

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA - THURSDAY, FEBRUARY 4, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
6:00 PM**

A. ROLL CALL

B. OPENING PRESENTATION

Don Wells - Mountain Stewards

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ANNOUNCEMENTS

F. APPROVAL OF MINUTES

[Minutes](#) of the Voting Session held on January 21, 2016

G. APPROVAL OF AGENDA

H. PUBLIC COMMENT (3 minute limit/person 15 minutes maximum)

*Anyone wishing to speak at the Voting Session on any of the items below must notify the County Clerk five (5) days in advance of the scheduled meeting.

I. ALCOHOL LICENSE

J. ZONING

K. PUBLIC HEARING

L. UNFINISHED BUSINESS

1. Consideration of Animal Care and Control Agreement (*Postponed from the January 21, 2016 Voting Session*)
2. Consideration of County Attorney Reappointment (*Postponed from the January 21, 2016 Voting Session*)

M. NEW BUSINESS

1. Consideration of County Manager Appointment

N. ADJOURNMENT

O. PUBLIC COMMENT

*Anyone wishing to speak on a non-agenda item must notify the County Clerk within ten (10) minutes of the start of the Voting Session.

Hugh Stowers, Jr.

DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – JANUARY 21, 2016
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE
6:00PM

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

OPENING PRESENTATIONS:

- Bill Saling – Georgia Mountains Hospice Day Proclamation
- Bill Saling – Mardis Gras in the Mountains Proclamation

Motion passed unanimously to approve the Georgia Mountains Hospice Day Proclamation and the Mardis Gras in the Mountains Proclamation. Swafford/Hamby

- Frank M. Riley, Jr. – Chestatee/Chattahoochee RC & D Council

INVOCATION: Chairman Berg

PLEDGE OF ALLEGIANCE: Chairman Berg

ANNOUNCEMENTS:

- Commissioner Swafford announced that it was Chairman Berg's birthday.
- Chairman Berg announced that the Government Center would be closed due to inclement weather on Friday, January 22, 2016.
- Chairman Berg also announced that there would be no work session on Thursday, January 28, 2016 due to lack of business, but there would still be a voting session on February 4, 2016.
- Chairman Berg asked Public Works Director David McKee to give an update on the winter storm.
- Last, Chairman Berg announced that he would not be seeking re-election for the next term.

APPROVAL OF MINUTES:

Motion passed unanimously to approve the minutes from the Voting Session held on December 17, 2015. Nix/Swafford

APPROVAL OF THE AGENDA:

Motion passed unanimously to approve the agenda as presented. Hamby/Fausett

PUBLIC COMMENT:

None

ALCOHOL LICENSE HEARING:

None

ZONINGS:

ZA 15-03 – Delinda Umberger on behalf of Aqua Design Pool and Spas has made a request to rezone 1.998 acres from R-A (Residential Agricultural) to C-HB (Commercial Highway Business). The property is located at TMP 098-009. (*This item was previously heard and voted on but due to additional questions, it was agreed to be re-heard.*)

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

Attorney George Butler, Dahlonga, representing the applicant Delinda Umberger answered any additional questions that had been raised regarding the zoning request and agreed to provide additional options to be considered. He also stated that there would be no chemicals either opened or used on the property. It would be a design only business.

Chairman Berg asked if anyone wished to speak for the application. The following spoke in favor:

- Jeff Umberger- *Cleveland, Georgia*
- Jim Sharp- *Cumming, Georgia*

Chairman Berg asked if anyone wished to speak against the application. The following spoke in opposition:

- Christopher Light- *Cumming, Georgia*

Chairman Berg asked if anyone else wished to speak against the application, and hearing none, closed the hearing.

Motion made to postpone a decision until both sides had a chance to come together and work out a solution to the issues raised. Nix/

Motion died for lack of a second.

Motion passed 3-1 to approve ZA 15-03 with the following stipulations:

1. No architectural changes will be made to the existing building
2. Uses will be restricted to the five items listed under C-HB (Commercial Highway Business)
 - a. Small retail space
 - b. Small personal service business
 - c. Professional office
 - d. Restaurant
 - e. Small fabricating shop
3. An 8' high fence will be erected on the three residential sides

Hamby/Swofford- Commissioner Nix opposed the motion

ZA 15-07 - Karen Reece has made a request to rezone 6.8 acres from RSRMM (Residential Sub-Rural Manufactured/Moved) to C-HB (Commercial Highway Business). Karen Reece has also made a request to vary from the Land Use Resolution, Article IV, Section 121-99.1 for a front setback reduction. The property is located at TMP 113-012. *(Tabled from the December 17, 2015 Voting Session)*

Motion passed unanimously to approve ZA 15-07 as requested with the condition that the footprint remain the same. Swafford/Hamby

PUBLIC HEARING:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Consideration of Animal Care and Control Agreement

Motion passed unanimously to postpone consideration of the Animal Care and Control Agreement to the next voting session on February 4, 2016. Nix/Fausett

Consideration of CIE Annual Update Adoption Resolution

Motion passed unanimously to approve the CIE Annual Update Adoption Resolution. Swafford/Nix

Consideration of 2016 Qualifying Fees for Elected Officials Resolution

Motion passed unanimously to approve the 2016 Qualifying Fees for Elected Officials Resolution. Nix/Hamby

Consideration of Draft Memorandum of Understanding between Dawson and Forsyth County Governments regarding temporary placement of Forsyth County Firefighting Personnel and Equipment in Dawson County

Motion passed unanimously to approve the Draft MOU between Dawson and Forsyth County regarding the temporary placement of Forsyth County firefighting personnel and equipment. Hamby/Fausett

Consideration of County Attorney Reappointment

Motion passed unanimously to table the consideration of County Attorney reappointment until the next voting session on February 4, 2016. Nix/Fausett

Consideration of County Clerk Reappointment

Motion passed unanimously to reappoint Danielle Yarbrough as County Clerk. Swafford/Hamby

Consideration of Appointment of Commissioner Swafford for Vice-Chairman of the Board of Commissioners

Motion passed 3-0 to approve the reappointment of Commissioner Swafford as Vice-Chairman of the Board of Commissioners. Hamby/Nix- Commissioner Swafford abstained

Board Appointments:

Motion passed unanimously to approve the following board appointments:

a. Board of Assessors

- i. Mike Wenson (Term: January 2016 through December 2018)

b. Dawson County Health Board

- i. Kay D. Parrish- *replacing Penny Putnam* (Term: January 2016 through December 2017)

c. EMS Advisory Council Board

- i. Ricky Rexroat- *replacing Lanier Swafford* (Term: January 2016 through December 2017)
- ii. Lanier Swafford- *replacing Billy Thurmond* (Term: January 2016 through December 2017)

d. Parks and Recreation Board

- i. Spencer Wright (Term: January 2016 through December 2020)

Swafford/Fausett

Consideration of Use of Office Space within County Building-Adult Learning Center Agreement

Motion passed unanimously to approve the Use of Office Space within County Building-Adult Learning Center Agreement. Nix/Hamby

ADJOURNMENT:

PUBLIC COMMENT:

EXECUTIVE SESSION:

Motion passed unanimously to go into Executive Session. Nix/Hamby

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

APPROVE:

ATTEST:

Mike Berg, Chairman

Danielle Yarbrough, County Clerk

Backup material for agenda item:

1. Consideration of Animal Care and Control Agreement



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

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

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

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

Department: Planning & Development

Presenter: Rachel Burton

Submitted By: Rachel Burton

Date Submitted: 1/6/2016

Item of Business/Agenda Title: FY 2016 Animal Care and Control Agreement with the Humane Society

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

THE ITEM IS FOR:

Work Session presentation only
(no action needed)

OR **Commission Action Needed.**

Is there a deadline on this item? If so, Explain: _____

Purpose of Request: To approve the annual agreement with the Humane Society for animals taken from Animal Control

Department Recommendation: Approve contract as submitted

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

Yes Explanation/ Additional Information: _____

No

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

Yes Explanation/ Additional Information: _____

No

Amount Requested: \$120,000

Amount Budgeted: \$120,000 for FY 2016

Fund Name and Account Number: 100-00-3915-523900-000

Administration Staff Authorization

Dept. Head Authorization: Rachel Burton

Date: 1/6/2016

Finance Dept. Authorization: Dena Bosten

Date: 1/7/2016

County Manager Authorization: _____

Work Session Date: 1/14/2016

Comments: _____

Attachments: FY 2016 Animal Care and Control Agreement



DAWSON COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: FY 2016 Animal Care and Control Agreement with the Humane Society

DATE: 01/06/2016

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

BUDGET INFORMATION:

ANNUAL- \$120,000
CAPITAL-

COMMISSION ACTION REQUESTED ON: 01/21/2016

PURPOSE: Contract with the Humane Society for the care and control of animals taken to the Humane Society by Dawson County Animal Control.

HISTORY: Contracts were previously approved on May 19, 2005, June 1, 2008, May 7, 2009, March 30, 2010, and March 19, 2015. Land lease is tied to the animal care and control agreement.

FACTS AND ISSUES: The only change made from March 9, 2015 contract is the contract amount. Previous amount was \$126,000. The FY 2016 amount is \$120,000.

OPTIONS: Recommend agreement as presented or recommend alternate action.

RECOMMENDED SAMPLE MOTION: Motion to approve the FY 2016 Animal Control and Care Agreement as presented.

DEPARTMENT:

Prepared by: Rachel Burton

Director: Planning & Development

ANIMAL CARE AND CONTROL AGREEMENT

This Animal Care and Control Agreement is hereby made and entered into this 4th day of February, 2016 by and between Dawson County, Georgia (“Dawson County”), a body politic of the State of Georgia, and the Dawson County Humane Society, Inc. (“Humane Society”), a 501(c)(3) organization.

Whereas, Dawson County adopted an ordinance regarding the control of animals within the unincorporated area of Dawson County; and

Whereas, the Humane Society operates a facility (“shelter”) within which animals may be temporarily housed in accord with the terms of a certain lease agreement between Dawson County and the Humane Society dated April 7, 2005; and

Whereas, in order to enforce the animal control ordinance, Dawson County needs a location and facility where animals seized pursuant to such ordinance may be housed; and

Whereas, the parties hereto entered into Animal Care and Control Agreements dated May 19, 2005 and June 1, 2008 and May 7, 2009 and March 30, 2010 and March 19, 2015; and

Whereas, the parties have complied with the terms of paragraph 3 of the lease agreement between these parties regarding the fee to be paid to the Humane Society in exchange for the Humane Society accepting stray and abandoned animals delivered by Dawson County Animal Control Officers (“Animal Control Officers”).

Now, therefore, the parties hereto hereby consent and agree as follows:

1. Recitals. The foregoing recitals, each being true, are hereby made a part of this agreement and should not be considered mere recitals.

2. Housing of Animals. Dawson County shall be entitled to house animals at the facility maintained or designated by the Humane Society located upon the premises described within the lease agreement between these parties dated April 7, 2005.

3. Fees. Dawson County shall pay to the Humane Society monthly payments of ten thousand and 00/100 (\$10,000.00) beginning January 1, 2016 and continuing through December 31, 2016 for a total annual payment of one hundred twenty thousand and 00/100 (\$120,000.00).

4. Hold Harmless. Dawson County hereby agrees to hold the Humane Society harmless from any claim or cause of action asserted by Dawson County as a result of the Humane Society performing the duties specified in Paragraph 5 hereof.

5. Duties of Humane Society. The Humane Society agrees to perform the following duties as part of this Animal Care and Control Agreement:

(a) all dogs and cats delivered by a Dawson County Animal Control Officer shall be accepted into the shelter maintained and operated by the Humane Society;

(b) any dog delivered to the shelter in accord with the terms hereof shall receive the following medical treatment: distemper combination, kennel cough vaccinations, heartworm testing, health assessment, broad spectrum wormer, and flea and tick control, unless a dog is deemed not adoptable by the director of the shelter;

(c) any cat delivered to the shelter in accord with the terms hereof shall receive the following medical treatment: distemper combination, health assessment, broad spectrum wormer, and flea and tick control, unless a cat is deemed not adoptable by the director of the shelter;

(d) spay and neutering of dogs and cats delivered to the shelter may be accomplished pursuant to an adoption contract for any such animal; otherwise, spay and neutering of all animals delivered to the shelter in accord with the terms hereof shall be

accomplished by the Humane Society staff or contracted personnel if practical and possible;

(e) dogs delivered to the shelter in accord with the terms hereof shall be fed once daily, unless a dog's health dictates otherwise;

(f) cats delivered to the shelter in accord with the terms hereof shall have dry food available at all times, unless a cat's health dictates otherwise;

(g) any dog or cat delivered to the shelter in accord with the terms hereof suffering from a terminal injury or disease with no reasonable likelihood of recovery shall be euthanized immediately, and the lawful owner, if known, of such animal shall be charged \$50.00 for euthanasia and disposal. Dawson County shall not be charged any fee for such service;

(h) any dog or cat delivered to the shelter by a Dawson County Animal Control Officer in accord with the terms hereof shall remain within the shelter for three (3) days before ownership shall be transferred to the Humane Society. However, any feral animal delivered to the shelter by a Dawson County Animal Control Officer shall be exempt from the terms of this subparagraph, and the Humane Society shall not be required to allow such animal to remain within the shelter for three days. A "feral" animal is an animal that is wild or untamed and includes any previously domesticated animal that has reverted to a wild or untamed state characterized by behavior normally attributed to wild animals. Any animal with a collar shall not be deemed feral. If an animal is determined to be microchipped or spayed/neutered, then such animal shall not be deemed feral. Any animal not captured in a trap or by any method not requiring special animal handling activities, such as a catchpole or a dartgun or a net, shall not be deemed feral. All animals suspected of being feral, but not identified as such by Animal Control Officers because of the method of capture, shall be held in the trap/cage in which the animal arrives at the shelter for one overnight period during which time the

animal shall be offered food, water, and privacy to the extent permitted by safety and practicality. After the one overnight period, the shelter director or person in charge for the day and the acting manager or most senior kennel employee may agree that the animal acts as a feral animal, and the animal may be euthanized immediately if no microchip or reasonable evidence of being spayed/neutered is discovered when the animal is sedated;

(i) any dog or cat delivered to the shelter in accord with the terms hereof that is involved in a bite case shall be boarded at the shelter for at least ten (10) days as a rabies quarantine. If the lawful owner of such animal may reasonably be determined, then such owner shall be charged a boarding fee of \$20.00 per day. A dog or cat delivered to the shelter by a Animal Control Officer of Dawson County involved in a bite case may be euthanized or isolated after ten (10) days depending upon the likelihood of ownership being determined;

(j) Animal Control Officers of Dawson County shall be provided a key to the intake area of the shelter of the Dawson County Humane Society so that Animal Control Officers shall have twenty-four (24) hour access to the shelter;

(k) The Humane Society shall provide the Board of Commissioners of Dawson County a financial audit prepared by a certified public accountant approved by Dawson County for the year 2015 on, or before, the 30th day of June, 2016; and

(l) The Humane Society shall provide the Board of Commissioners on a monthly basis a form or chart containing the following data:

(1) on the last day of the previous month, the number of animals in holding, to be separated by the number of cats, the number of dogs, and the total number of animals;

(2) the number of animals brought by Animal Control Officers for the month;

(3) the number of animals adopted out of the facility during the previous month;

(4) the number of animals euthanized during the previous month; and

(5) on the first day of the month, the number of animals in holding, to be separated by the number of cats, the number of dogs, and the total number of animals.

6. Veterinarian Services. The Humane Society shall maintain a contract with a licensed veterinarian for services. The shelter of the Humane Society shall be licensed and certified through the Georgia Department of Agriculture. The appropriate Veterinarian DEA License and state certification shall be posted within the shelter. The shelter of the Humane Society shall operate and comply with the guidelines, rules, regulations, and inspection requirements of the State of Georgia Department of Agriculture.

7. Term. The parties hereto consent and agree that this Agreement shall remain in effect from January 1, 2016 through December 31, 2016, unless terminated in accord with paragraph 8 herein

8. Termination: Either party hereto may terminate this Agreement by providing written notice to the other party of intent to terminate the Agreement thirty (30) days from the date of notice. This contract and agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Dawson County.

9. Severability. If any paragraph or any term hereof is declared un-enforceable or unconstitutional for any reason whatsoever, than the remaining provisions and paragraphs shall remain valid and enforceable.

10. Notices. Any notice that must be provided in accord with the terms hereof shall be provided to the following address:

Dawson County

c/o County Manager
25 Justice Way
Suite 2236
Dawsonville, GA 30534

Dawson County Humane Society, Inc.
c/o Chairman
633 Martin Road
P.O. Box 360
Dawsonville, GA 30534

11. Authority. Dawson County hereby warrants that Dawson County maintains the authority to enter into this contract. The Humane Society hereby warrants that the Humane Society maintains the authority to enter into this contract.

This ___ day of _____, 2016.

Dawson County

Attest:

By:

Mike Berg, Chairman
Dawson County Commission

Danielle Yarbrough
Clerk

Dawson County Humane Society, Inc.

Attest:

By: _____

Name: _____

Title: _____

Title: _____