has primary control over the case and constitutionally is only able to provide counsel for state agencies and their employees.

Accordingly, as a general rule, the State of Georgia will not add a private, non-state entity or individual as an additional insured and/or loss payee under the state's self-insurance programs administered by the Department of Administrative Services.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Wade E. Damron
Director
DOAS, Risk Management Services Division



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Emergency Services

Work Session: April 18, 2024

Prepared By: J. Mitchell

Voting Session: May 2, 2024

Presenter: J. Mitchell

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of DPH EMS & Trauma Grant Award

Background Information:

Every year the DPH Office of EMS and Trauma awards a grant to all licensed agencies in the state of Georgia. Grant submissions are due by the end of October each year. We submitted for the grant and out of the \$1.12 million in the grant we received funding for \$5,217.19 for the year 2023. We received notification that we were awarded the grant for a total approved \$5,217.19.

Current Information :

In an effort to make our service more progressive in patient care we have selected to purchase (4) O-Two portable ventilators with the funding. The ventilators will assist in delivering precise amounts of oxygen at a precise respiratory rate to patients who are no longer breathing on their own or are struggling to breath at a medically adequate rate. There is no county match required. We are requesting you accept this grant in the amount of \$5,217.19.

Applicable: _____ Not Applicable: _____

Budgeted: Yes _____ No X

Fund	Department	Account #	Budget	Balance	Requested	Remaining

*If this is a personnel-related request, has it been reviewed by Human Resources? _____

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

Recommendation/Motion: _____

Department Head Authorization: TL

Date: 4/03/24

Finance Department Authorization: Vickie Neikirk

Date: 4/8/24

County Manager Authorization: J. Leverette

Date: 4/8/24

Comments/Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: April 18, 2024

Prepared By: Robert W. Drewry, Director of Public Works

Voting Session: May 2, 2024

Presenter: Robert W. Drewry

Public Hearing: Yes _____ No X

Agenda Item Title: Request Board authorization to enter into Agreement for the mutual exchange of real property and to acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080 022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Background Information:

The Board of Commissioners approved a project for the construction of a roundabout on State Route 136 at Shoal Creek Road funded from SPLOST VI. Construction plans are substantially complete and staff is in the acquisition stage of the project. Staff is working with the County Attorney for parcel acquisition.

Current Information:

Project Parcels #1, #2 and #3 are owned by Bethel Baptist Church of Dawson County Inc. The project requires two temporary driveway easements and a temporary construction easement from Project Parcels #1, #2 and #3. The temporary Easements will terminate upon completion of the project. The cumulative appraised cost of the easements is \$1,500.

Project Parcel #2 also requires 31,429.57 square feet of right of way from the Church. The Church has asked that the County transfer a portion of equal value of the existing right of way that is to be abandoned back to the Church. Since the exchange of property is of equal size and equal value, there is no monies in the transaction.

The property owner has signed the Agreement that outlines the acquisition accordingly. Staff is asking for Board concurrence on the acquisition and property exchange and authorize the Chairman to sign the agreement.

Budget Information: Applicable: X Not Applicable: ___ Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			\$1500.00	

Recommendation/Motion: Request Board authorization to enter into Agreement for the mutual exchange of real property and to acquire Driveway Easements and Temporary Construction Easements from Bethel Baptist Church of Dawson County Inc., Tax Parcel No: 080 022 (Project Parcels 1, 2 and 3) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Department Head Authorization: _____ RWD _____

Date: April 9, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 4/8/24

County Manager Authorization: J. Leverette 36 _____

Date: _____ 4-8-24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

**AGREEMENT REGARDING THE ACQUISITION OF
REAL PROPERTY INTERESTS FOR A COUNTY ROAD PROJECT**

THIS AGREEMENT REGARDING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR A COUNTY ROAD PROJECT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Dawson County Board of Commissioners (the “County”), and **BETHEL BAPTIST CHURCH OF DAWSON COUNTY, INC.**, a Georgia corporation (the “Church”), sometimes hereinafter individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, the County is managing an intersection improvement project at SR 136 and Shoal Creek Road to convert a “T” intersection into a roundabout intersection (the “Project”); and

WHEREAS, the Project impacts abutting real property owned by the Church at Tax Parcel No. 080 022 (“Church Property”) (separated, as impacted by the Project, into three project parcel areas – Parcel 1, Parcel 2, and Parcel 3); and

WHEREAS, the project impacts to the Church Property are summarized as follows:

Project Parcel	Owner	TPN	Property Interest Required	Area Required
1	Bethel Baptist Church of Dawson County, Inc.	080 022	Driveway Easement	
2	Bethel Baptist Church of Dawson County, Inc.	080 022	Right-of-Way - Tract 1	599.05 SF / 0.014 ac.
			Right-of-Way - Tract 2	15598.05 SF / 0.358 ac.
			Total ROW	0.372 ac.
			Temporary Construction Ease.	9408.22 SF / 0.216 ac.
3	Bethel Baptist Church of Dawson County, Inc.	080 022	Temporary Construction Ease. Driveway Easement	239.47 SF / 0.005 ac.

WHEREAS, the County and the Church have agreed that an exchange of real property areas is in the best interest of the Parties; and

WHEREAS, the County represents that it owns approximately 31,430 square feet of real property located in Dawson County, Georgia, as more particularly depicted in the attached Exhibit A, being labeled as “County Transfer” (the “County Tract”); and

WHEREAS, the Church represents that it owns approximately 31,430 square feet of real property located at Tax Parcel 080 022, in Land Lot 109, 4th District, 1st Section, of Dawson County, Georgia, as more particularly depicted in Exhibit A, being labeled as “County Obtain” (the “Church Tract”); and

WHEREAS, the County desires to dispose of the County Tract in exchange for the Church Tract and the Church desires to dispose of the Church Tract in exchange for the County Tract; and

WHEREAS, the exchange of the County Tract and the Church Tract will satisfy the County’s obligation to purchase necessary right-of-way and temporary construction easement area on Project Parcel 2; and

WHEREAS, in addition to the property exchange, the County will still purchase, for cash, the driveway easement required on Project Parcel 1 and the temporary construction easement area and driveway easement required on Project Parcel 3; and

WHEREAS, O.C.G.A. § 32-3-3(b) authorizes a County to dispose of real property by exchange for public road purposes when the real property so acquired is of equal or greater value than the property previously belonging to the County; and

WHEREAS, the County Tract and the Church Tract areas were appraised on July 29, 2023, by Greg Malcolm & Associates, Inc., who determined the fair market value of both Tracts to be \$24,000 per acre; and

WHEREAS, the Parties hereto have considered the appraised values of both the County Tract and the Church Tract and have approved of such values; and

WHEREAS, the County Tract and the Church Tract are of equal size and are, therefore, of equal value.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the Parties hereby agree to the above recitals and as follows:

AGREEMENT

1. The County agrees to convey the County Tract to the Church and the Church agrees to convey the Church Tract to the County on or by the Closing Date (defined below) by quit claim deed. The conveyances described above shall occur simultaneously, subject to the terms and conditions as herein stated.

2. Consideration. The consideration of this Agreement shall be, and is hereby limited to, the mutual exchange of real property between the Parties pursuant to O.C.G.A. § 32-3-3(b). The parties hereto agree that such exchange shall satisfy the County’s obligation to purchase necessary right-of-way and temporary construction easement area on Project Parcel 2. In addition to the exchange noted above, the County agrees to purchase the following real property interests required for the Project as reflected on the Right-of-Way Plans dated July 14, 2023, prepared for the Project by Southeastern Engineering, Inc. (see copies attached marked Exhibit B), in amounts as follows:

Project Parcel 1	Driveway Easement (1)	\$ 500.00
Project Parcel 3	239.47 sq. ft. Temporary Const. Ease. area	\$ 500.00
Project Parcel 3	Driveway Easement (1)	\$ 500.00
Total		\$1,500.00

3. Due Diligence. The Parties shall have a **ninety (90) day** Due Diligence period commencing immediately upon execution of this Agreement. During the Due Diligence period,

the Parties may enter the respective tracts and may conduct environmental testing, including but not limited to soil borings, and may otherwise generally inspect the exchange property. It is agreed that such papers that may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by the parties prior to Closing. If a Party shall decline or fail to accept the exchange property at or by Closing, then this Agreement shall be null and void, whereupon the Parties hereto shall have no further rights, duties, obligations, or liabilities to one another hereunder.

4. Closing Date. A Closing shall be conducted within **ninety (90) days** of the Effective Date of this Agreement. Title to the exchange properties shall transfer between the Parties at the time of Closing. Closing shall be accomplished upon the recording of the corresponding conveyance documents which may occur upon confirmation that all conditions required herein to be performed by either Party have been properly and fully completed in advance of the Closing Date.

5. Taxes. All taxes, assessments, and encumbrances which are a lien against the exchange properties' corresponding tax parcels shall remain the responsibility of the Grantors. Real estate taxes which are a lien (but are not yet due and payable) will also remain the responsibility of the Grantors.

6. Risk of Loss. All risk of loss or damage to the exchange properties will pass between the Parties at Closing. In the event that loss or damage occurs to the exchange properties prior to Closing, the Parties may, without liability, refuse to accept the conveyance of title, or they alternatively may elect to accept the conveyance of title to the exchange properties "AS IS."

7. Right of Entry. The Parties may enter upon the exchange properties at reasonable times for surveying and other reasonable purposes related to this transaction from the Effective

Date of this Agreement, through and including the time of delivery of possession of the Closing. This right of entry is in addition to those Due Diligence period rights as identified in Section 5 above. Entry upon the exchange properties in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with either Party's ongoing operations or in such a manner as would do permanent or long-term damage to the exchange properties.

8. Preservation of Property. The Parties agrees that the exchange properties shall remain as they now are until the delivery of possession of the exchange properties between the Parties, and both Parties will prevent and refrain from any use of the exchange properties for any purpose or in any manner which would adversely affect the other's use and enjoyment of the property in the future.

9. Binding Effect. The agreements set forth herein are to apply to and bind the heirs, executors, administrators, successors, personal representatives and assigns of the Parties.

10. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

11. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement 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 Agreement not held to be invalid. It is hereby declared to be the intent of the Parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

12. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

13. Public Meeting Requirement. In accordance with the Georgia Open Meetings Act, the County's decision to enter into this Agreement to exchange real property must be made in an open (i.e., public) meeting where the identity of the properties and the terms of the exchange are disclosed before the vote. See O.C.G.A. § 50-14-3(b).

14. Broker or Agent. The Parties agree that no broker or agent has been engaged by either Party in this transaction.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above (the "Effective Date"), which shall be the date this Agreement is approved by the Dawson County Board of Commissioners.

BETHEL BAPTIST CHURCH OF DAWSON COUNTY, INC.

By: *Clark Beusse*
Clark Beusse, CEO

Attest:

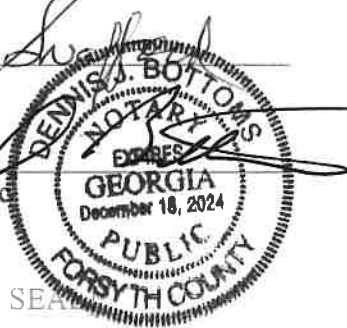
By: *Gary C. Vaughners*
Gary C. Vaughners, Corporate Secretary

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

James Sheffield
Witness

Dennis J. Bottoms
Notary Public



[NOTARY SEAL]

My Commission Expires: 12-18-24

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

**DAWSON COUNTY, GEORGIA, by and
through its Board of Commissioners**

By: _____
Billy Thurmond, Chairman

ATTEST:

County Clerk

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

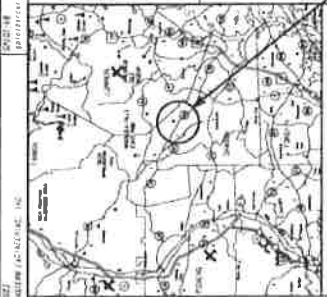
My Commission Expires: _____

EXHIBIT A



EXHIBIT B

DATE: 01/20/04
 DRAWN BY: JAC/SLC/MLC, INC.
 PROJECT NO.: 0120048



LOCATION SKETCH - N.T.S. PROJECT LOCATION

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE
 GRID CO-ORDINATES BASED ON THE CALIFORNIA PLANE
 SYSTEM. THE DATUM IS THE 1983 NAD 83. HORIZONTAL
 DATUM: NAD 83. VERTICAL DATUM: MVD 1985

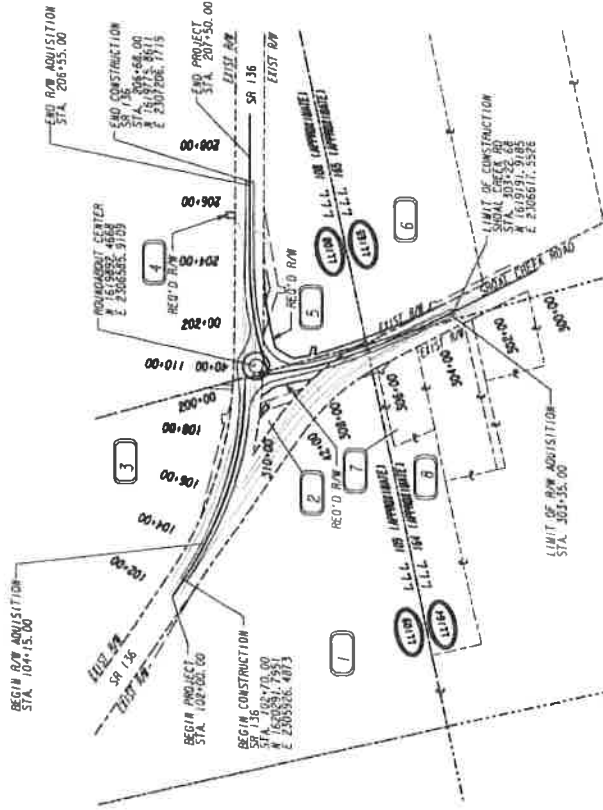
DAWSON COUNTY PUBLIC WORKS

RIGHT OF WAY OF PROPOSED SR 136 AT SHOAL CREEK ROAD

FEDERAL ROUTE No.: N/A
 STATE ROUTE No.: 136
 PROJECT No.: 0120048

CONVENTIONAL SIGNS

EXISTING	.....
PROPOSED	.....
PROPERTY LINE	.....
LAND LOT LINE	.....
EXISTING LIMIT OF ACCESS	.....
PROPOSED LIMIT OF ACCESS	.....
EXISTING LIMIT OF ACCESS & R/W	.....
PROPOSED LIMIT OF ACCESS & R/W	.....
UTILITY	.....
NEW FENCE	.....



IN WKS. FORM # 101 (REV. 7/14/73)
 REVISIONS:

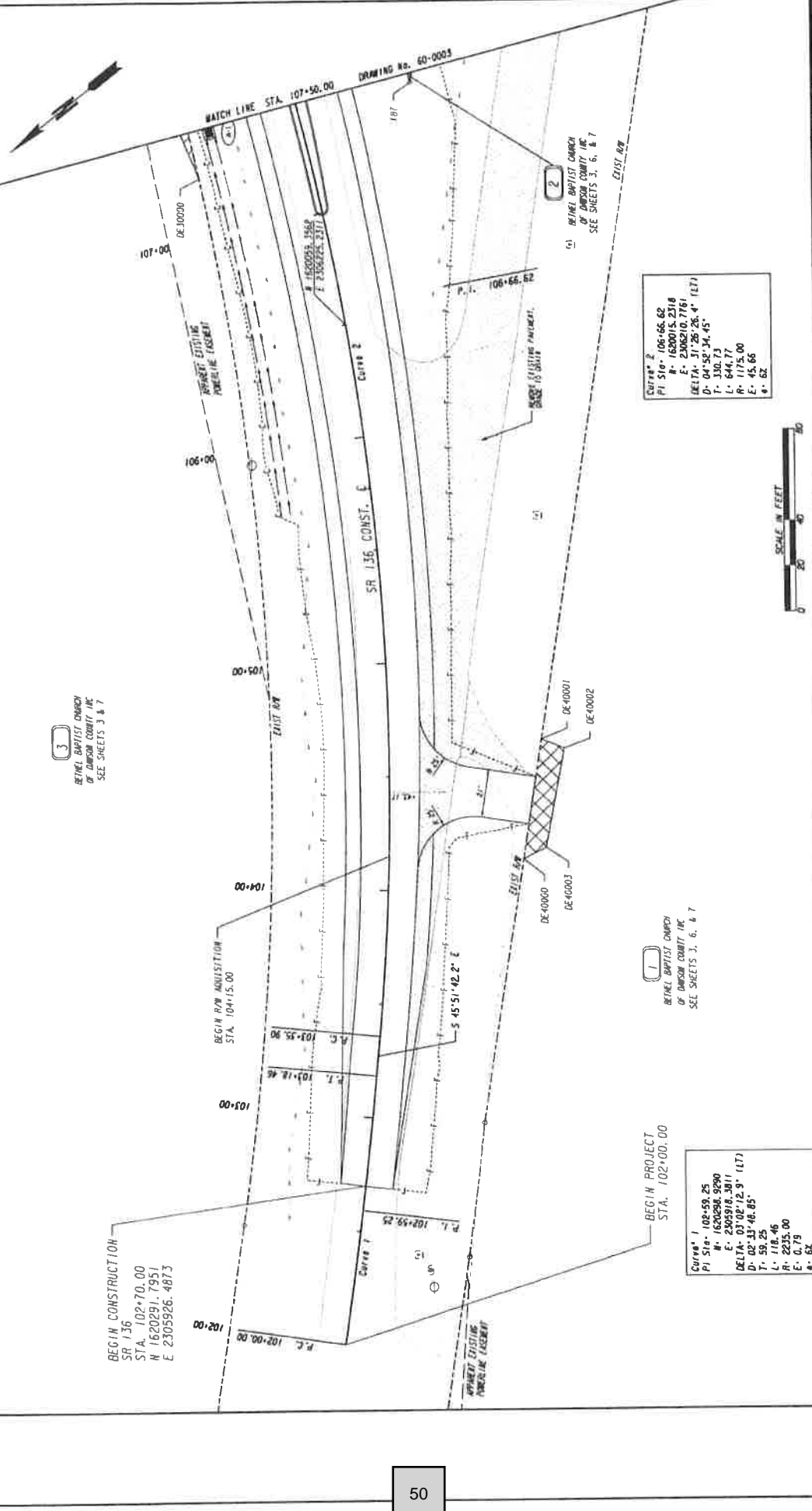
LENGTH OF RIGHT OF WAY PROJECT	
FEET	8,223
MILES	0.152

LIMITS OF RIGHT OF WAY	
NET LENGTH OF RIGHT OF WAY	8,223
NET LENGTH OF EASEMENTS	1,411
NET LENGTH OF ACQUISITIONS	6,812
GROSS LENGTH OF RIGHT OF WAY	8,223

THIS PROJECT IS LOCATED IN DAWSON COUNTY AND JURISDICTIONAL DISTRICT 8.

PROJECT NUMBER: 0120048
 COUNTY: DAWSON

DRAWING NO.
 60-0001



3
 BETHEL BAPTIST CHURCH
 OF DAMSON COUNTY, INC.
 SEE SHEETS 3 & 7

Curve 2
 P.I. STA. 106+66.62
 R. 1620015.2318
 DELTA - 37°26'26.4" (E7)
 D. 04'58.34'45"
 L. 624.77
 T. 1175.00
 E. 45.66
 S. 6Z

1
 BETHEL BAPTIST CHURCH
 OF DAMSON COUNTY, INC.
 SEE SHEETS 3, 6, & 7

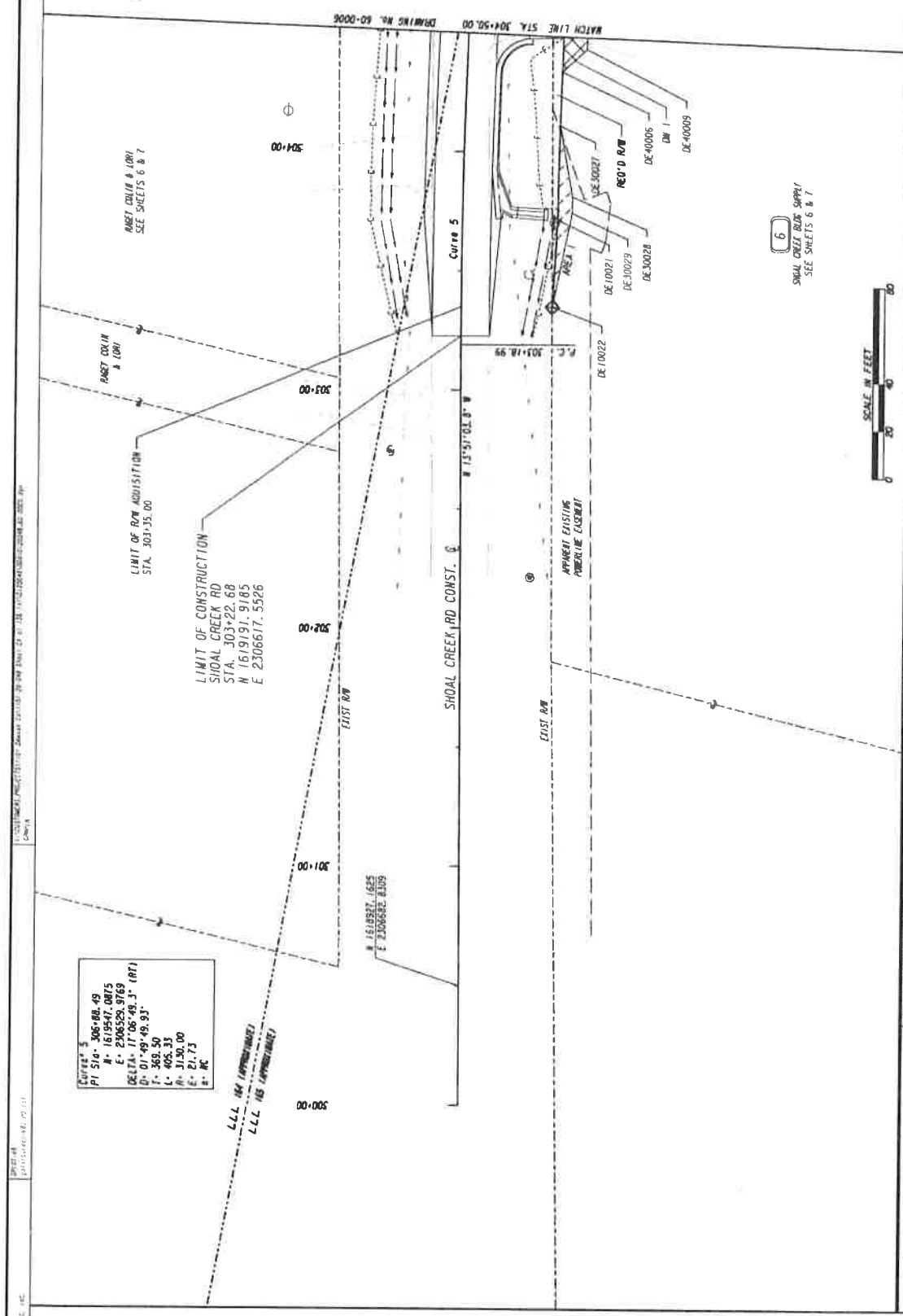
Curve 1
 P.I. STA. 102+59.25
 R. 1520284.6290
 DELTA - 03°02'12.9" (E7)
 D. 02'33"48.85"
 L. 118.46
 T. 2235.00
 E. 0.79
 S. 6Z



PROPERTY AND EXISTING ROW LINE	DATE	REVISIONS
REQUIRED ROW LINE		
CONSTRUCTION LIMITS		
EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES		
EASEMENT FOR CONSTRUCTION OF SLOPES		
EASEMENT FOR CONSTRUCTION OF DRIVES		
BEGIN LIMIT OF ACCESS		
END LIMIT OF ACCESS		
EXISTING LIMIT OF ACCESS		
REQ'D LIMIT OF ACCESS		
EXISTING LIMIT OF ACCESS & ROW		
REQ'D LIMIT OF ACCESS & ROW		
GRADE BARRIER FENCE		
ESA - ENV. SENSITIVE AREA		

DAMSON COUNTY
 PUBLIC WORKS
 RIGHT OF WAY MAP
 PROJECT NO. 0120048
 COUNTY, DAMSON COUNTY
 LAND DISTRICT 14
 DATE 7-14-83 5A, 2 OF 8

60-0003



CURVE 5
 PI Sta. 306+88.49
 P=161°54'17.0875
 DELTA=17°06'48.3" (RT)
 L=383.50
 E=605.33
 R=3150.00
 R=61.73
 R=PC

6
 SWAL CREEK BRIDGE SUPPLY
 SEE SHEETS 6 & 7

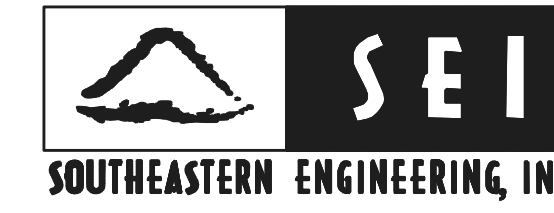


DATE	REVISIONS

DATE	REVISIONS

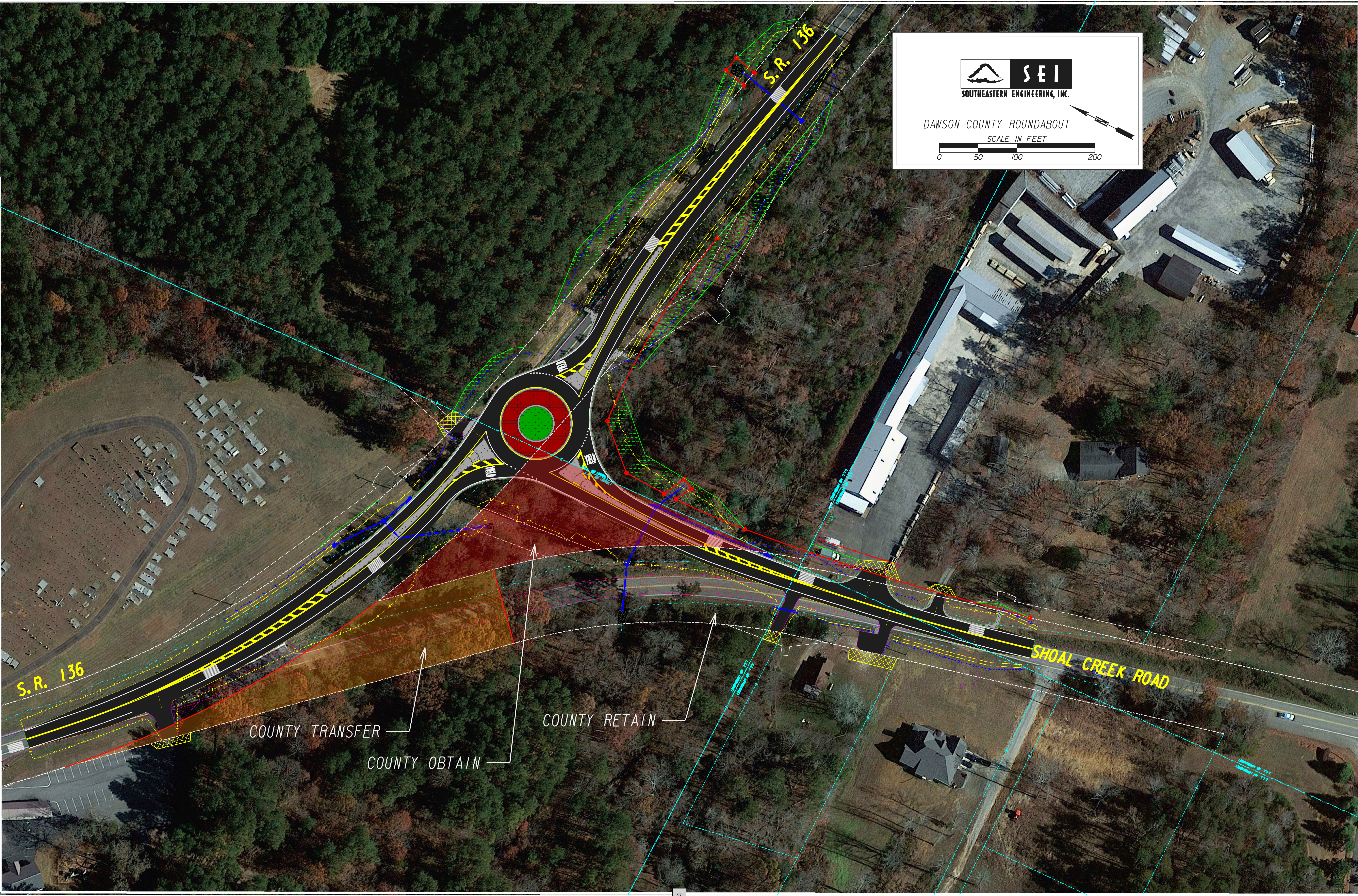
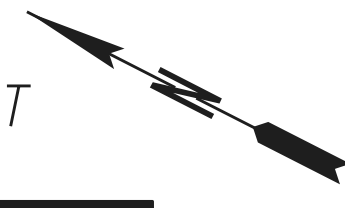
<ul style="list-style-type: none"> PROPERTY AND EXISTING ROW LINE REQUIRED ROW LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR ENCROACHMENT OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRAVES 	<ul style="list-style-type: none"> BEGIN LIMIT OF ACCESS END LIMIT OF ACCESS EXISTING LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA
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DRAWING NO. 60-0006
 WATCH LINE STA. 304+50.00
 DMSOR COUNTY PUBLIC WORKS
 PROJECT NO. 0129048
 COUNTY, DMSOR COUNTY
 LAND LOT NO. 164, 165
 TOWN AND DISTRICT #
 DATE 7-14-03 SH. 6 OF 8
 60-0005



DAWSON COUNTY ROUNDABOUT

SCALE IN FEET





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Fleet/ Fuel Center

Work Session: April 18, 2024

Prepared By: Shannon Harben

Voting Session: May 2, 2024

Presenter: Shannon Harben

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of Request for Fuel Center Updates

Background Information:

The current fueling facility at Dawson County was installed in early 2009 and went on-line in approximately the middle of 2009. The fuel center is now 15 years old and has not had any updates to equipment or the technology in years. Most of the equipment on site is the original. As all probably remember this year the fuel center was out of service from February 14th to March 4th. This was due to dilapidated equipment and its age. Due to its age, it took longer to get parts making the break down take longer to repair. The breakdowns at the fuel center are getting more frequent and repair time is increasing. Last year we had an issue where the software failed in the leak detection equipment and the fuel center was out of service for a week before it could be repaired. The fuel center has consistent software issues, which require the assistance of the IT Department. The IT Department is in support of us upgrading our equipment to current technology that utilizes the Cloud for operation. The reality is the fuel center needs an update. It needs a new fuel dispenser, Veeter Root leak detection system, Fuel Master fuel distribution unit (fuel keys and transaction logging), a new in-ground diesel pump, and some EPD required upgrades. These are all badly needed upgrades to the fuel center. Keeping the fuel center consistently operating is also a cost savings to the county. On average, there is a savings of 50 cents per gallon on gasoline and 50 cents plus per a gallon on diesel fuel compared to convenience store prices. The only old equipment left would be the fuel lines and tanks.

Current Information:

After the breakdown of the fuel center, I requested a quote to update and replace the current fuel island dispenser, the Fuel Master system, the Veeter Root leak detection device, the underground diesel pump, new tank filler tube caps, pump well lids, and EPD required spill prevention on the tank filler tubes. I received this quote from MECO Atlanta. I used them for the quote because they are familiar with our fuel center and have completed repair that I could not over the years. I request the Board to approve moving forward with updating the fuel center with the listed repairs and updates, to be completed by MECO Atlanta since they have exclusive knowledge of our fuel center. Total costs are \$75,786 to include 10% county-controlled contingency. The quotes total \$68,886 and the proposed count-controlled contingency is \$6,900. I am recommending a county-controlled contingency because of the age of the fuel center and the repairs needed. According to Purchasing, this work does not have to bid out by Georgia State Law, which is \$100,000. However, our purchasing policy ordinance states that everything over \$25,000 must be put out to bid. I am asking that the board approve waiving the purchasing policy ordinance to bid the repairs and approve allowing Purchasing to issue a purchase order. This is due to the trust in the vendor and its history in maintenance and repairs since 2010.

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
350	4905	542100	\$0.00	\$0.00	\$75,786	

*If this is a personnel-related request, has it been reviewed by Human Resources? N/A

*If this item is being requested to move to the same day's voting session for BOC consideration, provide *detailed justification* for the request:

N/A

Recommendation/Motion: Staff requests that the Board approve the updates to the fueling facility; to allow MECO of Atlanta, Inc. to perform the updates in the amount of \$75,786; to waive the requirement to the bid the project; and to determine the funds to be used for the update.

Department Head Authorization: Shannon Harben

Date: 4/5/2024

Finance Department Authorization: Vickie Neikirk

Date: 4/12/24

County Manager Authorization: J. Leverette

Date: 4/12/23

Comments/Attachments: _____

MECO Terms and Conditions

- A.** The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B.** Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C.** Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D.** Delivery, unless otherwise stated, does not include unloading.
- E.** The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F.** Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G.** Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H.** Property lines and furnished grades are to be established and verified by the Customer.
- I.** Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
- J.** Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this Contract unless specified.
- K.** No provision is made in this Contract for special fees, permits, licenses, or similar expenses. If Seller is requested to furnish same, such charges will be added to the contract price. The Customer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Customer.
- L.** Delivery to Seller's plant for purposes of convenience or coordination shall be considered "delivery" for billing purposes.
- M.** Seller reserves the right to charge to the Customer one and one-half percent (1 ½%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N.** Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
- O.** Quotations covering work to be accomplished in locations where lines and conduits presently exist are based upon utilizing these existing lines and conduits unless so stated. Quotations based upon utilizing existing lines or conduits assume that these lines or conduits are good and usable in their present condition. Should it be determined, as the installation progresses, that these existing lines or conduits require any repair, upgrading, or work of any kind, this additional work is not included in the quoted price. The extra will be charged out on a time and material basis, unless other arrangements are made.
- P.** Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: _____

FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

\$2500 - \$9,999	MC/VISA - 1 %	AMEX - 2 %
\$ 10,000 +	MC/VISA - 2 %	AMEX - 4 %



Sales Quotation & Contract

MECO of Atlanta 4471 Amwiler Road NW Doraville, GA 30360-2816 [770] 448-6933 Fax: [770] 447-0721	MECO of Albany 1922 Ledo Road Albany, GA 31707 [229] 446-1515 Fax: [229] 446-1513	MECO of Jacksonville 3626 Phoenix Avenue Jacksonville, FL 32206 [904] 354-6789 Fax: [904] 353-2647	MECO of Macon 4300 Interstate Drive Macon, GA 31210 [478] 757-9173 Fax: [478] 757-9311	MECO of Savannah 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376
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Quotation

To: Dawson County Fleet
 Attn: Shannon Harben
 960 Burt Creek Rd.
 Dawsonville, GA 30534
 PH 706-265-3052
 Sharben@dawsoncountyga.gov

Date: 3/28/2024
Terms: Net 15 Days Or As Noted
F.O.B: Job Site
Reference: FMLive

Quantity	Description	Price	Total
1	<p>FUEL MASTER FMLIVE UPGRADE PACKAGE TO INCLUDE: 1-SYN-UPG5710 HEAD UPGRADE, CELLULAR, PROKEE, NO AIM, 2 HOSE, 50A 1-SYN-FMLIVEBA/1+BI SUBSCRIPTION PRICE FOR FMLIVE SERVICES 1ST YEAR 1-SYN-CLOUDBA/1 FMLIVE SETUP & ACTIVATION 1-SYN-PMLIVEBA/1+BI+CELL FMLIVE PROJECT MANAGEMENT 1-SYN-FMLIVE-DB-CONSTRUCT FMLIVE DATABASE CONSTRUCTION OR CONVERSION 1-SYN-SHIPPING AND HANDLING</p> <p style="text-align: right;">Equipment Total 14,398.00 Appropriate Tax Rate 0.00 Installation Labor & Materials Total 5,375.00 Grand Total 19,773.00</p> <p style="text-align: center;">SCOPE OF WORK TO INCLUDE: A. UPGRADE THE EXISTING FUEL MASTER FMU PEDESTAL TO FMLIVE. B. INSTALL NEW FUEL MASTER FMLIVE HEAD UPGRADE ON EXISTING FMU PEDESTAL. C. ASSIST IN STARTUP AND PROGRAMMING OF THE NEW FUEL MASTER FMLIVE UNIT. D. FUEL MASTER TO WORK DIRECTLY WITH THE CUSTOMER TO CONVERT AND OR CONSTRUCT EXISTING DATA BASE TO FMLIVE VERSION.</p> <p style="text-align: center;">PLEASE NOTE THE FOLLOWING: 1. THIS PROPOSAL IS BASED ON REUSING ALL EXISTING POWER AND COMMUNICATION WIRING FOR THE FMLIVE FUEL MASTER UPGRADE. 2. THE CUSTOMER WILL WORK DIRECTLY WITH FUEL MASTER FOR DATABASED CONVERSION. 3. THE NEW FMLIVE CONNECTION IS BASED ON CELLULAR COMMUNICATIONS. PROPOSAL BASED ON SITE HAVING ADEQUATE CELLULAR SERVICE. 4. THIS PROPOSAL INCLUDES THE FIRST YEAR FMLIVE SUBSCRIPTION FEE. AFTER YEAR 1 FUEL MASTER WILL BILL THE CUSTOMER DIRECTLY AND THE ANNUAL SUBSCRIPTION FEE IS \$2988. 5. SYNTech PROVIDES A STANDARD ONE YEAR WARRANTY ON NEW HARDWARE PURCHASED.</p>	14,398.00	14,398.00

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____

MECO Terms and Conditions

- A. The entire Contract between Seller and Customer is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement. Any and all representations, promises or statements made by employees or representatives of the Seller do not constitute warranties, shall not be relied on by the Customer, and are not part of this Contract. No waiver, alteration or modification of the terms and conditions of this Contract shall be bonding unless in writing and signed by an authorized representative of Seller.
- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
- D. Delivery, unless otherwise stated, does not include unloading.
- E. The Customer shall make a storage area available to Seller. Any necessary relocation of equipment or installation materials from this designated area will be at Customer's expense.
- F. Seller warrants, for a period of one (1) year from the date of completion of the installation, that the installation of all equipment shall be done in a workmanlike manner in accordance with standard procedures. (THE SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.) The Seller's obligations and liability under this warranty are expressly limited to performing the labor necessary to correct any defect in the installation of the equipment. Neither party shall be liable for special, indirect or consequential damages. The remedies set forth herein are exclusive, and the liability of the Seller, whether in contract, tort or otherwise, shall not, except as expressly provided herein, exceed the price of the installation on which such liability is based. No employee or representative of the Seller is authorized to change this warranty in any way or grant any other warranty. Equipment furnished as part of this proposal is warranted by the manufactures of such equipment, and Seller makes no warranties whatsoever as to such equipment. The Customer shall make all claims for the breach of warranty to the manufacturer offering such warranty, and in the same manner specified by the manufacturer of the equipment with a copy of the claim to the Seller.
- G. Excavation quotations are based upon normal soil conditions. If rock, water, underground lines, or any such obstruction is encountered during excavation, the costs of removing or avoiding the obstruction, or any other costs caused by the obstruction, is not included in the quoted price. The additional cost to Customer shall be based on a time and materials basis, unless other arrangements are made.
- H. Property lines and furnished grades are to be established and verified by the Customer.
- I. Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to negligence on the part of Seller. Unless Seller anchors tanks using its recommended method, and warrants in writing that the tanks will not float, the Seller shall be held blameless in the event a tank should float. All expenses for equipment, labor, and materials to reinstall tanks shall be borne by Customer.
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- M. Seller reserves the right to charge to the Customer one and one-half percent (1 1/2%) per month on all past due balances. This represents an annual interest rate of eighteen percent (18%). The Customer agrees to pay Seller attorneys' fees of fifteen percent (15%) and all other costs of collection if its account is placed in the hands of an attorney for collection.
- N. Title to equipment remains vested in Seller until final payment is received. The warranty is void if payment is not made according to the terms of the Contract.
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- P. Partial payments will be expected as work progresses. Billings will be made as the various phases of the work are completed and as major items of equipment are delivered. Terms on equipment, unless otherwise specified are net 10 days from the date of delivery. **Delivery to our plant for purposes of convenience or co-operation shall be considered "Delivery" for billing purposes.**

Initials: _____

FOLLOWING CHARGES APPLY FOR CREDIT CARD TRANSACTIONS

\$2500 - \$9,999	MC/VISA - 1 %	AMEX - 2 %
\$ 10,000 +	MC/VISA - 2 %	AMEX - 4 %



Sales Quotation & Contract

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MECO of Savannah 311 Stiles Avenue Savannah, GA 31403 [912] 233-4523 Fax: [912] 234-4376

Quotation

To: Dawson County Fleet
 Attn: Shannon Harben
 960 Burt Creek Rd.
 Dawsonville, GA 30534
 PH 706-265-3052
 Sharben@dawsoncountyga.gov

Date: 3/28/2024
Terms: Net 15 Days Or As Noted
F.O.B: Job Site
Reference: Upgrades

Quantity	Description	Price	Total
1	VEEDER-ROOT TLS-450 PLUS UPGRADE PACKAGE TO INCLUDE: TLS-450 PLUS CONSOLE WITH THE FOLLOWING COMPONENTS 1-V/R-860091-302 TLS-450 PLUS CONSOLE, TOUCHSCREEN, INTEGRAL PRINTER 1-V/R-333545-001 TLS-450 PLUS APPLICATION SOFTWARE 1-V/R-332812-001 UNIVERSAL SENSOR MODULE INTERFACE 1-V/R-332813-001 UNIVERSAL INPUT/OUTPUT INTERFACE MODULE 1-V/R-332972-006 CSLD SOFTWARE ENHANCEMENT MODULE 1-V/R-332972-008 RISK MANAGEMENT DIGITAL LINE LEAK DETECTION FOR DPLLD 2-V/R-859080-002 DIGITAL PRESSURIZED LINE LEAK DETECTOR WITH SWIFTCHECK	20,089.00	20,089.00
1	GASBOY ATLAS X COMMERCIAL FLEET DISPENSER PACKAGE TO INCLUDE: GAS-9153GXTW2 F TWIN HOSE, TWIN PRODUCT, COMMERCIAL FLEET DISPENSER WITH LIGHT, 10:1 PULSER, INTERNAL FILTERS WITH WATER ALERT, LOWER DOORS PAINTED SILVER, BRAND PANEL GASOLINE/DIESEL. HOSE ASSEMBLIES: GAS-HA815 1" X 12', GREEN TRUCK DIESEL NOZZLE, MAGNETIC BREAKAWAY GAS-HA807 3/4" X 12', BLACK UNLEADED NOZZLE, MAGNETIC BREAKAWAY HOSE RETRIEVERS TO INCLUDE: GAS-G032659 HOSE CLAMP/SPRING REEL KITS 3/4" GAS-G032669 HOSE CLAMP/SPRING REEL KITS 1" GAS-M14476K001 ATLAS SUPPORT POST KITS	10,890.00	10,890.00
	Equipment Total		32,767.00
	Appropriate Tax Rate	0.00	0.00
	Installation Labor & Materials Total		6,503.00
	Veeder-Root Trade In Rebate Total		-2,000.00
	Grand Total		37,270.00
	<u>SCOPE OF WORK TO INCLUDE:</u>		
	VEEDER-ROOT A. REMOVE (1) TLS-350 CONSOLE AND (2) PLLD'S. TURN IN FOR REBATE TO VEEDER-ROOT. B. INSTALL (1) NEW TLS-450 PLUS CONSOLE. C. INSTALL (2) NEW DPLLD ELECTRONIC LINE LEAK DETECTORS REUSING THE EXISTING WIRING. D. PROBE AND SUMP SENSORS TO REMAIN IN PLACE AND BE REUSED WITH NEW CONSOLE. E. RECONNECT EXISTING TANK MONITOR INTERFACE WITH FUEL MASTER FMU. F. RECONNECT EXISTING CAT 5 INTERFACE. G. PROGRAM AND STARTUP AND TRAIN PERSONNEL ON NEW SYSTEM. (MUST BE DONE AT TIME OF INSTALLATION). H. COMPLETE WARRANTY REGISTRATION.		

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____



Sales Quotation & Contract

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Quotation

To: Dawson County Fleet
 Attn: Shannon Harben
 960 Burt Creek Rd.
 Dawsonville, GA 30534
 PH 706-265-3052
 Sharben@dawsoncountyga.gov

Date: 3/28/2024
Terms: Net 15 Days Or As Noted
F.O.B: Job Site
Reference: Upgrades

Quantity	Description	Price	Total
	<p align="center">SCOPE OF WORK TO INCLUDE:</p> <p>GASBOY FUEL DISPENSER:</p> <p>A. DEMO (1) GASBOY DUAL HOSE, DUAL PRODUCT DISPENSER AND HAUL OFF & DISPOSE.</p> <p>B. INSTALL (1) NEW GASBOY ATLAS X MECHANICAL FLEET DISPENSER. ALL PIPING WORK TO BE COMPLETED ABOVE THE EXISTING IMPACT VALVES. REUSE THE EXISTING ELECTRICAL POWER AND COMMUNICATION WIRING FOR THE INSTALLATION OF THE NEW FUEL DISPENSER.</p> <p>C. INSTALL NEW FUEL AND NOZZLE HOSE ASSEMBLIES TO INCLUDE HIGH HOSE RETRIEVERS.</p> <p>D. PURGE OUT THE NEW FUEL DISPENSER TO INCLUDE METER CALIBRATION.</p> <p>E. COMPLETE WARRANTY REGISTRATION OF THE GASBOY FUEL DISPENSER.</p> <p align="center">PLEASE NOTE THE FOLLOWING:</p> <p>1. PROPOSAL BASED ON REUSING THE EXISTING (2) TANK PROBES AND (2) PIPING SUMP SENSORS.</p> <p>2. PROPOSAL BASED ON REUSING THE EXISTING WIRING. IF ANY POWER OR COMMUNICATION WIRING HAS TO BE REPLACED THERE WILL BE ADDITIONAL COST THAT IS NOT INCLUDED IN THIS PROPOSAL.</p> <p>3. PROPOSAL BASED ON UTILIZING THE EXISTING CONFIGURATION IN THE TLS-350 TO PROGRAM THE NEW TLS-450 PLUS TANK MONITOR CONSOLE. IF THE TLS-350 CONSOLE IS NOT WORKING WHEN MECO DOES THE UPGRADE THE CUSTOMER MUST PROVIDE A TANK CHART FOR PROPER PROGRAMMING OF THE NEW VEEDER-ROOT TLS-450 PLUS CONSOLE.</p> <p>4. ALL PIPING WORK TO BE COMPLETED ABOVE THE EXISTING IMPACT VALVES. THIS PROPOSAL DOES NOT INCLUDE ANY COST FOR REPAIRS TO EXISTING PRODUCT LINES.</p> <p>5. THIS PROPOSAL DOES NOT INCLUDE ANY COST FOR TANK OR LINE TESTING.</p> <p>6. THIS PROPOSAL IS BASED ON CUSTOMER TRADING IN THE OLD VEEDER-ROOT TLS-350 CONSOLE AND (2) PLLD TRANSDUCER IN ORDER TO RECEIVE \$2000 TRADE IN REBATE. IF THE CUSTOMER DOES NOT WANT TO TRADE IN THIS EQUIPMENT THE REBATE DOES NOT APPLY.</p>		

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Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____

MECO Terms and Conditions

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- B. Prices quoted are for acceptance within thirty (30) days and, unless otherwise specified, are subject to change without notice after that date.
- C. Delivery promises are contingent upon fire, strikes, accidents, availability of materials, acts of God, or other causes beyond Seller's control. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Time for delivery shall not be of the essence of this Contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned.
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Initials: _____

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\$2500 - \$9,999	MC/VISA - 1 %	AMEX - 2 %
\$ 10,000 +	MC/VISA - 2 %	AMEX - 4 %



Sales Quotation & Contract

MECO of Atlanta **MECO of Albany** **MECO of Jacksonville** **MECO of Macon** **MECO of Savannah**
 4471 Amwiler Road NW 1922 Ledo Road 3626 Phoenix Avenue 4300 Interstate Drive 311 Stiles Avenue
 Doraville, GA 30360-2816 Albany, GA 31707 Jacksonville, FL 32206 Macon, GA 31210 Savannah, GA 31403
 [770] 448-6933 [229] 446-1515 [904] 354-6789 [478] 757-9173 [912] 233-4523
 Fax: [770] 447-0721 Fax: [229] 446-1513 Fax: [904] 353-2647 Fax: [478] 757-9311 Fax: [912] 234-4376

Quotation

To: Dawson County Fleet
 Attn: Shannon Harben
 960 Burt Creek Rd.
 Dawsonville, GA 30534
 PH 706-265-3052
 Sharben@dawsoncountyga.gov

Date: 4/11/2024
Terms: Net 15 Days Or As Noted
F.O.B: Job Site
Reference: Repairs

Quantity	Description	Price	Total
	<u>PARTS PACKAGE FOR UNLEADED SUBMERGED PUMP REPAIR:</u>		
1	MOR-691-0700 1V 1.5" FULL PORT BALL VALVE	82.00	82.00
1	R/J-330020-843 SUMP DRI KIT	172.00	172.00
	<u>MANHOLE PARTS PACKAGE TO INCLUDE:</u>		
2	EMC-569106 8" LID DUCTILE BOLT-DOWN MONITOR WELL	53.00	106.00
2	EMC-A0717-039LID 39.5" STEEL MANHOLE LID REPLACEMENT	849.00	1,698.00
	<u>OPW PARTS PACKAGE TO INCLUDE:</u>		
1	OPW-71SO-400C VAPOR TIGHT OVERFILL PREVENT DROP TUBE (UNLEADED)	929.00	929.00
1	OPW-71SO-4000 NON VAPOR TIGHT OVERFILL PREVENT DROP TUBE (DIESEL)	919.00	919.00
2	OPW-634TT-7085 4" TIGHT FILL CAP	49.00	98.00
1	EMC-A0099-002 STAGE I VAPOR CAP	49.00	49.00
	<u>RED JACKET PARTS PACKAGE TO INCLUDE:</u>		
1	R/J-UMP75S1 3/4 HP REPLACEMENT MOTOR	1,034.00	1,034.00
1	R/J-111-661-5 25 MFD CAPACITOR	181.00	181.00
1	<u>FREIGHT CHARGES</u>	275.00	275.00
	Equipment Total		5,543.00
	Appropriate Tax Rate	0.00	0.00
	Installation Labor & Materials Total		6,300.00
	Grand Total		11,843.00
	<u>SCOPE OF WORK TO INCLUDE:</u>		
	UNLEADED SUMP STP PIPE REPAIR		
	A. REPAIR/REPLACE ALL STEEL PIPING AND FITTINGS TO INCLUDE (1) BALL VALVE IN THE UNLEADED TANK SUMP.		
	B. PROVIDE NITROGEN TO PUSH PRODUCT BACK TO THE TANK TO VOID THE PRODUCT LINE.		
	C. REMOVE RESIDUAL FUEL FROM SUMP AND DISPOSE.		
	D. AIR TEST PRODUCT LINE TO ENSURE PRODUCT LINE IS TIGHT.		
	OVERFILL PREVENT DROP TUBE UPGRADE		
	A. DEMO THE EXISTING BALL FLOATS IN EACH TANK DIESEL/UNLEADED.		
	B. INSTALL (2) NEW OPW OVERFILL PREVENT DROP TUBES IN EACH FILL. PROPOSAL BASED ON BEING ABLE TO REMOVE THE EXISTING DROP TUBES.		
	C. PROVIDE 3RD PARTY TEST OF OVERFILL PREVENT DROP TUBES.		
	MANHOLE LIDS		
	A. REPLACE (2) MONITOR WELL MANHOLE LIDS AND (2) STP MANHOLE LIDS.		
	DIESEL STP MOTOR REPLACEMENT		
	A. REPLACE DIESEL SUBMERGED PUMP MOTOR AND CAPACITOR.		

Acceptance of Proposal:

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Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____

MECO of Atlanta

4471 Amwiler Road NW
Doraville, GA 30360-2816

[770] 448-6933
Fax: [770] 447-0721

MECO of Albany

1922 Ledo Road
Albany, GA 31707

[229] 446-1515
Fax: [229] 446-1513

MECO of Jacksonville

3626 Phoenix Avenue
Jacksonville, FL 32206

[904] 354-6789
Fax: [904] 353-2647

MECO of Macon

4300 Interstate Drive
Macon, GA 31210

[478] 757-9173
Fax: [478] 757-9311

MECO of Savannah

311 Stiles Avenue
Savannah, GA 31403

[912] 233-4523
Fax: [912] 234-4376

Quotation

To: Dawson County Fleet
Attn: Shannon Harben
960 Burt Creek Rd.
Dawsonville, GA 30534
PH 706-265-3052
Sharben@dawsoncountyga.gov

Date: 4/11/2024
Terms: Net 15 Days
Or As Noted
F.O.B: Job Site
Reference: Repairs

Quantity	Description	Price	Total
	<p align="center">PLEASE NOTE THE FOLLOWING:</p> <p>1. THE EXISTING FLEXIBLE PRODUCT PIPING MAY BE BRITTLE DUE TO AGE. MECO WILL USE CAUTION WITH PIPING DURING THE DEMO OF THE STEEL FITTINGS BUT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR REPLACEMENT COST TO THE FLEXIBLE PRODUCT LINE.</p> <p>2. PLEASE NOTE THE INSTALLATION OF THE NEW OVERFILL PREVENT DROP TUBES IS BASED ON BEING ABLE TO REMOVE THE EXISTING DROP TUBES WITHOUT EXCAVATING. IF THE EXISTING DROP TUBES ARE UNABLE TO BE REMOVED AND REQUIRE EXCAVATION TO REMOVE THEM THERE WILL BE ADDITIONAL COST THAT IS NOT INCLUDED IN THIS PROPOSAL.</p>		

Acceptance of Proposal:

The above prices, specifications, terms and conditions, as stated on the attached Terms & Conditions Page, are satisfactory, and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined by Section P of the attached Terms and Conditions page. I have read the attached Terms and Conditions page.

Signature: _____ **Date:** _____

MECO Authorization: _____ **Date:** _____



March 7, 2024

**Mr. Billy Thurmond, Chairman
Dawson County Commission
25 Justice Way, Suite 2313
Dawsonville, Georgia 30534**

**Re: Health Department
Community Development Block Grant (CDBG)**

Dear Chairman Thurmond:

Attached please find two copies of the contract for the Community Development Block Grant for the Health Department. GMRC staff will perform services associated with the preparation and submittal of the CDBG grant. Please sign and notarize both copies of the contract and return them to us for completion. We will return one fully executed copy for your files.

We are looking forward to working with Dawson County on this project and serving you in the future.

Sincerely,

Heather Feldman

**Heather Feldman
GMRC Executive Director**

HF/gk

Enclosure

PARTIES: Georgia Mountains Regional Commission;
Dawson County

SUBJECT: Health Department
Community Development Block Grant (CDBG)

TERM: March 1, 2024 through December 31, 2025

**AGREEMENT
APPLICATION PREPARATION**

THIS AGREEMENT entered into this ____ day of _____, 2024, between the GEORGIA MOUNTAINS REGIONAL COMMISSION, a public agency, hereinafter referred to as the "Commission", and DAWSON COUNTY, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the County desires to engage the Commission to prepare a full grant application in connection with the Community Development Block Grant (CDBG) Program for the above-referenced project; and,

WHEREAS, the Commission desires to render such services and warrants that it possesses the capabilities to satisfactorily render such services.

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

1. **Engagement of the GMRC:** The County agrees to engage the Commission and the Commission agrees to perform services associated with the preparation of the CDBG application.
2. **Compensation:** The Commission shall perform the preparation of the application for a fee of \$1,000.00.
3. **Time of Performance:** The Commission will immediately initiate the preparation of the CDBG application for submittal.

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

DAWSON COUNTY

By: _____
Billy Thurmond, Chairman

Subscribed and sworn to
in my presence:

Notary Public

(Seal)

GEORGIA MOUNTAINS REGIONAL
COMMISSION

By: _____
Heather Feldman, Executive Director

By: _____
Ken Schubring, Council Chairman

Subscribed and sworn to
in my presence:

Notary Public

(Seal)

FLASH REPORT



March 2024

Dawson County Government

www.dawsoncountyga.gov



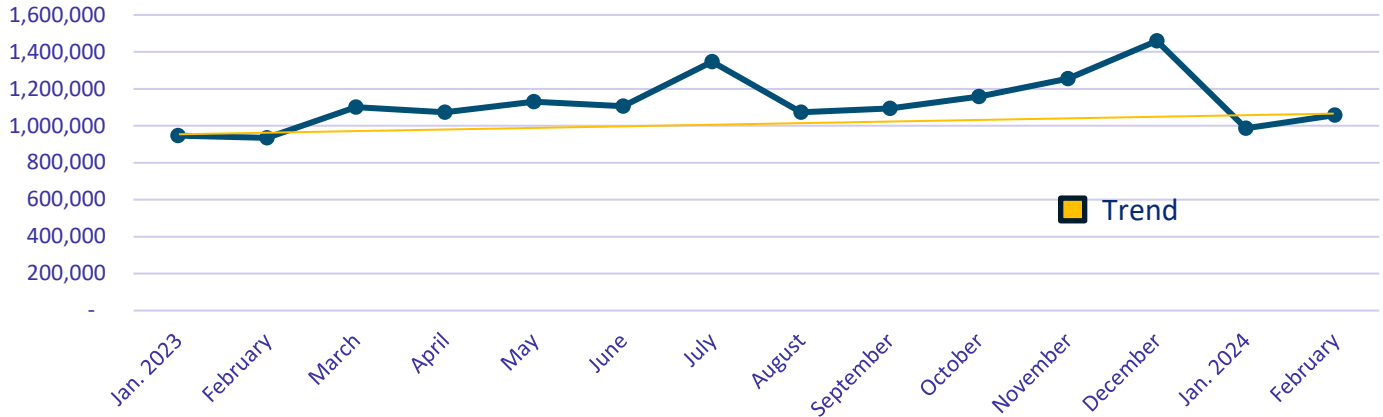
DAWSON COUNTY GOVERNMENT

FLASH REPORT

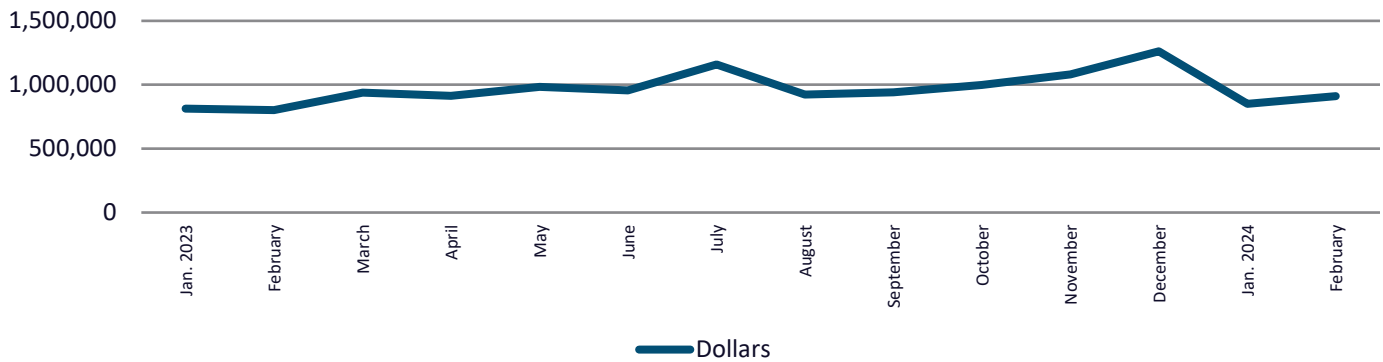
March 2024

Finance

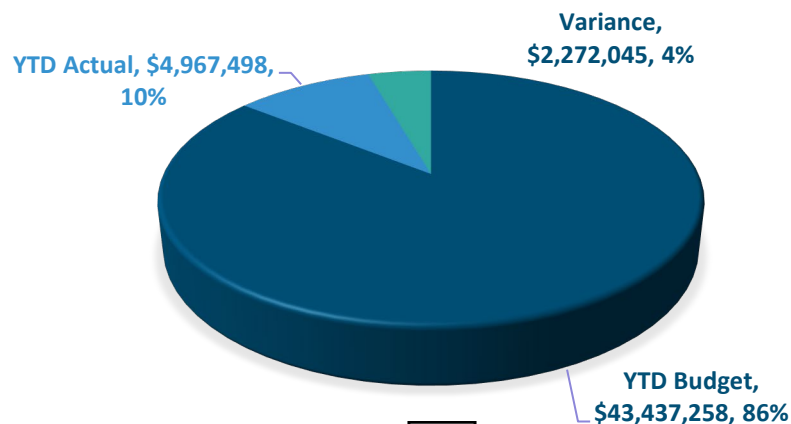
SPLOST VII COLLECTION CHART (in dollars)



LOST COLLECTION CHART



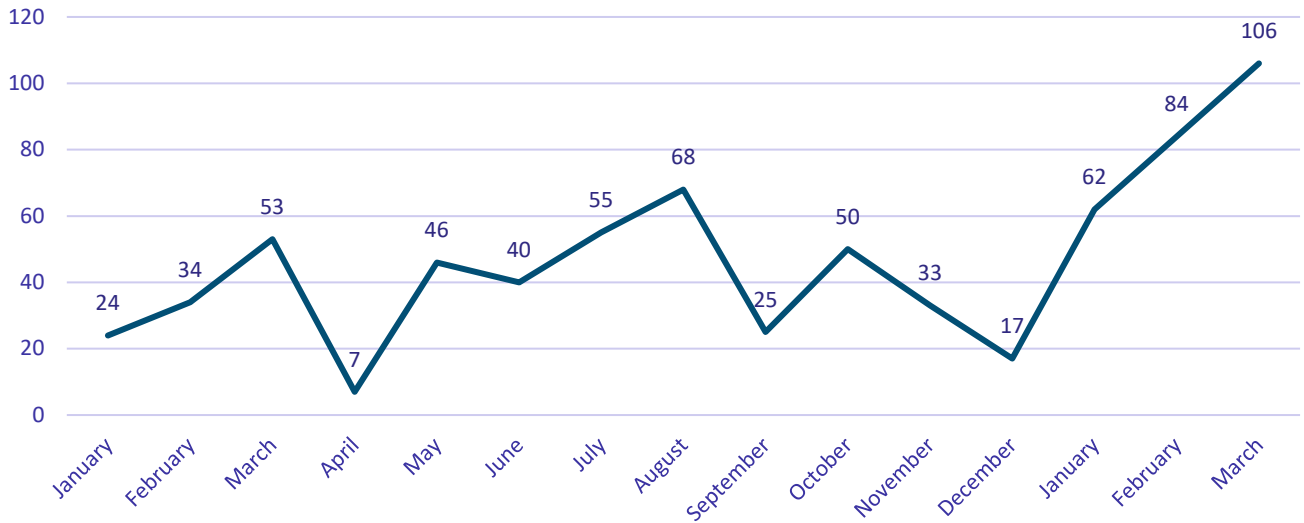
ALL REVENUE



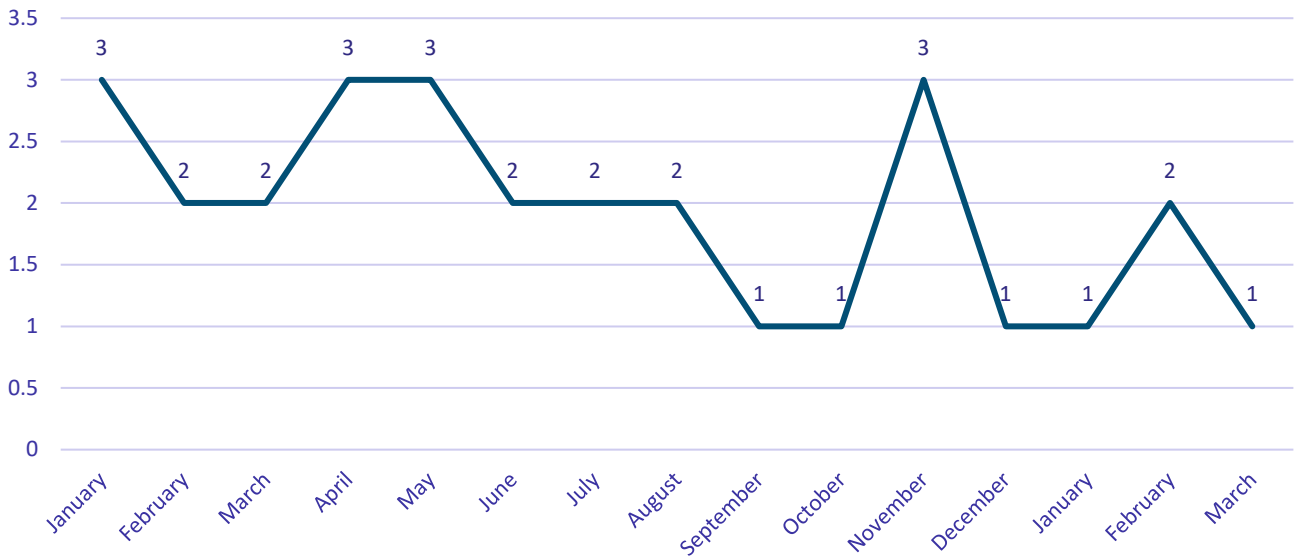


Planning & Development

SINGLE-FAMILY HOME BUILDING PERMITS ISSUED (New Construction Only)



COMMERCIAL BUILDING PERMITS ISSUED (New Construction Only)



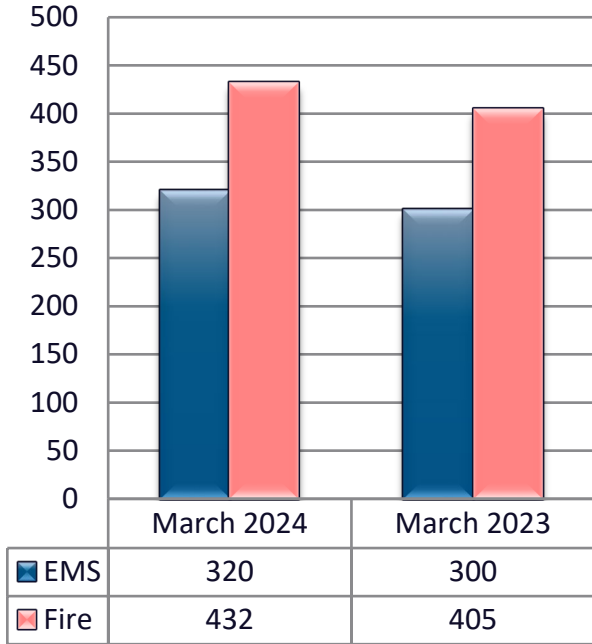


DAWSON COUNTY GOVERNMENT

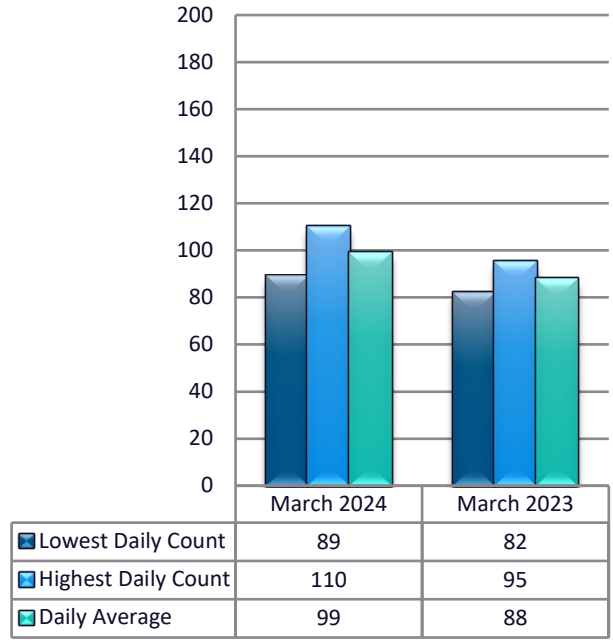
FLASH REPORT

March 2024

EMS/FIRE CALLS FOR SERVICE



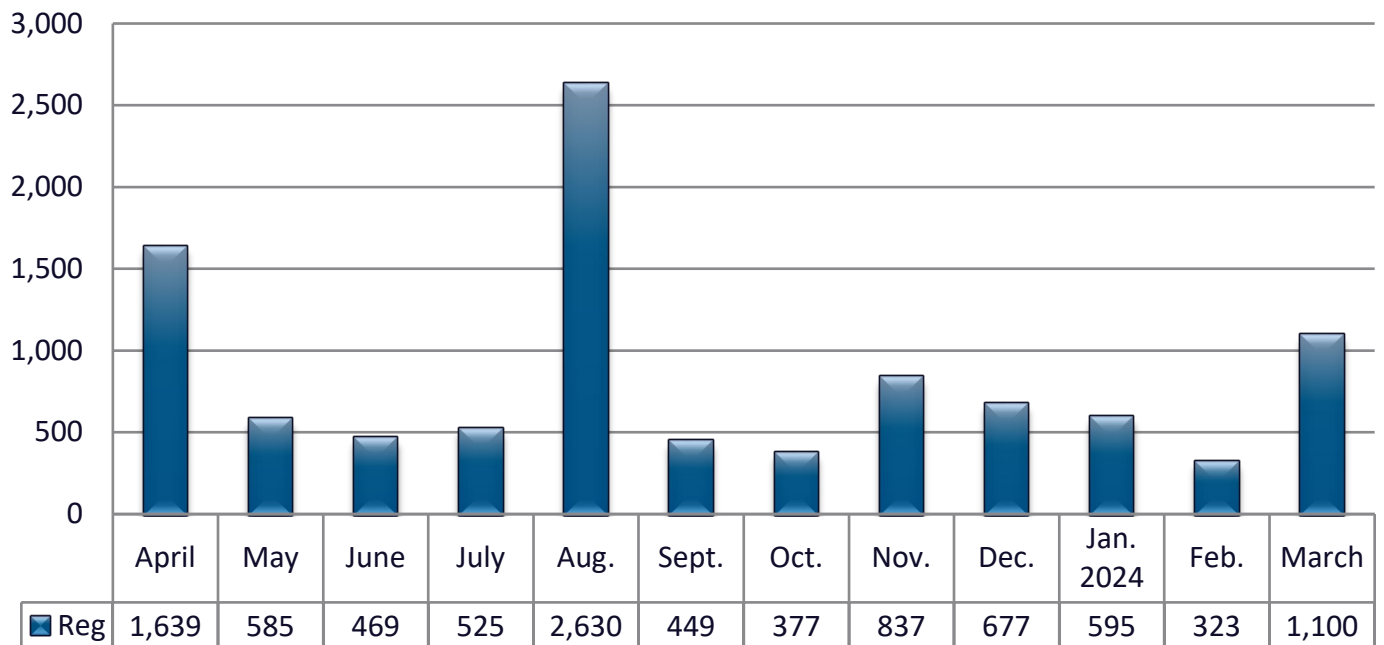
INMATE POPULATION



*Max Capacity: 192

Elections

VOTER REGISTRATIONS PROCESSED BY MONTH

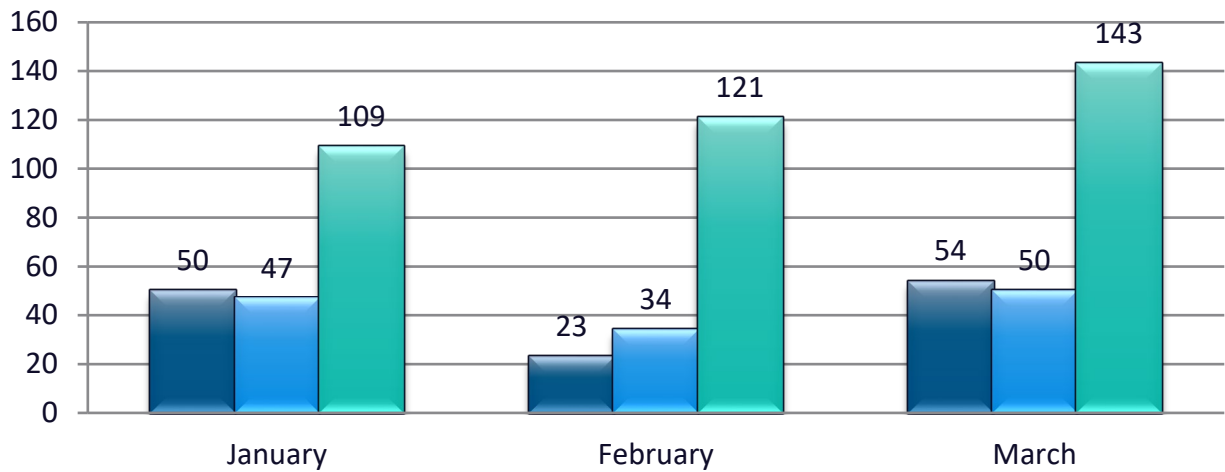




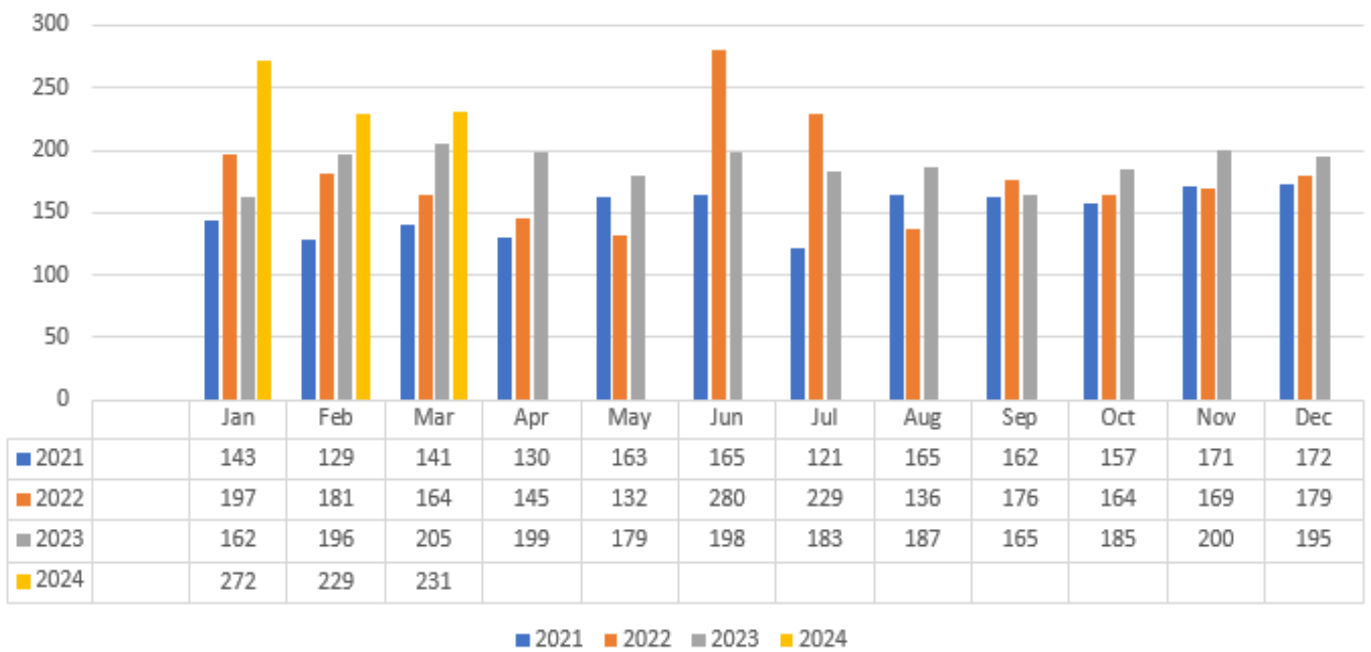
Service Requests by Department

2024 SERVICE REQUESTS RECEIVED

■ Roads ■ Facilities ■ Fleet



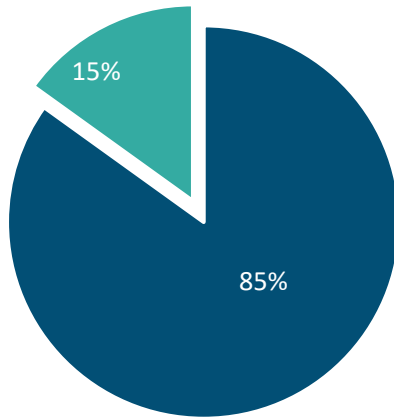
INFORMATION TECHNOLOGY WORK ORDERS BY MONTH





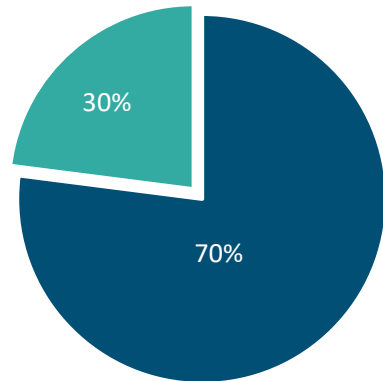
Human Resources

FULL-TIME VACANCY %



- Total FT Positions: 338
- FT Vacancies: 60

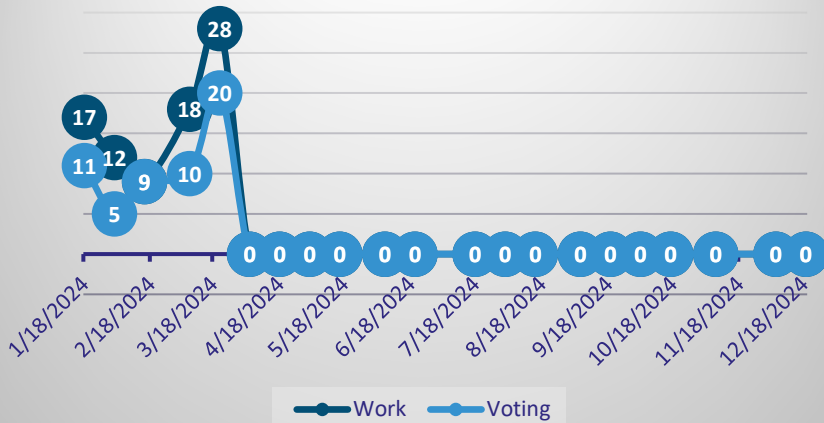
PART-TIME REGULAR VACANCY %



- Total PT-Reg Positions: 57
- PT-Reg Vacancies: 17

Public Relations

BOC



Streaming Viewers



Facebook Followers
6,298 (previous month 6,276)



X Followers
713 (previous month 712)



Instagram Followers
148 (previous month 147)

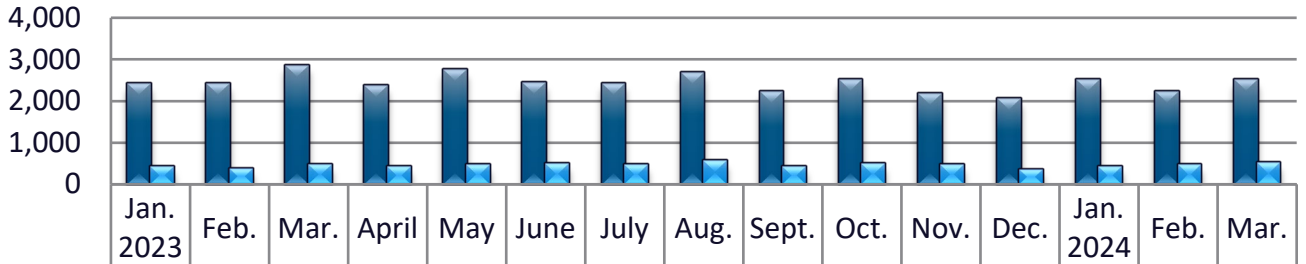


Website Visitors
18,351 (previous month 18,655)



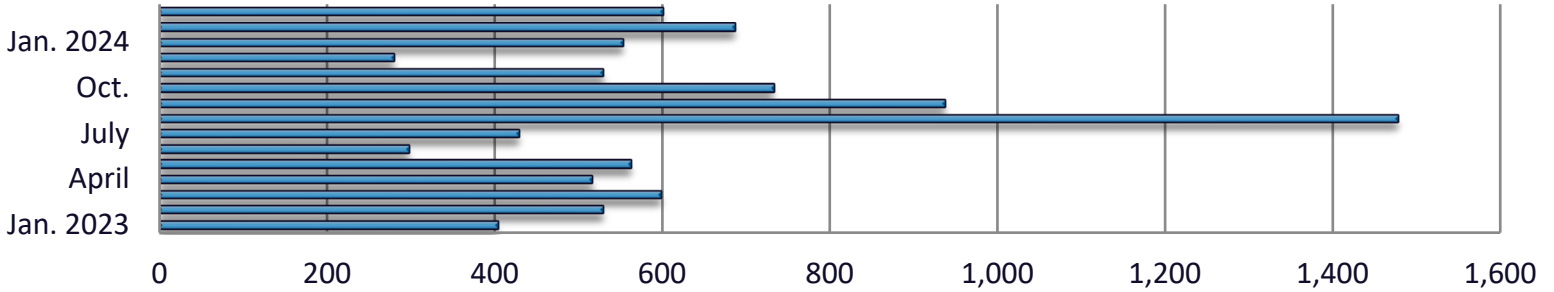
Senior Services

MEALS SERVED BY MONTH



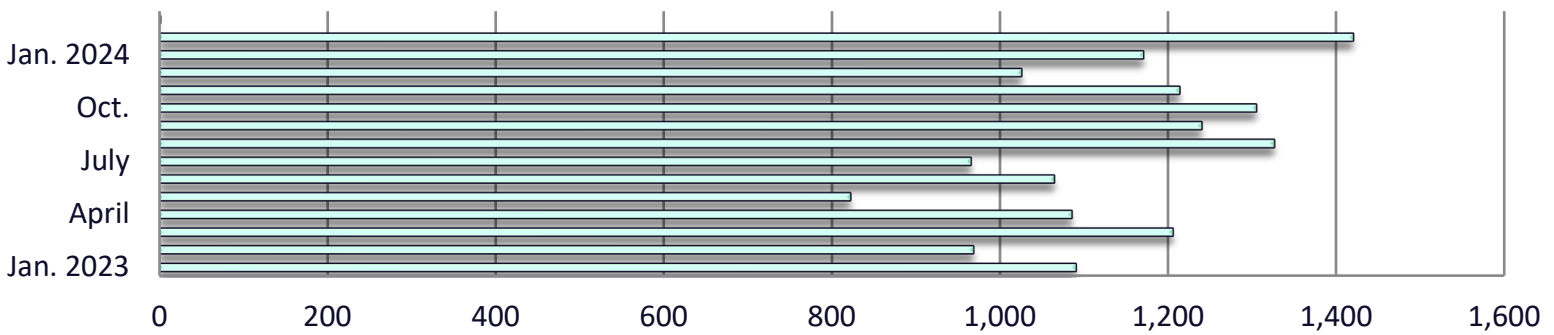
Meals on Wheels	2,424	2,430	2,863	2,361	2,742	2,446	2,432	2,692	2,225	2,520	2,180	2,064	2,506	2,231	2,521
Meals Served Onsite	423	378	481	420	458	491	459	571	430	490	460	365	423	475	515

PHYSICAL ACTIVITY PARTICIPANTS



Part	403	528	597	516	562	297	428	1,477	937	732	529	279	552	686	600
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TRANSIT - TOTAL TRIPS

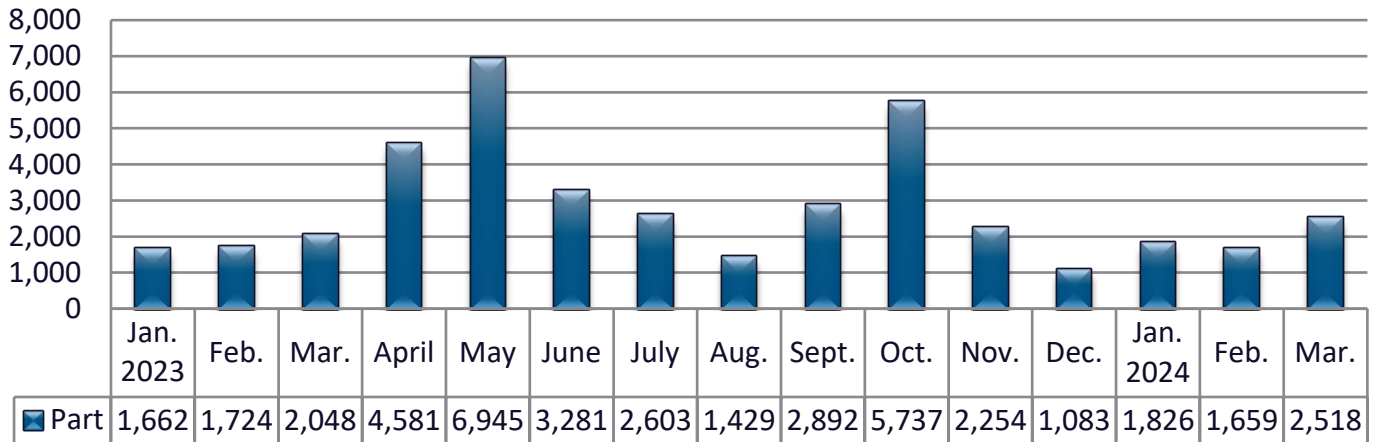


Trips	1,090	968	1,205	1,085	822	1,064	965	1,325	1,239	1,304	1,213	1,025	1,170	1,419	1,302
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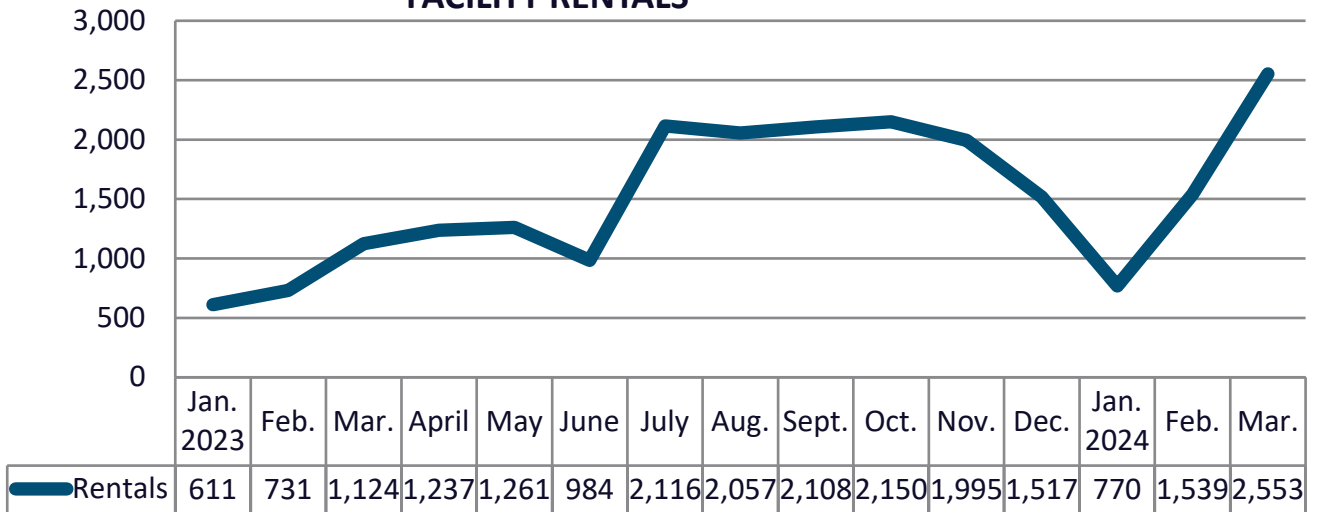


Parks & Recreation

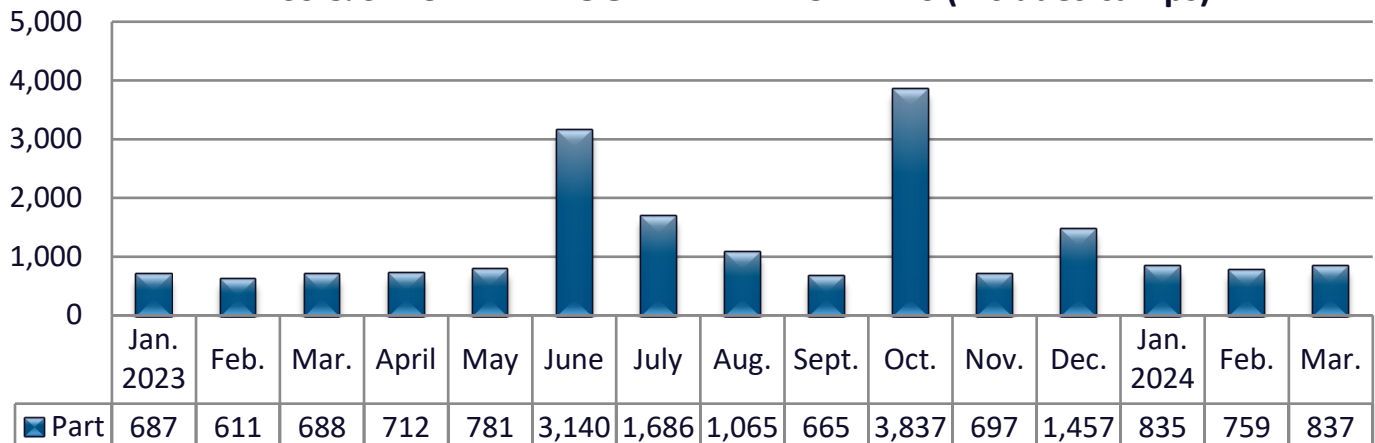
YOUTH SPORTS PARTICIPANTS BY MONTH



FACILITY RENTALS



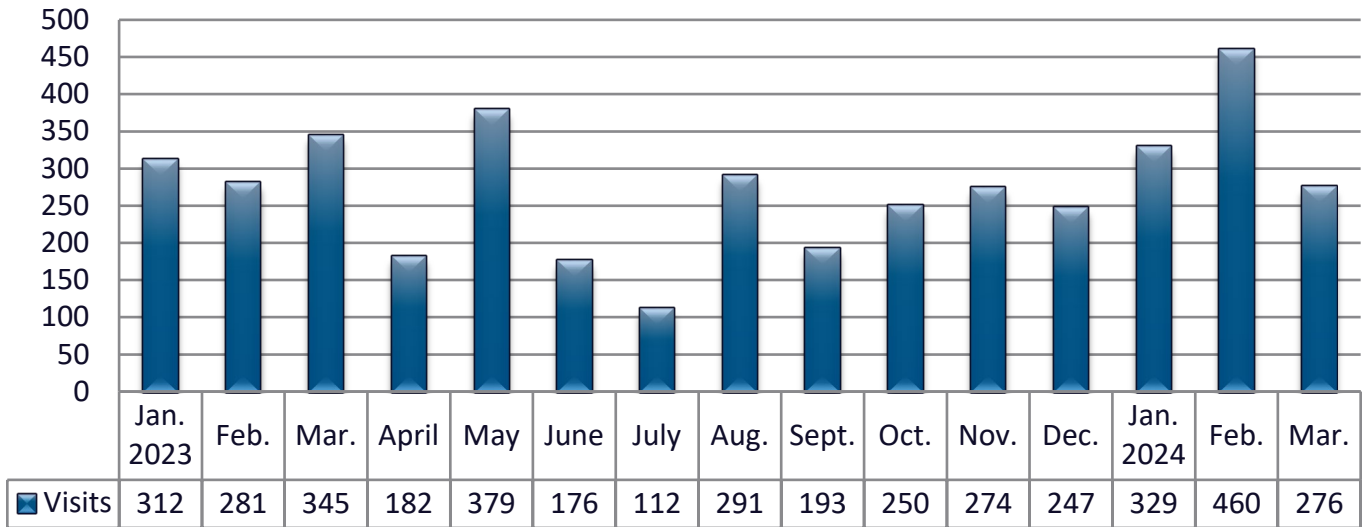
WELLNESS & SPECIALTY PROGRAM PARTICIPANTS (includes camps)





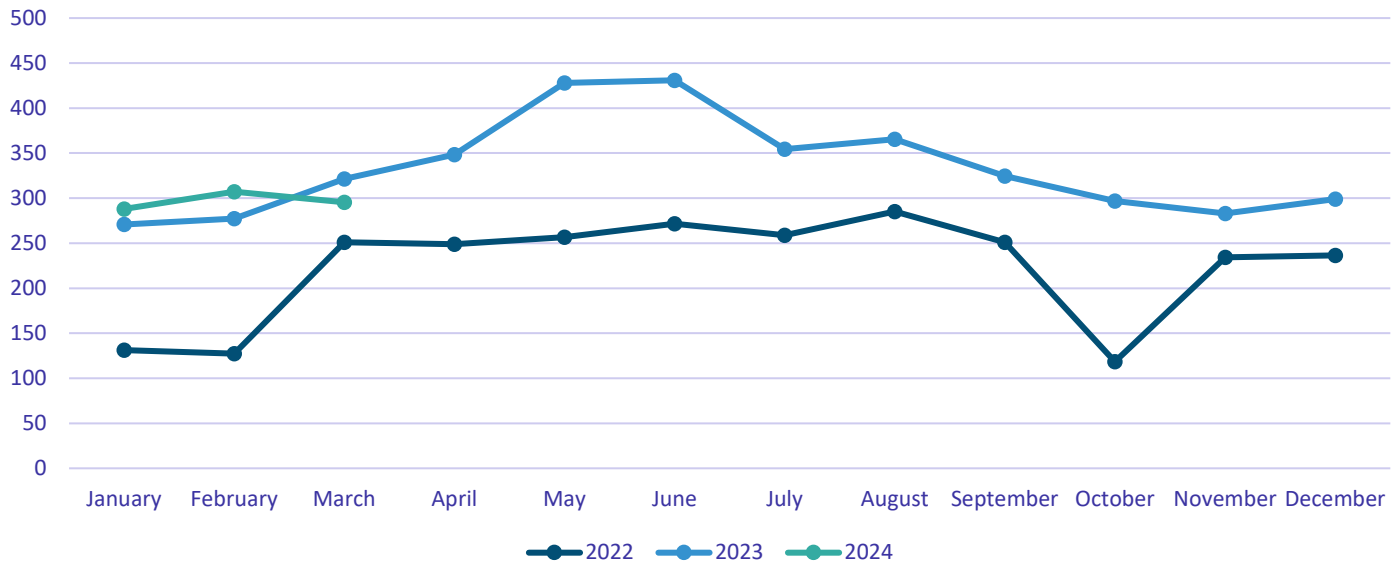
Marshal

TOTAL MONTHLY VISITS FOR CODE ENFORCEMENT AND ANIMAL CONTROL



Public Works

TRANSFER STATION TONNAGE COLLECTION



LOST and SPLOST Collections

Local Option Sales Tax (LOST) collections are up 13.5% for the same month in 2023 and up 9.0% for 2024 year to date. Special Purpose Local Option Sales Tax (SPLOST) collections are up 13.1% for the same month in 2023. Total SPLOST VII collections (July 2021 to present) are \$35,209,767.

February collections received in March are as follows:

LOST	\$909,864
SPLOST	\$1,056,851
County	\$964,905
City	\$91,946

Items Approved by the County Manager or Chief Financial Officer Since Last Report

AT&T	E 9-1-1	E 9-1-1 Call Handling Telephone System Update	Emergency Approved by BOC	Contract	\$220,050	Funding Source – SPLOST VII E 9-1-1 Funds
ThreatAdvice	Planning & Development	Secure Phone Tree Services	Contract	Invoice Payment	\$495	Funding Source – Planning & Development Regular Operating Budget
Pictometry – Eagle View	GIS	Fly-Overs to Obtain Orthogonal Image, Including Building Outlines to Record New Structures	Contract	Contract Amendment to Add 1,542 Parcels to Contract	\$678.48	Funding Source – GIS Regular Operating Budget

Street Smart Rentals	Public Works/Roads	Smart AFAD System – Auto Flagger for Road Work	Contract	Purchase Order	\$3,600	Funding Source – Roads Regular Operating Budget
Ascension Program Management	County Manager	Construction Management Services for the E 9-1-1/EOC Facility	Contract	Purchase Order	\$65,880	Funding Source – SPLOST VII E911 Funds