

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA – THURSDAY, MAY 2, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

NEW BUSINESS

1. Presentation of Request to Accept 2024 Emergency Management Performance Grant- Emergency Services Division Chief of Training and Operations Johnny Irvin
2. Presentation of Family Connection's Request to Accept Increase of Georgia Department of Human Services Grant- Family Connection Coordinator Rebecca Bliss
3. Presentation of Family Connection's Request to Accept United Way for Dawson County Grant Funds- Family Connection Coordinator Rebecca Bliss
4. Presentation of Legacy Link FY 2024 Addendum No. 1 Contract for Nutrition Program Services- Senior Services Director Dawn Johnson
5. Presentation of an Intergovernmental Agreement Between Dawson County and the City of Dawsonville Concerning Burt Creek Road Improvement- Public Works Director Robert Drewry
6. Presentation of Request to Approve a Proposed 2024 Local Maintenance and Improvement Grant Local Road Assistance Administration Funds Application- Public Works Director Robert Drewry
7. Presentation of a Resolution to Amend Transfer Station Fee Schedule to Accept Television and Computer Monitor Recycling- Public Works Director Robert Drewry
8. Presentation of Request to Initiate Professional Engineering Services for Lumpkin Campground Road Intersection Improvements and Allocate Funds from Impact Fees- Public Works Director Robert Drewry
9. Presentation of Proposed Amendment of Chapter 105 - Buildings and Building Regulations- Planning & Development Director Sharon Farrell
10. Presentation of Professional Exemption and Budget Request for the Design of the Styles Park Trails- County Manager Joey Leverette / Purchasing Manager Melissa Hawk
11. Presentation of a Resolution of Support Concerning the Dawson Forest Wildlife Management Area Land Currently Owned by the City of Atlanta- County Attorney
12. Presentation of a Jarrard & Davis Waiver of Conflict Concerning Cherokee County and a Proposed Minor Subdivision that Includes Land in Both Dawson and Cherokee Counties- County Attorney

13. County Manager Report

14. 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.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: May 2, 2024

Prepared By: Troy Leist, Chief

Voting Session: May 16, 2024

Presenter: Johnny Irvin, Division Chief

Public Hearing: Yes No

Agenda Item Title: Seeking Approval to Accept the EMPG Grant

Background Information:

For many years, Dawson County has been awarded the (EMPG) Emergency Management Performance Grant through GEMA. This year's grant will help pay for two live, remote weather cameras/weather stations. These weather stations will be located at Crystal Falls golf course and Chestatee golf course. They will give us real-time weather and a live video feed of the area.

Current Information:

We are seeking approval to accept this year's EMPG grant. This grant is a 50/50 match grant with \$7,784 coming from the grant and \$7,784 coming from the county for a total of \$15,568.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: _____

Department Head Authorization: TL

Date: April 11, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP
GOVERNOR



JAMES C. STALLINGS
DIRECTOR

March 28, 2024

Dear County EMA Directors,

Georgia Emergency Management and Homeland Security Agency (GEMA/HS) has received increased funding in the State of Georgia's Amended Fiscal Year 2024 budget, for the purpose of restoring full previous payment amounts to the Emergency Management Agencies (EMA) across the State. This will include full funding for the FY 2023 EMPG pass through funds to each EMA. It will also include a separate opportunity to receive funding to make up for the ten percent reduction, announced in my former letter dated February 1, 2023.

In the next few weeks, you will receive information from our Preparedness Grants and Programs division with the details of the administrative process required. There will be a requirement to process these two payments separately due to the federal administrative requirements associated with them.

I want to thank Governor Kemp, the Governor's Office of Planning and Budget, and both the House and Senate Appropriations Committees in close coordination with our Agency to provide this increased funding.

Last Friday, March 22, 2024, Congress passed the funding legislation for FEMA and the U.S. Department of Homeland Security for Federal Fiscal Year 2024. The national level EMPG was funded 9% below the 2023 level. We do not know the exact funding amount we will receive at GEMA/HS based on that change. It is expected to have some level of impact on the funds we have available for the FY 2024 budget.

Thanks to all of you for your continued work on behalf of your organizations and the citizens of Georgia that you represent. We look forward to continuing to utilize these funds for both planning and preparation to ensure we are ready, together, to face the next challenges that come our way.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Stallings".

James C. Stallings

/al



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Family Connection

Work Session: May 2, 2024

Prepared By: Rebecca Bliss

Voting Session: May 16, 2024

Presenter: Rebecca Bliss

Public Hearing: Yes No

Agenda Item Title: Presentation of request for BOC to accept increase of Georgia Division of Human Services (DHS) grant for in the amount of \$3,750.00.

Background Information:

Dawson County Family Connection’s (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

On Thursday, March 21, the Dawson County BOC accepted funds designated for DCFC from DHS in the amount \$52,500. On Thursday, March 28, the Georgia General Assembly adjourned having voted in its final version of the FY25 budget, which reflects a \$3,750 increase in funding for each Family Connection Collaborative. (New FY25 contract total, \$56,250.)

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

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: To accept additional FY25 funds awarded in the amount of \$3,750.00 from DHS to DCFC.

Department Head Authorization: Rebecca Bliss

Date: 04/22/2024

Finance Department Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: Notice of increase from Georgia Family Connection Regional Manager Toni Brown.

From: Toni Brown
To: [Don Barber \(pastor.rabunapinesbyterian@gmail.com\)](mailto:Don.Barber@pastor.rabunapinesbyterian@gmail.com); jacquedevereaux@dji.state.ga.us; [Jeff Morgan; Mandy Power](mailto:Jeff.Morgan@mandypower.com); [Phillippa Lewis Moss; Milford Regent](mailto:Phillippa.Lewis.Moss@milfordregent.com); [Richard Sutherland - Hart County](mailto:Richard.Sutherland@hartcountyga.gov); [Shelby Ward; Shelby Ward@northgatech.edu](mailto:Shelby.Ward@northgatech.edu); [Stacey Morgan; Stacie Johnson](mailto:Stacey.Morgan@staciejohnson.com); [Stephen Bartlett@myfec.org](mailto:stephen.bartlett@myfec.org)
Cc: rosiemccormick@cumquid.org; [Virginia Dick; amibby@towncountyschools.org](mailto:Virginia.Dick@amibby@towncountyschools.org); kyriette.barker@lumpkinschools.com; bankscountyfc@gmail.com; d.barrett@habershamschools.com; kjones@ucschools.org; [Noel Pauley; hcfcn.director@gmail.com](mailto:Noel.Pauley@hcfcn.director@gmail.com); rabuncountyfamilyconnection@gmail.com; [Nanette Baughman \(nanette.baughman@white.k12.ga.us\)](mailto:Nanette.Baughman@nanette.baughman@white.k12.ga.us); [Rebecca Bliss; sarah@forsythconnection.org](mailto:Rebecca.Bliss@forsythconnection.org); [Susan Harris@franklin.k12.ga.us](mailto:susan.harris@franklin.k12.ga.us); [Toni Brown](mailto:Toni.Brown@gaafcp.org)
Subject: GOOD NEWS - FY25 Budget increase of \$3,750 for each county
Date: Tuesday, April 2, 2024 12:10:26 PM

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Family Connection Board Chair,

GREAT NEWS! The Georgia General Assembly adjourned on Thursday, March 28, ending the 2024 legislative session. It is with gratitude to our legislators who partner with us that I share with you that their final version of the FY25 budget reflects a **\$3,750 increase** for each Georgia Family Connection Collaborative over your FY24 allocation. What this means for our statewide network is that all FY25 county contracts will be increased to **\$56,250**.

I hope you as board chair have been talking with the board about how to allocate the increase for FY25. My recommendation is to add it to the coordinator salary package or contractors' package, but it is truly a board decision. Let me know how I can help you as you move forward.

I'll be in touch with coordinator soon about how to make those budget revisions for FY25. Thank you for your patience as we navigate this process.

Toni Brown
Regional Manager, Georgia Family Connection Partnership
706-491-4295 | www.gaafcp.org | toni@gaafcp.org



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Family Connection

Work Session: May 2, 2024

Prepared By: Rebecca Bliss

Voting Session: May 16, 2024

Presenter: Rebecca Bliss

Public Hearing: Yes No

Agenda Item Title: Presentation of request for BOC to accept United Way for Dawson County grant funds in the amount of \$5,500

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information :

DCFC is being awarded \$5,500 in grant funds* by United Way for Dawson County. DCFC agrees to provide Trust Based Relational Intervention (TBRI) Training as well as provide a Poverty Simulation event to the Dawson County community. *No match required

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

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: To accept funds awarded in the amount of \$5,500.00 from United Way for Dawson County for DCFC as designated above.

Department Head Authorization: Rebecca Bliss

Date: 04/22/2024

Finance Department Authorization: Vickie Neikirk

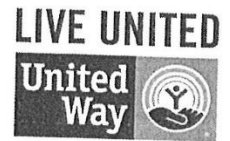
Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: 2024 United Way for Dawson County Letter of Award to DCFC

United Way for Dawson County
PO Box 1350
Cumming, GA 30028
tel 770.781.4110
fax 770.781.4558
www.UnitedWayForsyth.com/DawsonCounty



April 12, 2024

Rebecca Bliss
Dawson County Family Connection
PO Box 872
Dawsonville, GA 30534

Dear Rebecca:

Thank you for your submission of the 2024 Agency Application and budget presentation to the Allocations Committee. After thoughtful consideration of your request and review of your application, programs and finances, United Way for Dawson County has awarded Dawson County Family Connection funds to be used for the following areas/programs: \$5,000 to be used for Trust Based Relational Intervention (TBRI) training for 50 participants and \$500 to be applied to the cost of providing a Poverty Simulation to the community, for a total of \$5,500, for the year 2024. Payments of \$1,375 will be distributed on a quarterly basis beginning in April.

Note: Funding is contingent upon the reasonable success of campaign pledges as well as the collection on pledges from United Way for Dawson County's annual fundraising campaign.

Your allocation is comprised of funds designated by contributors to Dawson County Family Connection in the amount of \$349.70; the remaining \$5,150.30 will be allocated from the general campaign fund. Enclosed you will find a printout of the names and addresses of individuals who designated their donation to your agency for use in sending out thank you notes.

Upon acceptance of this funding, please be reminded of the terms of our Statement of Agreement. If you have any questions regarding your allocation, please do not hesitate to call our office at 770-781-4110.

We look forward to working with you this year as we strive to enhance the quality of life for all residents of Dawson County and thank you for the services you provide in our community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth", is written over a light blue horizontal line.

Ruth Goode
Executive Director

Mission Statement: To improve lives in our community by mobilizing the caring power and spirit of our citizens.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Senior Services

Work Session: May 2, 2024

Prepared By: Dawson Johnson

Voting Session: May 16, 2024

Presenter: Dawn Johnson

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation of FY24 Legacy Link Contract Addendum #1

Background Information:

Legacy Link will add addendums each year to our yearly contract for services depending on what is available from federal and state sources on our grant.

Current Information:

This is the first addendum from Legacy Link for FY24. This is for a rollover of ARPA funding from the FY23 contract. Additional funding of support services material aid (supplies for clients) of \$22,169. This funding has been spent and is continuing to be spent on supplies for seniors at home, memory care, and health and wellness.

Budget Information:

Applicable: X Not Applicable: _____

Budgeted: Yes X No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining
5510						

*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:

Recommendation/Motion: Motion to approve Legacy Link Addendum #1 for FY24.

Department Head Authorization: Dawn Johnson

Date: 4/23/2024

Finance Department Authorization: Vickie Neikirk

Date: 4/24/24

County Manager Authorization: _____

Date: _____

Comments/Attachments: _____



April 4, 2024

Mr. Billy Thurmond, Chairman
Dawson County Board of Commissioners
25 Justice Way Suite 2313
Dawsonville, GA 30534

Dear Mr. Thurmond:

Enclosed are two (2) original copies of the FY-2024 Addendum #1 Contract between The Legacy Link, Inc. and the Dawson County Commission for Nutrition Program Services. This Addendum is for the contract period of July 1, 2023 - June 30, 2024.

After the Addendums have been reviewed and approved, **please sign and notarize both copies and return both copies** to The Legacy Link, Inc.. Ms. Melissa Armstrong, Chief Executive Officer/AAA Director of The Legacy Link, Inc. will also sign them. A fully executed copy will then be returned to your office.

Please let me know if you have any questions about the enclosed. My phone number is (678) 677-8511 or e-mail at tnghuyen@legacylink.org

Sincerely,

Tony Nguyen
Finance Manager

Enclosure

ADDENDUM NO. 1
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND Dawson COUNTY COMMISSION
FOR THE PROVISION OF Nutrition program and entered into on the first
day of July, 2023.

Said agreement is amended to read as follows.

W I T N E S S E T H :

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly;

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide Wellness services in Dawson County;

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 9,234 units of congregate nutrition services to 82 elderly persons, 32,100 units of home-delivered nutrition services to 131 elderly persons,

(e) Provide Wellness services for elderly persons in Dawson County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2023 to June 30, 2024. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 310 units of Lifestyle Management services to 1050 persons; a total of 36 units of Nutrition Education services to 350 persons; a total of 350 units of Physical Activity services to 2,650 persons; a total of 18 units of Program Awareness/Prevention services to 90 persons in Dawson County.

(f) Provide 22,169 units of support services material aide individual services to 180 elderly persons and 3,121 units of caregiver

services material aide individual services to 5 persons.

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Sixty-Three Thousand Eight Hundred One Dollars (\$63,801.00). The Legacy agrees to provide federal and state funds for congregate meals in the amount of Twenty-Eight Thousand One Hundred Seventy-One Dollars (\$28,171.00) and federal and state funds for home-delivered meals in the amount of Thirty Five Thousand Six Hundred Thirty Dollars (\$35,630.00).

2

(c) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Twenty Thousand Two Hundred Seventy-Six Dollars (\$20,276.00).

(d) The total compensation paid by the Legacy to the Contractor for Transportation services pursuant to this agreement shall not exceed Twelve Thousand Nine Hundred Twenty-Eight Dollars (\$12,928.00).

(e) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Nine Thousand Three Hundred Forty-Three Dollars (\$9,343.00).

(f) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Twenty Thousand Eight Hundred Thirty-Eight Dollars (\$20,838.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Four Thousand Eight Hundred Sixteen Dollars (\$4,816.00) will be available for nutrition site operations, and Two Thousand Eighty Six Dollars (\$2,086.00) for respite services, and One Thousand Three Hundred Thirty Dollars (\$1,330.00) for material aid support and Five Hundred Ninety Six Dollars (\$596.00) for wellness services and One Thousand Five Hundred and Twenty Eight Dollars (\$1,528.00) for transportation services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 9,234

congregate and 32,100 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twenty Three Thousand Three Hundred Seventy Four Dollars (\$23,374.00) for congregate meals and One Hundred Five Thousand Three Hundred Fifteen Dollars (\$105,315.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Five Hundred Eight Thousand Seven Hundred Five Dollars (\$508,705.00).

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public _____

CONTRACTOR:
DAWSON COUNTY COMMISSION

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: **Public Works**

Work Session: May 2, 2024

Prepared By: **Robert W. Drewry**

Voting Session: May 16, 2024

Presenter: **Robert W. Drewry**

Public Hearing: Yes No

Agenda Item Title: Presentation of Intergovernmental Agreement between Dawson County and the City of Dawsonville regarding Burt Creek Road improvement.

Background Information:

Dawson County and the City of Dawsonville entered into a Settlement and Release Agreement on May 20, 2021. The agreement obligated Dawson County to repave Burt Creek Road. However, both the City and the County agree that Burt Creek Road has deteriorated to the condition that a repaving will not be sustainable and that significant improvements must be made.

The County bid the repaving of Burt Creek Road as the base bid but included two alternate bids. The alternate bids are for a full depth reclamation and to deep patch and resurface.

Current Information :

The County agrees to fund the base bid of \$112,733.12. The City supports alternate bid #2 to deep patch and resurface in the amount of \$157,116.35 and agrees to pay the additional cost for the upgrade of Burt Creek Road in the net amount of \$44,383.23 to the County.

Therefore, an Intergovernmental Agreement was drafted that stipulates this arrangement pending Board approval and award of the contract to improve Burt Creek Road. The County Attorney has approved the agreement.

Budget Information:

Applicable: Not Applicable: N/A

Budgeted: Yes No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
N/A						

*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: Approve Intergovernmental Agreement between Dawson County and the City of Dawsonville regarding Burt Creek Road improvement.

Department Head Authorization: RWD

Date: April 22, 2024

Finance Department Authorization: _____

Date: _____

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: _____

**STATE OF GEORGIA
COUNTY OF DAWSON**

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

**(Burt Creek Road)
(from SR 136 to Dawson/Lumpkin County Line)**

THIS AGREEMENT, effective as of _____, 2024, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

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

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

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

WHEREAS, pursuant to O.C.G.A. § 32-4-62(d), Dawson has the authority provided in O.C.G.A. § 32-4-112(b) to contract with Dawsonville and expend funds for work on public roads within Dawsonville’s jurisdictional boundary; and

WHEREAS, a portion of Burt Creek Road between State Route (“SR”) 136 and the Dawson/Lumpkin County line lies within Dawsonville’s jurisdiction and a larger portion of that section of Burt Creek Road lies within Dawson’s jurisdiction; and

WHEREAS, Dawson and Dawsonville are parties to that certain Settlement and Release Agreement effective on May 20, 2021, wherein Dawson agreed as a part of such settlement to repave, as part of its road and culvert improvements projects, Burt Creek Road from SR 136 to the Dawson/Lumpkin County line; and

WHEREAS, following further inspection of that portion of Burt Creek Road to be repaved, the Parties agree that repaving is no longer a viable, long-term solution and additional work beyond

just repaving the road (e.g., deep patch and resurfacing and/or full depth reclamation) should be completed to extend the life of the road; and

WHEREAS, in accordance with the applicable state law requirements, Dawson has conducted a competitive bid solicitation which will result in an agreement between Dawson and a paving company (the “Contractor”), which agreement scope will include deep patch and resurfacing work to be completed on that portion of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Project”); and

WHEREAS, Dawsonville has agreed to pay the difference between the bid price associated with the base repaving work for the Project and the bid price of the deep patch and resurfacing work to be completed on the roadway within Dawsonville’s jurisdiction; and

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

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

1. **Agreement.**

- a. **Dawson’s Duty to Manage the Project.** The Parties agree that Dawson shall assume primary responsibility for management of the Project, including completion of the Work (described below), and its public road construction/maintenance agreement with a paving company (the “Contractor”).
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of deep patch and resurfacing of approximately 2,635 linear feet of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Work”). Dawson shall complete the Work using the services of the Contractor.
- c. **Timing.** Dawson estimates that it will issue a Notice to Proceed to the Contractor before the end of June 2024 and that the Work shall be substantially completed before the end of December 2024.
- d. **Cost Allocation.** The Work to be completed within Dawsonville’s jurisdiction (deep patch and resurfacing) is estimated to cost \$44,383.23, which is calculated as the difference between the base repaving work (\$112,733.12) (which remains Dawson’s responsibility) and the increased cost associated with the deep patch and resurfacing work (\$157,116.35) (see Bid Tabulations Sheet attached marked “Exhibit A”). Dawsonville agrees to pay \$44,383.23 towards the completion of the Work and Dawson agrees to pay the remainder (\$112,733.12). The Parties agree

that Project costs are based on estimated quantities and that actual contract quantities will not be known until the Project is complete. The Parties agree that upon completion of the Project, when actual contract quantities are final, the Parties agree to split additional costs incurred above the estimated amount referenced above such that the County will fund 72% of the additional costs and the City will fund 28% of the additional costs (same percentage split as allocated above). Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Dawsonville shall pay all amounts due under this IGA to Dawson within thirty (30) days of request.

- e. **Dawsonville's Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise.
- f. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
- g. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville's jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville's approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection d. hereinabove.
- h. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work and, (2) Dawsonville is named as an intended third-party beneficiary of such contract.

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Dawsonville terminates this Agreement for convenience: (a) Dawson shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Dawsonville) terminate the Work in its contract with the Contractor (but only that portion of the Work that is within Dawsonville's jurisdiction); and (b) Dawsonville shall reimburse Dawson for all reimbursable costs incurred through the date of termination of the Dawson-Contractor contract.
4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

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

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

15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

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

If to Dawsonville:

City of Dawsonville, Georgia
Administrative Offices
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
ATTN: City Manager

If to Dawson:

Dawson County, Georgia
Administrative Offices
25 Justice Way
Dawsonville, GA 30534
ATTN: County Manager

17. **Settlement Agreement Satisfaction.** The Parties hereto agree that Dawson’s obligations regarding the repaving of Burt Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked “Exhibit B,” including the timing requirements stated therein, shall be fully and finally satisfied upon completion of the Project described herein.

(remainder of this page intentionally left blank)

(signature page follows)

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

CITY OF DAWSONVILLE, GEORGIA,
by and through its City Council

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

By: _____
John Walden, Mayor

By: _____
Billy Thurmond, Chairman

Attest: _____
Beverly Banister, City Clerk

Attest: _____
Kristen Cloud, County Clerk

(city seal)

(county seal)

Approved as to Form:

Approved as to Form:

City Attorney

County Attorney

EXHIBIT A

BID TABULATIONS

BURT CREEK ROAD FROM SR 136 TO NORTHERN TERMINI OF CITY LIMITS

Base Bid

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
TASK 2:	Leveling and Resurfacing – Burt Creek Road – Approx. 2,635 feet				
2.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump sum	\$38,600.12	\$38,600.12
2.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
Subtotal				\$112,733.12	

Alternate Bids

Alternate 1	BURT CREEK ROAD FDR-Approx. 2635 feet				
Alternate 1.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump Sum	\$44,488.76	\$44,488.76
Alternate 1.2	10" Cement Reclaimed Base (Includes temp raised lane markers) 20 foot wide	5855	SY	\$5.33	\$31,207.15
Alternate 1.3	Portland Cement – 55 lb/SY	161	TN	\$286.93	\$46,195.73
Alternate 1.4	B-MOD Asphalt Binder 2" Depth, 20' wide	700	TN	\$154.39	\$108,073.00
Alternate 1.5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
TOTAL COSTS FOR ALTERNATE #1				\$304,097.64	

Alternate #2 Bid for Task 2					
Alternate 1	BURT CREEK ROAD Deep Patch and Resurfacing-Approx. 2635 feet				
Alternate 1.1	Traffic Control, Striping, Signage and Mobilization	1	Lump Sum	\$33,871.35	\$33,871.35
Alternate 1.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
Alternate 1.3	Deep Patch 2 inch depth and replace with B-MOD Asphalt Binder	200	TN	\$245.56	\$49,112.00
TOTAL COSTS FOR ALTERNATE #1				\$157,116.35	

EXHIBIT B

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the “Agreement”) is made and entered into this 20 day of May, 2021, by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation (County and City, collectively, the “Parties”).

RECITALS

WHEREAS, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the “SPLOST”) and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the “Lawsuit”);

WHEREAS, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

WHEREAS, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

I. NO ADMISSION OF LIABILITY

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City’s press release, or may issue its own addressing the same points.

II. COUNTY PROJECTS

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. Road Repaving. The County shall repave the following roads as part of its road and culvert improvements projects:
- i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
 - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- B. Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are finalizing a separate IGA (the “Sheriff IGA”) for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff’s deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County’s requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County’s obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

III. IGA FOR PARKING

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

IV. IGA FOR SPLOST

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

V. RELEASE AND DISMISSAL OF LAWSUIT

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Effective Date

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.


D. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

City of Dawsonville, Georgia:



**Mike Eason
Mayor**

Attest: 

Print Name: Beverly A. Banister

Its: City Clerk



Dawson County, Georgia:



**Billy Thurmond
Chairman, Board of Commissioners**

Attest: 

By: Kristen Cloud

Its: County Clerk





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: **Public Works**

Work Session: May 2, 2024

Prepared By: **Robert W. Drewry**

Voting Session: May 16, 2024

Presenter: **Robert W. Drewry**

Public Hearing: Yes No

Agenda Item Title: Request Board approval of proposed 2024 LMIG LRA grant application and request for GDOT funding.

Background Information:

Annually, Dawson County submits to the GDOT a request for funding from the LMIG (Local Maintenance Improvement Grant). Funding allocation has already been approved by the GDOT for 2024, however, additional funds were approved in the state legislature in Local Road Assistance Administration (LRA) Funds for 2024 with no match required by the local government. This funding provides much needed assistance to Dawson County in the maintenance and improvement of county roads.

Current Information :

Staff has already solicited bids for a full depth reclamation on Burt Creek Road from the city limits to the County line. One bid was received for \$1,135,718.13. Contract award is pending. The annual LMIG allocation is based on a formula using centerline miles and population. According to the GDOT website, Dawson County is eligible for \$595,405.18. Since no match is required by the state, staff is requesting the full amount based on the formula to be applied to the Burt Creek Road project. Applications are due no later than June 15, 2024.

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
n/a						

*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: Board approval of proposed 2024 LMIG LRA grant application and request for GDOT funding.

Department Head Authorization: RWD

Date: April 19, 2024

Finance Department Authorization: Vickie Neikirk
County Manager Authorization: J. Leverette

Date: 4/22/24
Date: 4/23/24

Comments/Attachments: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20 24
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: April 15, 2024

Name of local government: Dawson County, GA

Address: 60 Transportation Lane Dawsonville GA 30534

Contact Person and Title: Tessa Webb, Administrative Assistant

Contact Person's Phone Number: 706-265-2774

Contact Person's Fax Number: n/a

Contact Person's Email: twebb@dawsoncountyga.gov

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Robert Drewry (Name), the Director of Public Works (Title), on behalf of Dawson County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 24**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

_____ (Print)
Mayor / Commission Chairperson

_____ (Date)

LOCAL GOVERNMENT SEAL:

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20__

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20__.

GDOT Office of Local Grants

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.



DAWSON COUNTY

Public Works

April 15, 2024

Subject: 2024 LMIG LRA
Application and Project List

Engineering

Project Management

Roads/Bridges

Stormwater Management

Waste Services

Dear Mr. Jeremy Durrance:

It is my pleasure to submit to you the following list of projects eligible for LMIG LRA funding for 2024. The FY2024 amount allocated to Dawson County is \$595,405.18. The total budgeted for the 2024 LMIG LRA (projects) are \$1,135,718.13. All previous LMIG projects (2023 and prior) have been completed and payment has been received.

The project cost estimates DO NOT include the utilization of Dawson County labor and equipment. Please find the enclosed LMIG Project list. If there are any questions, please do not hesitate to contact me. We are current with previous LMIG funding.

The following table outlines our 2024 project list:

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
TASK 1:	FDR – Burt Creek Road- Approx. 8,765 feet				
1.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump sum	\$302,688.38	\$302,688.38
1.2	10" Cement Reclaimed Base (Includes temp raised lane markers) 20 foot wide	19,900	SY	\$5.07	\$100,893.00
1.3	Portland Cement – 55 lb/SY	535	TN	\$286.93	\$153,507.55
1.4	B-MOD Asphalt Binder 2" Depth, 20' wide	2,220	TN	\$153.11	\$339,904.20
1.5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	1,500	TN	\$159.15	\$238,725.00
Subtotal					\$1,135,718.13

Sincerely,

Robert Drewry, Director
Dawson County Public Works



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Public Works

Work Session: May 2, 2024

Prepared By: R. Irvin

Voting Session: May 16, 2024

Presenter: Robert W. Drewry

Public Hearing: Yes No

Agenda Item Title: Presentation of Resolution of Dawson County Board of Commissioners Amending Transfer Station Fees

Background Information:

Dawson County Public Works in conjunction with Keep Dawson County Beautiful plan to begin accepting electronics for recycling. A vendor has been selected (Full Circle Electronics) to recycle said products. The vendor charges a fee of \$12 to recycle TVs and computer monitors. All other items recycled have no fee attached.

Current Information :

The Transfer Station Fee Schedule must be revised in order to assess a fee (\$12) from citizens who wish to recycle TVs and or computer monitors.

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

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:

N/A

Recommendation/Motion: Approval of Resolution to amend Transfer Station Fee for TV's and computer monitors.

Department Head Authorization: RWD

Date: April 11, 2024

Finance Department Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: _____

**RESOLUTION OF DAWSON COUNTY BOARD OF COMMISSIONERS
AMENDING TRANSFER STATION FEES**

WHEREAS, the Board of Commissioner of Dawson County has, by virtue of Section 2-11 of the Code of Dawson County, the authority to fix and establish rate and charges for services provided by the County; and

WHEREAS, the current Fee Schedule for the Dawson County Transfer Station was adopted in December 2023; and

WHEREAS, the Board of Commissioner has held two public meetings on the proposed updated Fee Schedule, on May 2, 2024, and May 16, 2024; and

WHEREAS, the Dawson County Board of Commissioners deems it reasonable and appropriate to approve the proposed Fee Schedule.

NOW, THEREFORE, the Board of Commissioners of Dawson County does hereby adopt and establish the Fee Schedule attached as Exhibit “A” to this Resolution for use of the County Transfer Station.

DAWSON COUNTY BOARD
OF COMMISSIONERS

ATTEST:

By: _____
Billy Thurmond, Chairman

By: _____
Kristen Cloud, County Clerk

Vote: Yes _____
No _____

EXHIBIT A

ITEM	CURRENT	PROPOSED
Bagged Trash	\$1.00per bag	
Passenger Car/Truck Tire	\$2.00 per tire w/o rim	
Passenger Car/Truck Tire	\$5.00 per tire with rim	
All Other Tires	\$15.00 per tire w/o rim	
All Other Tires	+ \$10.00 with rim	
Weighed Trash	\$44/ton (estimated)	
Television and Computer Monitor Recycling	0.00 per item	\$12.00 per item



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: **Public Works**

Work Session: May 2, 2024

Prepared By: **Robert W. Drewry**

Voting Session: May 16, 2024

Presenter: **Robert W. Drewry**

Public Hearing: Yes No

Agenda Item Title: Presentation of request to initiate professional engineering services for Lumpkin Campground Road intersection improvements and allocate funds from Impact Fees.

Background Information:

A portion of the Lumpkin Campground Road corridor was studied in 2019 and again in 2023. The study provided recommended improvements along the road corridor specifically at the State Route 53 intersection and the Grizzle Road/Industrial Park Road intersection. Improvements on Lumpkin Campground Road were also recommended in the 2023 Transportation Element of the Dawson County Comprehensive Plan.

Impact Fee funds were identified as a potential fund source for Lumpkin Campground Road improvements.

Current Information :

Staff would like to initiate professional engineering services for the following tasks:

Task 1: SR 53 at Lumpkin Campground Road. Utilizing the GDOT topographical survey and the GDOT conceptual plan, the engineering consultant will provide design services for a final concept plan, set of construction documents and right of way acquisition documents. The GDOT has committed to construct the improvements.

Task 2: Lumpkin Campground Road at Grizzle Road/Industrial Park Road intersection. The 2019 corridor study recommended further conceptual work before design plans are produced. The study identified the need for a single lane roundabout but a conceptual plan should be done to analyze geometric and topographic constraints and existing utilities. The consultant will conduct an engineering and feasibility study that develops alternative concepts for proposed intersection improvements.

Budget Information:

Applicable: Not Applicable:

Budgeted: Yes No

Fund	Department	Account #	Budget	Balance	Requested	Remaining
					\$200,000	

*If this is a personnel-related request, has it been 38 viewed 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: Board approval to initiate professional engineering services for Lumpkin Campground Road intersection improvements and allocate funds from Impact Fees.

Department Head Authorization: RWD

Date: 4/19/2024

Finance Department Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: _____



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: Planning and Development

Work Session: May 02, 2024

Prepared By: Sharon O. Farrell

Voting Session: May 16, 2024

Presenter: Sharon O. Farrell

Public Hearing: Code Change

Agenda Item Title: Presentation of amendment of Chapter 105 Buildings and Building Regulations

Background Information:

The department must provide for the administration and enforcement of the Dawson County Minimum Standards Code adopted from the Georgia State Minimum Standard Code for Construction as adopted and amended by the Georgia Department of Community Affairs.

Current Information:

Attached is an updated chapter to stay current with the construction industry (ICC), and a new article addressing third-party inspections has been added.

Budget Information:

Applicable: Not Applicable: **X**

Budgeted: Yes _____ No _____

Fund	Department	Account #	Budget	Balance	Requested	Remaining

*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: 1

Department Head Authorization: Sharon O. Farrell
4/12/24

Date:

Finance Department Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: Chapter 105

Chapter 105 BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

~~Sec. 105-1. Water conserving plumbing fixtures.~~

(a) ~~Definitions.~~

~~*Commercial* means any type of building other than residential.~~

~~*Construction* means the erection of a new building or the alteration of an existing building in connection with its repair or renovation or in connection with making an addition to an existing building and shall include the replacement of a malfunctioning, unserviceable, or obsolete faucet, showerhead, toilet, or urinal in an existing building.~~

~~*Residential* means any building or unit of a building intended for occupancy as a dwelling but shall not include a hotel or motel.~~

(b) ~~No construction may be initiated within the unincorporated area of Dawson County for any residential building of any type which:~~

~~(1) Employs a gravity tank type, flushometer valve, or flushometer tank toilet that uses more than an average of 1.6 gallons of water per flush;~~

~~(2) Employs a shower head that allows a flow of more than an average of 2.5 gallons of water per minute at 60 pounds per square inch of pressure;~~

~~(3) Employs a urinal that uses more than an average of 1.0 gallons of water per flush;~~

~~(4) Employs a lavatory faucet or lavatory replacement aerator that allows a flow of more than 2.0 gallons of water per minute; or~~

~~(5) Employs a kitchen faucet or kitchen replacement aerator that allows a flow of more than 2.5 gallons of water per minute.~~

(c) ~~There shall be no construction of any commercial building initiated within the unincorporated area of Dawson County for any commercial building of any type which does not meet the requirements of subsections (b)(1) through (5) of this section.~~

(d) ~~The requirements of subsection (b) of this section shall apply to any residential construction initiated after July 1, 1991, and to any commercial construction initiated after July 1, 1992, which involves the repair or renovation of or addition to any existing building when such repair or renovation of or addition to such existing building includes replacement of toilets or showers or both.~~

(e) ~~Exemptions.~~

~~(1) New construction and the repair or renovation of an existing building shall be exempt from the requirements of subsections (b), (c) and (d) of this section when:~~

~~a. The repair or renovation of the existing building does not include the replacement of the plumbing or sewage system servicing toilets, faucets or showerheads within such existing buildings;~~

- b. ~~When such plumbing or sewage system within such existing building, because of its capacity, design, or installation would not function properly if the toilets, faucets or showerheads required by this section were installed;~~
- c. ~~Such system is a well or gravity flow from a spring and is owned privately by an individual for use in such individual's personal residence; or~~
- d. ~~Units to be installed are:

 - 1. ~~Specifically designed for use by the handicapped;~~
 - 2. ~~Specifically designed to withstand unusual abuse or installation in a penal institution; or~~
 - 3. ~~Toilets for juveniles.~~~~
- (2) ~~The owner, or his agent, of a building undergoing new construction or repair or renovation who is entitled to an exemption as specified in subsections (c)(1)a, b, or c this section shall obtain the exemption by applying at the office of the building inspector for Dawson County. A fee of \$25.00 shall be charged for the inspection and issuance of such exemption.~~
- (f) ~~Enforcement; penalties.

 - (1) ~~This section shall be enforced by the office of the building inspector of Dawson County. Citations for violations may be issued by the chief building inspector of Dawson County.~~
 - (2) ~~Any person who shall do anything prohibited by this section or who shall fail to do anything required by this section shall be guilty of a misdemeanor, amenable to the process of the Magistrate Court of Dawson County, and upon conviction, shall be assessed with any penalty, including fine, confinement, or both, allowed by law for the violation of county resolutions or ordinances.~~~~
- (g) ~~Other laws; effective date; liability.

 - (1) ~~Any resolution or law which may be applicable hereto and aid in carrying out or making effective the intent, purpose, and provisions hereof, which shall be literally construed to be in favor of Dawson County is hereby adopted as a part hereof.~~
 - (2) ~~The effective date of this resolution shall be June 30, 1991.~~
 - (3) ~~Neither the approval of a permit under the provisions of this section, nor the compliance with the provisions of this section shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon Dawson County for damage to any person or property.~~~~

~~(Res. No. 91-2, §§ I—VI, VII(b)—(d), 1-7-1991)~~

~~State law reference(s)—Water conserving plumbing devices, O.C.G.A. § 8-2-1 et seq.; penalties for ordinance violations, O.C.G.A. § 36-1-20.~~

~~Sec. 105-2. Plumbing code amendments.~~

~~The Board of Commissioners of Dawson County hereby adopt this section amending the International Plumbing Code by adding a section that states as follows:~~

~~*708.10 Septic Tanks.*~~

~~If a septic tank is utilized, then a clean-out shall be located on the inlet side of the septic tank in order to establish location of the tank. An approved two-way clean-out shall be installed, and the clean-out shall be placed at ground level.~~

(Ord. of 9-1-2005, § 1)

Secs. 105-3—105-20. Reserved.

ARTICLE II. MINIMUM STANDARDS CODE¹

DIVISION 1. GENERALLY

Sec. 105-21. Codes enumerated.

(a) It is the intent of Dawson County to enforce the latest edition of the following Georgia State Minimum Standard Codes, as adopted and amended by the Georgia Department of Community Affairs, the title of said code being the Dawson County Minimum Standards Code:

(1) The Georgia State Minimum Standard Building Code (The International Building Code with Georgia amendments).

(2) The Georgia State Minimum Standard One and Two Family Dwelling Code (The International Residential Code for One and Two Family Dwellings with Georgia amendments).

(3) The Georgia State Minimum Standard Fire Code (The International Fire Code with Georgia amendments).

(4) The Georgia State Minimum Standard Mechanical Code (The International Mechanical Code with Georgia amendments).

(5) The Georgia State Minimum Standard Plumbing Code (The International Plumbing Code with Georgia amendments).

(6) The Georgia State Minimum Standard Electrical Code (National Electrical Code with Georgia amendments).

(7) The Georgia State Minimum Standard Gas Code (The International Fuel Gas Code with Georgia amendments).

(8) The Georgia State Minimum Standard Energy Code (The International Energy Conservation Code with Georgia state supplements and amendments).

(b) This section shall take effect on date of adoption.

(Ord. of 10-18-2007, § 1)

Secs. 105-22—105-47. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

¹State law reference(s)—State construction codes, O.C.G.A. § 8-2-20 et seq.

~~Sec. 105-48. Purpose.~~

The purpose of this division is to provide for the administration and enforcement of the Dawson County Minimum Standards Code as adopted from the Georgia State Minimum Standard Code for Construction as adopted and amended by the Georgia Department of Community Affairs. Hereinafter, the Dawson County Minimum Standards Code shall be referred to as "the construction codes."

(Ord. of 10-18-2007, § II(attach. A, § 1.1))

~~Sec. 105-49. Code remedial.~~

- (a) ~~General.~~ These construction codes are hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof, which are public safety, health, and general welfare through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.
- (b) ~~Quality control.~~ Quality control of materials and workmanship is not within the purview of the construction codes except as it relates to the purposes stated therein.
- (c) ~~Permitting and inspection.~~ The inspection or permitting of any building, system or plan, under the requirements of construction codes shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. Dawson County, nor any employee thereof, shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

(Ord. of 10-18-2007, § II(attach. A, § 1.2))

~~Sec. 105-50. Scope; applicability.~~

- (a) ~~General.~~ Where, in any specific case, different sections of these construction codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) ~~Building.~~ The provisions of the Dawson County Minimum Standards Code shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures, except in one and two family dwellings.
- (c) ~~Electrical.~~ The provisions of the Dawson County Minimum Standards Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.
- (d) ~~Gas.~~ The provisions of the Dawson County Minimum Standards Code shall apply to the installation of consumer's gas piping, gas appliances and related accessories as covered in this Code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories, except in one and two family dwellings.

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- (e) ~~*Mechanical.* The provisions of the Dawson County Minimum Standards Code shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy related systems. Except in one and two family dwellings.~~
- (f) ~~*Plumbing.* The provisions of the Dawson County Minimum Standards Code shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances, and when connected to a water or sewerage system.~~
- (g) ~~*Fire prevention.* The provisions of the Dawson County Minimum Standards Code shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures.~~
- (h) ~~*Energy.* The provisions of the Dawson County Minimum Standards Code shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water heating and illumination systems and equipment that will enable the effective use of energy in new building construction.~~
- (i) ~~*One and two family dwelling.* The provisions of the Dawson County Minimum Standards Code shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, of every one or two family dwelling or any appurtenances connected or attached to such buildings or structures.~~
- (j) ~~*Federal and state authority.* The provisions of the construction codes shall not be held to deprive any federal or state agency, or any applicable governing authority having jurisdiction, of any power or authority which it had on the effective date of the adoption of the construction codes or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.~~
- (k) ~~*Appendices.* Appendices referenced in the text of the construction codes shall be considered an integral part of the construction codes as adopted by Dawson County Ordinance.~~
- (l) ~~*Referenced standards.* Standards referenced in the text of the construction codes shall be considered an integral part of the construction codes. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where construction code provisions conflict with a standard, the construction code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.~~
- (m) ~~*Maintenance.* All buildings, structures, electrical, gas, mechanical and plumbing systems, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards, which are required by the construction codes when constructed, altered, or repaired, shall be maintained in good working order. The owner or his/her designated agent, shall be responsible for the maintenance of buildings, structures, electrical, gas, mechanical and plumbing systems.~~
- (Ord. of 10-18-2007, § II(attach. A, § 1.3))

~~Sec. 105-51. Community development department.~~

There is hereby established a department to be called the community development department and the person in charge shall be known as the community development director. The governing body shall establish the qualifications for the community development director, the planning director, building official, building inspector, and other code enforcement personnel.

- (1) ~~*Restrictions on employees.* An officer or employee connected with the department, except one whose only connection is as a member of the board established by section 105-59(a), shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or~~

maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work, which is inconsistent with his duties or conflict with the interests of the department.

- (2) ~~Records.~~ The community development director shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection pursuant to the provisions of the Georgia Open Records Act.
- (3) ~~Liability.~~ Any officer or employee, or member of the construction board of adjustments and appeals, charged with the enforcement of the construction codes, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself/herself personally liable, and is hereby relieved from all personal liability, for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee or member because of such act performed by him/her in the enforcement of any provision of the construction codes shall be defended by the governing jurisdiction until the final termination of the proceedings.
- (4) ~~Reports.~~ The community development director shall submit annually a report covering the work of building codes enforcement during the preceding year. He/she may incorporate in said report a summary of the decisions of the construction board of adjustments and appeals during said year.

(Ord. of 10-18-2007, § II(attach. A, § 1.4))

Sec. 105-52. Existing buildings.

- (a) ~~General.~~ Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of the construction codes provided that the alteration, repair or rehabilitation work conforms to the requirements of the construction codes for new construction. The inspector under direction of the director shall determine the extent to which the existing system shall be made to conform to the requirements of the construction codes for new construction.
- (b) ~~Change of occupancy.~~ If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical and plumbing systems shall be made to conform to the intent of the construction codes.

(Ord. of 10-18-2007, § II(attach. A, § 1.5))

Sec. 105-53. Special historic buildings.

The provisions of the construction codes relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the inspector under direction of the director to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings within fire districts.

(Ord. of 10-18-2007, § II(attach. A, § 1.6))

Sec. 105-54. Powers and duties of the building official and code enforcement officer.

- (a) ~~General.~~

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- (1) ~~The community development director shall designate a chief building official and other designated inspectors to carry out the following duties. Questions and appeals of the building official decision shall be brought to the community development director prior to formal appeal to the construction board of adjustments and appeals. The building official is hereby authorized and directed to enforce the provisions of the construction codes. The building official is further authorized to render interpretations of the construction codes, which are consistent with its intent and purpose.~~
- (2) ~~The community development director shall further designate a chief code enforcement officer and other designated officers to carry out the following duties. To, in conjunction with the building official, enforce the provisions of the construction codes and all other applicable county codes and regulations.~~
- (b) ~~Right of entry.~~
- (1) ~~Whenever necessary to make an inspection to enforce any of the provisions of the Construction codes, or whenever the building official and or code enforcement officer has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official and or code enforcement officer may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official and or code enforcement officer by these construction codes, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official or code enforcement officer shall have recourse to every remedy provided by law to secure entry.~~
- (2) ~~When the building official and or code enforcement officer shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official and or code enforcement officer for the purpose of inspection and examination pursuant to the construction codes.~~
- (c) ~~Stop work orders. Upon notice from the building official and or code enforcement officer or designee, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of the construction codes or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the building official, code enforcement officer or designee shall not be required to give a written notice prior to stopping the work. Stop work orders apply to the entire scope of the development until corrective measures are approved. Re-inspection of corrections following placement of a stop work order incur an administrative fee per Dawson County Fee Schedule per violation.~~
- (d) ~~Revocation of permits.~~
- (1) ~~Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of the construction codes, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.~~
- (2) ~~Violation of code provisions. The building official may revoke a permit upon determination that the construction erection, alteration, repair, moving, demolition, installation or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of the construction codes.~~

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- (e) ~~Unsafe buildings or systems.~~ All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition.
- (f) ~~Requirements not covered by code.~~ Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by or the construction codes, shall be determined by the building official.
- (g) ~~Alternate materials and methods.~~ The provisions of the construction codes are not intended to prevent the use of any material or method of construction not specifically prescribed by them, provided any such alternate has been reviewed. The building official shall approve any such alternate, provided that the alternate for the purpose intended is at least the equivalent of that prescribed in the construction codes, in quality, strength, effectiveness, fire resistance, durability and safety. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternate.

(Ord. of 10-18-2007, § II(attach. A, § 2); Ord. of 08-05-2021(3), § 1)

Sec. 105-55. Permits.

(a) ~~Permit application.~~

- (1) ~~When required.~~ Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system; the installation of which is regulated by the construction codes, or to cause any such work to be done, shall first make application and obtain the required permit for the work.

Exception: Permits shall not be required for the following mechanical work:

- a. Any portable heating appliance;
 - b. Any portable ventilation equipment;
 - c. Any portable cooling unit;
 - d. Any steam, hot or chilled water piping within any heating or cooling equipment regulated by the construction codes;
 - e. Replacements of any part which does not alter its approval or make it unsafe; any portable evaporative cooler;
 - f. Any self-contained refrigeration system containing ten pounds (4.54 kilograms) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.
- (2) ~~Work authorized.~~ A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.
- (3) ~~Minor repairs.~~ Ordinary minor repairs may be made without a permit, provided that such repairs shall not violate any of the provisions of the construction codes.
- (4) ~~Information required.~~ Each application for a permit, with the required fee, shall be filed on a form furnished for that purpose, and shall contain a general description of the proposed work and its

location. The owner or his/her authorized agent shall sign the application. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required.

(5) ~~*Time limitations.*~~ An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing for the permit, unless before then a permit has been issued. Two extensions of time for periods of not more than 180 days each may be allowed by the building official for the application provided the extension is requested in writing and justifiable cause is demonstrated.

(b) ~~*Drawings and specifications.*~~

(1) ~~*Requirements.*~~ When required, two or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

(2) ~~*Additional data.*~~ The Inspector may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data are required to be prepared by an architect or engineer shall be affixed with their official seal.

(3) ~~*Design professional.*~~ The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

a. ~~All commercial occupancies.~~

b. ~~Buildings and structures three stories or more high.~~

c. ~~Buildings and structures 5,000 square feet (465 square meters) or more in area.~~

~~For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.~~

~~Exception: Single family dwellings, regardless of size, shall require neither a registered architect nor engineer, nor a certification that an architect or engineer is not required.~~

(4) ~~*Structural and fire resistance integrity.*~~ Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.

(5) ~~*Site drawings.*~~ Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot, the building official may require a boundary line survey prepared by a qualified surveyor.

(6) ~~*Hazardous occupancies.*~~ The building official may require the following:

a. ~~*General site plan.*~~ A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas,

storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.

b. ~~*Building floor plan.*~~ A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire-rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class or the hazardous materials stored.

~~(c) *Examination of documents.*~~

~~(1) *Plan review.*~~ The building official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the construction codes and all other pertinent laws or ordinances.

~~(2) *Affidavits.*~~ The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conforms to the construction codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, and by a statement that the plans and design conform to the requirements of the construction codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit, copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the construction codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the construction codes and other pertinent laws or ordinances.

~~(d) *Issuing permits.*~~

~~(1) *Action on permits.*~~ The building official shall act upon an application for a permit without unreasonable or unnecessary delay. If the building official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the construction codes and other pertinent laws and ordinances, he shall issue a permit to the applicant.

~~(2) *Refusal to issue permit.*~~ If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the construction codes or other pertinent laws or ordinances, the building official shall not issue a permit, but shall return the contract documents to the applicant with a refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

~~(3) *Special foundation permit.*~~ When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the building official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit proceeds at his own risk and without assurance that a permit for the remainder of the work will be granted no corrections will not be required in order to meet provisions of the construction codes.

~~(4) *Public right of way.*~~ A permit shall not be given by the building official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street,

alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application at the community development department for the lines of the public street on which he/she proposes to build, erect or locate said building; and it shall be the duty of the building official or designee to see that the street right-of-way is not encroached upon except as provided for in the construction codes.

(e) *Contractor responsibilities.* It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical, sprinkler or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning licensing which the applicable governing authority may have adopted. In such case that the state requires a contractor to have obtained a state license before they are permitted to perform work, the contractor shall supply the local government with their license number before receiving a permit for work to be performed.

(f) *Conditions of the permit.*

(1) *Permit intent.* A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the construction codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction, or violations of the construction codes. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. Two extensions of time, for periods not more than 180 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be approved in writing by the building official.

(2) *Plans.* When the building official issues a permit, he/she shall enforce, in writing or by stamp, both sets of plans "Reviewed for Code Compliance." The building official shall retain one or more sets of drawings so reviewed and at least one set shall be returned to the applicant. The permitted drawings shall be kept at the site of work and shall be open to inspection by the building official or his/her authorized representative.

(g) *Fees.*

(1) *Prescribed fees.* A permit shall not be issued until the fees prescribed by the governing body have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, and mechanical or gas systems, etc., has been paid.

(2) *Work commencing before permit issuance.* Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing, etc., system before obtaining the necessary permits, shall be subject to an administrative fee of 100 percent of the usual permit fee in addition to the required permit fees.

(3) *Accounting.* The building official shall keep a permanent and accurate accounting of all permit fees and other money collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

(4) *Schedule of permit fees.* On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedules as set by the governing body.

(5) *Building permit valuations.* If, in the opinion of the building official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor.

(6) ~~*Building permit refunds.* Work for which a permit has been issued which has not commenced within 30 days of issuance may be eligible for refund on amount paid at the discretion of the community development director.~~

(h) ~~*Inspections.*~~

(1) ~~*Existing building inspections.* Before issuing a permit the building official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the construction codes.~~

(2) ~~*Inspection service.* The building official may make, or cause to be made, the inspections required by subsection (h)(2) of this section. He/she may accept reports of inspectors of recognized inspection services provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the construction codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service.~~

(3) ~~*Inspections prior to issuance of certificate of occupancy or completion.* The building official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the certificate of occupancy or completion.~~

(4) ~~*Posting of permit.* Work requiring a permit shall not commence until the permit holder or his/her agent posts the permit card in a conspicuous place on the premises. Should work commence without permit posted a stop work order will be issued. Each day of work without posting may constitute a separate offense. The permit shall be protected from the weather and located in such position as to permit the building official or representative to conveniently make the required entries thereon. The permit holder shall maintain this permit card in such condition until the certificate of occupancy or completion is issued by the building official. Should the permit not be posted or lost then a new permit may be reissued one time with an additional administrative fee of 50 percent of the original permit fee.~~

(5) ~~*Required inspections.* The building official or representative upon notification from the permit holder or his agent shall make all inspections and such other inspections as necessary, as required by the construction code and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the construction code. Required inspections will be those listed in the administrative section of the latest edition of each International Code Counsel code for construction which has been adopted by the Georgia Department of Community Affairs as a Georgia State Minimum Standards code with amendments.~~

(6) ~~*Written release.* Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the building official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.~~

(7) ~~*Lack of release.* Work commenced without release must be inspected and approved with affidavit(s) from a private inspector/engineer certifying his/her credentials as qualified to perform inspections. All such affidavits shall be provided to the building official prior to any further work commencing. It shall be at the building official discretion as to the acceptance of such affidavits. Work with no private or public inspections must supply a release to the building official waiving liability for any deficiencies related to building codes as well as remit any fees that would normally have been incurred for the required inspections not performed in accordance with county requirements set forth herein.~~

~~(8) Reinforcing steel, structural frames, insulation, plumbing, mechanical, or electrical systems. Reinforcing steel, structural frame, insulation, plumbing, work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official or representative.~~

~~(9) Plaster fire protection. In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official or representative after all lathing and backing is in place. Plaster shall not be applied until the release from the building official or representative has been received.~~

(Ord. of 10-18-2007, § II(attach. A, §§ 3.1—3.8))

Sec. 105-56. Certificates.

~~(a) Certificate of occupancy.~~

~~(1) Building occupancy. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the building official or representative has issued a certificate of occupancy. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the construction codes and other applicable laws and ordinances and released by the building official or representative.~~

~~(2) Issuing certificate of occupancy. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the construction codes, reviewed plans and specifications, and after the final inspection, the building official or representative shall issue a certificate of occupancy stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, and the allowable load per square foot for each floor in accordance with the provisions of the construction codes.~~

~~(3) Temporary/partial occupancy. A temporary/partial certificate of occupancy may be issued at the discretion of the build official on a case by case basis, for a portion of a building, which may safely be occupied prior to final completion of the building.~~

~~(4) Existing building certificate of occupancy. A certificate of occupancy for any existing building may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with the construction codes for the occupancy intended. Where necessary, two sets of detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the construction codes and other applicable laws and ordinances for such occupancy, a certificate of occupancy shall be issued.~~

~~(b) Certificate of completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a certificate of completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a certificate of occupancy.~~

~~(c) Service utilities.~~

~~(1) Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the construction codes for which a permit is required, until released by the building official or representative and a certificate of occupancy or completion is issued.~~

~~(2) Temporary connection. The building official or representative may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary certificate of occupancy.~~

~~(3) Authority to disconnect service utilities.~~ The building official shall have the power to authorize disconnection of utility service to the building, structure or system regulated by the construction codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The building official or representative shall notify the serving utility, and whenever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

(Ord. of 10-18-2007, § II(attach. A, § 3.9))

~~Sec. 105-57. Posting floor loads.~~

- ~~(a) Occupancy.~~ An existing or new building shall not be occupied for any purpose, which will cause the floors thereof to be loaded beyond their safe capacity. The building official may permit occupancy of a building for mercantile, commercial or industrial purposes, by a specific business, when he is satisfied that such capacity will not thereby be exceeded.
- ~~(b) Storage and factory industrial occupancies.~~ It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the planning and development department.
- ~~(c) Signs required.~~ In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the building official or representative on the plan, shall be marked on plates or approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

(Ord. of 10-18-2007, § II(attach. A, § 3.10))

~~Sec. 105-58. Tests.~~

The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner or his/her agent, by an approved testing laboratory or other approved agency.

(Ord. of 10-18-2007, § II(attach. A, § 4))

~~Sec. 105-59. Construction board of adjustment and appeals.~~

- ~~(a) Appointment.~~ There is hereby established a board to be called the construction board of adjustment and appeals, which shall consist of five members. The governing body shall appoint the board.
- ~~(b) Membership and terms.~~
- ~~(1) Membership.~~ The construction board of adjustment and appeals should consist of five members. Such board members should be composed of individuals serving upon appointment by the board of commissioners with knowledge and experience in the construction codes, such as design professionals, contractors or building industry representatives. A board member shall not act in a case in which he has a personal or financial interest.

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- (2) ~~*Terms.* The terms of office of the board members shall be three years staggered so no more than one-third of the board is appointed or replaced in any 12-month period. Vacancies shall be filled for an unexpired term in the manner in which original appointments are made. Continued absence of any member from required meetings of the board shall, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.~~
- (3) ~~*Quorum and voting.* A simple majority of the board shall constitute a quorum. In varying any provision of the construction codes, the affirmative votes of the majority present shall be required. In modifying a decision of the inspector, not less than three affirmative votes shall be required.~~
- (4) ~~*Secretary of board.* The building official or representative shall act as Secretary of the board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, and the absence of a member and any failure of a member to vote.~~
- (c) ~~*Powers and meetings.* The construction board of adjustments and appeals shall have the power, as further defined in subsection (d) of this section, to hear the appeals of decisions and interpretations of the building official and consider variances of the construction codes. Meetings shall be held on an as-needed basis with a minimum of two meetings each year to occur once in January and once in July unless such board has otherwise met to handle election of officers and other regular business. All meetings shall be open to the public and the board shall set the time of each meeting.~~
- (d) ~~*Appeals.*~~
- (1) ~~*Decision of the building official.* The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the building official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:~~
- a. ~~The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.~~
- b. ~~The provisions of the construction codes do not apply to this specific case.~~
- c. ~~That an equally good or more desirable form of installation can be employed in any specific case.~~
- d. ~~The true intent and meaning of the construction codes or any of the regulations therein have been misconstrued or incorrectly interpreted.~~
- (2) ~~*Variances.*~~
- a. ~~The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of the construction codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the construction codes or public interest, and also finds all of the following:~~
1. ~~That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.~~
2. ~~That the special conditions and circumstances do not result from the action or inaction of the applicant.~~
3. ~~That granting the variance requested will not confer on the applicant any special privilege that is denied by the construction codes to other buildings, structures or service system.~~
4. ~~That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.~~

5. That the granting of the variance will be in harmony with the general intent and purpose of the construction codes and will not be detrimental to the public health, safety and general welfare.

b. Condition of variances. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with the construction codes. Violation of the conditions of a variance shall be deemed a violation of the construction codes.

(3) *Notice of appeal.* Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision. Appeals shall be in a form acceptable to the building official.

(4) *Unsafe or dangerous buildings or service systems.* In the case of a building, structure, or service system, which is unsafe, unsanitary or dangerous, the building official may, in his order, limit the time for such notice of appeals to a shorter period.

(e) *Rules and regulations.* The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of these procedures. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

(f) *Decisions.* The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of the construction codes, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of community development and shall be open to public inspection. A copy of the decision shall be sent by mail or otherwise to the applicant. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

(Ord. of 10-18-2007, § II(attach. A, § 5))

Sec. 105-60. Violations and penalties.

(a) Any person, firm, corporation or agent who shall violate a provision of the construction codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted hereunder, the county may, in addition to other remedies, institute injunction, mandamus or other appropriate action or proceeding to prevent such unlawful act or to correct or abate such violation.

(b) In addition to any other enforcement provision provided herein, any person who shall violate the terms of the Dawson County Minimum Standards Code may be punished by a maximum fine of \$1,000.00 per day or a maximum of 60 days imprisonment or both. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the construction code is committed or continued.

(c) The Magistrate Court of Dawson County shall have jurisdiction and power over the trial of charges of violations of this article.

(Ord. of 10-18-2007, § II(attach. A, § 7))

State law reference(s)—Penalties for ordinance violations, O.C.G.A. § 36-1-20.

~~Secs. 105-61—105-70. Reserved.~~

~~*DIVISION 3. MANUFACTURED/MOBILE HOMES²*~~

~~**Sec. 105-71. Applicability.**~~

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

~~(Ord. of 8-5-2021(3), § 2(Exh. A))~~

~~**Sec. 105-72. Manufactured/mobile home compatibility standards.**~~

~~(a) Manufactured or mobile homes shall meet the following compatibility standards:~~

- ~~(1) Every pre-owned manufactured home located in the county shall be in compliance with the Federal Manufactured Housing Construction and Safety Standards Act, 43 U.S.C. § 5401-5455 ("HUD Code") and shall not have been altered in such a way that the home no longer meets the HUD Code.~~
- ~~(2) The home shall be attached to a permanent foundation; each home shall be provided with anchors and tie downs such as cast-in-place concrete dead men or other similar devices, which secure the stability of the home, approved by the building official.~~
- ~~(3) All towing devices, wheels, axles and hitches must be removed.~~
- ~~(4) At each exit door there must be a landing that is a minimum of 48 inches by 48 inches. Landings shall not be attached to the structure and must be freestanding and fully self-supporting.~~
- ~~(5) The roof shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass, or metals tiles, slate built up gravel materials, or other similar materials approved by the building official. All roofs shall have a minimum 3/12 pitch to approximate the traditional architecture within the county to protect the public health, safety and welfare.~~
- ~~(6) The exterior siding materials shall consist of wood, masonry, concrete, stucco, Masonite metal or vinyl lap or other materials of like appearance. The exterior of all pre-owned manufactured homes shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to occupied spaces. The exterior siding shall be free of rot and rust. Roofs shall be structurally sound and have no obvious defects that might admit rain or cause moisture to collect on the interior portion of the home.~~
- ~~(7) Each home shall be completely skirted with an appropriate barrier, properly ventilated, to enclose the area between the bottom of the structure and the ground. Such skirting shall not be required for a home with a complete masonry or concrete perimeter foundation.~~

²Editor's note(s)—Ord. of Aug. 5, 2021, § 2(Exh. A), amended the Code by the addition of §§ 105-61—105-64; however, said provisions have been redesignated as §§ 105-71—105-74, at the editor's discretion, for purposes of allowing future expansion of the Code.

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- (8) ~~Each home shall be established in accordance with the installation instructions from the manufacturer, as appropriate. If manufacturer instructions are not available, installation shall be in accordance with the HUD model manufactured home installation standards available from the housing and urban development website.~~
- (9) ~~All utility connections, including but not limited to water, sanitary sewer/septic tank, electricity and gas shall be made as required by all building codes of the county.~~
- (b) ~~There is no age restriction on a manufactured, mobile home or moved in house, however, any pre-owned manufactured, mobile home or moved in house proposed for setup and placement within Dawson County shall be inspected pursuant to section 105-74 below to determine sound condition and compliance with this resolution prior to permitting.~~
- (Ord. of 8-5-2021(3), § 2(Exh. A))

Sec. 105-73. Inspection checklist for pre-owned manufactured/mobile homes.

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

(1) ~~Electric.~~

- a. ~~Electrical systems.~~ All parts of the home's electrical systems (including, but not limited to, switches, receptacles, fixtures, etc.) shall be properly installed and wired and shall be in working condition. Distribution panels shall be in compliance with the approved listing, complete with required breakers, with all unused openings covered with solid covers approved and listed for that purpose. The home shall be subject to an electrical continuity test to assure that all metallic parts are properly bonded.
- b. ~~Smoke detectors.~~ Each pre-owned manufactured home shall contain one operable battery-powered smoke detector in each bedroom and in the kitchen, which must be installed in accordance with the manufacturer's recommendations.

(2) ~~Plumbing.~~

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

(3) ~~HVAC Heating system.~~

- a. ~~Heating systems.~~ Heating systems shall be safe and in working condition. Un-vented heaters shall be prohibited.

(4) ~~Manufactured or mobile home unit.~~

- a. ~~Every floor, interior wall, and ceiling of a pre-owned manufactured home shall be in sound condition. Doors and windows shall be operable, watertight and in good working condition. The floor system shall be in sound condition and free of warping, holes, water damage, or deterioration.~~
- b. ~~Roofs shall be structurally sound and have no obvious defects that might admit rain or cause moisture to collect on the interior portion of the home.~~

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- c. ~~The exterior of all pre-owned manufactured homes shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to occupied spaces.~~
 - d. ~~HUD code. Every pre-owned manufactured home located in the jurisdiction shall be in compliance with the Federal Manufactured Housing Construction and Safety Standards Act, 42 U.S.C. 5401-5445 (the HUD Code) and shall not have been altered in such a way that the home no longer meets the HUD code.~~

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

~~(Ord. of 8-5-2021(3), § 2(Exh. A))~~

~~Sec. 105-74. Additional requirements for pre-owned manufactured/mobile homes.~~

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

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

~~(Ord. of 8-5-2021(3), § 2(Exh. A))~~

~~Secs. 105-75 — 105-86. Reserved.~~

~~ARTICLE III. MAINTENANCE OF VACANT STRUCTURES~~

~~Sec. 105-87. Title.~~

~~The title of this article shall be the Dawson County Property Maintenance Ordinance.~~

~~(Ord. of 5-5-2016(2), § 1)~~

~~Sec. 105-88. Scope.~~

~~This article shall apply to vacant commercial structures and when any building or structure has partially burned and only to structures that become vacant or burn after the effective date of the ordinance from which this article is derived and shall constitute the minimum standards.~~

(Ord. of 5-5-2016(2), § 2)

Sec. 105-89. Definitions.

Unless otherwise noted, terms not defined herein shall have the meaning defined in the Land Use Resolution, the Subdivision Regulations, or in the absence of such definition, words shall have the common dictionary definition. The terms "premises," and "building" shall be construed as if followed by the words "or any part thereof". The following definitions shall apply in the interpretation and enforcement of this ordinance:

Maintenance means the act of keeping property and structures in proper condition to prevent the decline or failure.

Owner means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded with the State of Georgia or Dawson County as holding title to the property; or otherwise having control of the property including a fiduciary appointed for any person and the executor or administrator of an estate if ordered to take possession of real property by a court.

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

Property means any improved real property, or portion thereof, situated in unincorporated Dawson County including the buildings or structures located on the real property.

Rubbish means discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass, crockery, and similar materials.

Securing means measures directed by the Director of the Department of Planning and Development or the director's designee 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.

Trash means combustible and noncombustible waste material, except garbage, including paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, grass trimmings, cans, metals, bricks, lumber, concrete, mineral matter, glass, crockery, and the residue from the burning wood, coal, coke or other combustible material.

(Ord. of 5-5-2016(2), § 3)

Sec. 105-90. Vacant structures.

A commercial building or commercial structure that is not occupied for 90 days shall be deemed a vacant commercial structure and shall be maintained in good repair and comply with applicable laws, codes, and ordinances. Any vacant structure shall conform to the following minimum standards:

- (1) 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;
- (2) All doors and windows and other openings shall be weather-tight and secured against entry by the general public and animals. The vacant structure shall be secured using conventional methods used in the original construction;
- (3) 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;

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- (4) ~~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;~~
 - (5) ~~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;~~
 - (6) ~~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);~~
 - (7) ~~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;~~
 - (8) ~~Any accessories or appurtenant structures including, but not limited to, garages, sheds or other storage facilities shall meet the standards set forth herein; and~~
 - (9) ~~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.~~

(Ord. of 5-5-2016(2), § 4)

~~Sec. 105-91. Burned structures.~~

~~If any building or structure is partially burned, then the owner or person in control shall within 30 days after completion of the investigation of the scene by the fire department and law enforcement and/or the insurer of the property remove from the premises all refuse, 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 or person in control shall within 60 days after completion of the scene 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 scene investigation by the fire department and law enforcement and/or insurer of the property.~~

(Ord. of 5-5-2016(2), § 5)

~~Sec. 105-92. Enforcement.~~

- (a) ~~This article shall be enforced by the Dawson County Marshal's Office or the Director of the Dawson County Department of Planning and Development or the duly authorized representatives of either office as may be applicable.~~

(Ord. of 5-5-2016(2), § 6)

~~Sec. 105-93. Penalties.~~

- (a) ~~*Fine and/or sentence.* Any person convicted of violating any provision of this article shall be punished by a fine of not less than \$250.00 per day and not to exceed \$1,000.00 per day. Each day that a violation continues after due notice has been provided shall be deemed a separate offense.~~
- (b) ~~*Powers of the court.* The court may order a violation corrected in compliance with this article and may require payment of restitution.~~

(c) ~~Other legal remedies.~~ In any case in which a violation of this article occurs, the county, in addition to other remedies allowed by law, may petition for a restraining order, injunction, abatement, or take other appropriate legal action to prevent, restrain, or abate the unlawful use or activity.

(Ord. of 5-5-2016(2), § 7)

~~Sec. 105-94. 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 article.

(Ord. of 5-5-2016(2), § 8)

Chapter 105 – BUILDINGS AND BUILDING REGULATIONS
ARTICLE I. MINIMUM STANDARDS CODE
DIVISION 1. SCOPE AND APPLICATION

Sec. 105-1. Minimum Standards Code.

This division provides for the administration and enforcement of the Dawson County Minimum Standards Code, adopted from the Georgia State Minimum Standard Building Code, as adopted and amended by the Georgia Department of Community Affairs. The Dawson County Minimum Standards Code shall be referred to as “this code.”

Sec. 105-2. Scope.

Dawson County implements practical administrative provisions to properly administer and enforce the state minimum standard codes. The power to adopt administrative procedures is outlined in O.C.G.A Section 8-2-26 (a) (1). The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Sec. 105-3. Intent.

The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion, and other hazards, and to provide a reasonable level of protection to emergency responders during emergency operations.

Sec. 105-4. Referenced Codes.

Codes listed and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Dawson County enforces the current state minimum standard codes adopted by the Georgia Department of Community Affairs.

- (1) Construction
The provisions of the Georgia State Minimum Standard Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.
- (2) Administration
Dawson County further adopts Section 101 through Section 116 of the International Building Code to administer such code.
- (3) Gas
The provisions of the Georgia State Minimum Standard Gas Code shall apply to the installation of gas piping from the point of delivery, gas appliances, and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and installing and operating residential and commercial gas appliances and related accessories.
- (4) Mechanical

The provisions of the Georgia State Minimum Standard Mechanical Code shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings, and appurtenances, including ventilating, heating, cooling, air-conditioning, refrigeration systems, incinerators, and other energy-related systems.

(5) Plumbing

The provisions of the Georgia State Minimum Standard Plumbing Code shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems.

(6) Electrical

The provisions of the Georgia State Minimum Standard Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances.

(7) Energy

The provisions of the Georgia State Minimum Standard Energy Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

(8) Detached One- and Two-Family Dwellings

The provisions of the Georgia State Minimum Standard One and Two-Family Dwelling Code shall apply to detached one- and two-family dwellings and multiple single-family dwellings.

(9) Townhouses

The provisions of the Georgia State Minimum Standard One and Two-Family Dwelling Code shall apply to two-family dwellings and multiple single-family dwellings. Townhouses shall be separated by a 2-hour fire-resistance-rated wall assembly not more than three stories above grade plane in height with a separate means of egress and their accessory structures.

(10) Fire Prevention

The provisions of the Georgia State Minimum Fire Prevention Code shall apply to matters affecting or relating to structures, processes, and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials, or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section 105-5. Applicability

- (1) **General**

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, construction methods, or other requirements, the most restrictive shall govern.
- (2) **Other Laws**

The provisions of this code shall not be deemed to nullify any provisions of local, state, or federal law.
- (3) **Application of References**

References to chapter or section numbers or to provisions not specifically identified by number shall be construed to refer to such chapter, section, or provision of this code.
- (4) **Referenced Codes and Standards**

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 105-5.
- (5) **Provisions in Referenced Codes and Standards**

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Georgia State Minimum Standard Codes listed in Section Sec. 105-4, the provisions of this code or the Georgia State Minimum Standard Codes listed in Section Sec. 105-4, as applicable, shall take precedence over the provisions in the referenced code or standard.
- (6) **Conflicts**

Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.
- (7) **Partial Invalidity**

If any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.
- (8) **Existing Structures**

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code or the Georgia State Minimum Fire Prevention Code.
- (9) **Buildings Not Previously Occupied**

A building or portion of a building that has not been previously occupied or used for its intended purpose by the laws in existence at the time of its completion shall comply with the provisions of the Georgia State Minimum Standard Building Code or The Georgia State Minimum Standard One and Two-Family Dwelling Code, as applicable, for new construction or with any current permit for such occupancy.
- (10) **Buildings Previously Occupied**

The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code or the Georgia State Minimum Fire Prevention Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Section 105-6. The Department of Planning and Development

(1) Enforcement Agency

The Department of Planning and Development is hereby designated, and the official in charge shall be known as the Director.

(2) Appointment

The Planning and Development Director shall appoint the building official.

(3) Employing Inspectors

The building official shall have the authority to employ inspectors and other personnel necessary to enforce codes. Such employees shall have powers as delegated by the building official.

Section 105-7. Duties and Powers of Building Official

(1) General

The building official is hereby authorized and directed to enforce the provisions of this code. The procedures to clarify the application of its provisions. Such interpretations, policies, and procedures shall comply with this code's intent and purpose. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(2) Applications and Permits

The building official shall receive applications, review construction documents, and issue permits for the erection, alteration, demolition, and moving of buildings and structures. The official shall also inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

(3) Determination of Substantially Improved or Substantially Damaged Existing Buildings and Structures in Flood Hazard Areas

For applications for reconstruction, rehabilitation, repair, alteration, addition, or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 of the Georgia State Minimum Standard Building Code.

(4) Notices and Orders

The building official shall issue necessary notices or orders to ensure compliance with this code.

(5) Inspecting buildings and other structures to ensure compliance with the code.

The building official shall make the required inspections or have the authority to accept inspection reports by state-certified agencies or individuals. Reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or the accountable individual. The building official is authorized to engage such expert opinion as necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

(6) Identification

The building official shall carry proper identification when inspecting structures or premises in performing duties under this code.

(7) Right of Entry

Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or on-premises a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises are unoccupied, the building official shall first make a reasonable effort to locate the owner or other person in charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

(8) Department Records

The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official documents for the period required to maintain public records.

(9) Liability

The building official, members of the construction board of appeals, or employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or because of an act or omission in the discharge of official duties.

(10) Legal Defense

Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit, or proceeding instituted in pursuance of the provisions of this code.

(11) Approved Materials and Equipment

Materials, equipment, and devices approved by the building official shall be constructed and installed in compliance with such approval.

(12) Used Materials and Equipment

Reused materials must comply with the requirements of this code for new materials. Used equipment and devices may not be reused unless the building official approves.

(13) Modifications

Where there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases upon application of the owner or the owner's authorized agent, provided that the building official shall first find that unique individual reason makes the strict letter of this code impractical, the modification complies with the intent and purpose of this code and that such modification does not lessen the health, accessibility, life, and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered into the Planning and Development department files. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(14) Alternative Materials, Design, and Methods of Construction and Equipment

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that the building official has approved any such alternative. An alternative material, design, or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code and that the material, method, or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, and safety. Where the alternative material, design, or construction method is not approved, the building official shall respond in writing, stating why the alternative was not approved. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(15) Technical Reports

Supporting data, where necessary to approve materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved industry sources.

(16) Tests

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that material or method does not conform to the requirements of this code or to substantiate claims for alternative materials or techniques, the building official shall have the authority to require tests as evidence of compliance to be made without expense to the jurisdiction. Test methods shall be specified in this code or other recognized test standards. Without recognized and accepted test methods, the building official shall approve the testing procedures. An approved agency shall perform tests. Reports of such tests shall be retained by the building official for the period required to maintain public records.

Sec. 105 – 8. Permits

(1) Required

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure or to erect, install, enlarge, adjust, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required building permit.

(2) Annual Permit

Instead of an individual permit for each alteration to an already approved electrical, gas, mechanical, or plumbing installation, the building official is authorized to issue an annual permit upon application therefor to any person, firm, or corporation regularly employing one or more qualified trade persons in the building, structure or on the premises owned or operated by the applicant for the permit.

(3) Annual Permit Records

The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The building official shall have access to such records at all times, or such records shall be filed with the building official as designated.

(4) Work Exempt from Permit

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Building Permits shall not be required for the following:

a. Building:

- i. One-story detached accessory structures are used as tool and storage sheds, playhouses, and similar residential uses, provided the floor area is not over 200 square feet.
- ii. One-story detached accessory structures in commercial or industrial zoning districts, provided the structure meets setbacks, and the floor area is not greater than 120 square feet
- iii. Fences not over 7 feet high.
- iv. Retaining walls not over 4 feet in height measured from the bottom of the footing to the top of the wall unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
- v. Water tanks that are supported directly on grade if the capacity is not greater than 5,000 gallons and the height-to-diameter or width ratio is not greater than 2:1.
- vi. Sidewalks and driveways that are not more than 30 inches above adjacent grade, not over any basement or story below, and are not part of an accessible route.
- vii. Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.
- viii. Temporary motion picture, television, and theater stage sets and scenery.
- ix. Prefabricated swimming pool less than 24 inches deep and installed entirely above ground.
- x. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- xi. Swings and other traditional playground equipment accessory to detached one- and two-family dwellings.
- xii. Window awnings in Group R-3 and U occupancies that are supported by an exterior wall that does not project more than 54 inches from the exterior wall and does not require additional support.
- xiii. Non-fixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches in height.
- xiv. Buildings and Structures specifically regulated and preempted by the Federal Government
- xv. Temporary buildings or sheds used exclusively for construction purposes.
- xvi. Mobile or modular structures used as temporary offices, except that the provisions relating to accessibility by persons with disabilities apply to such mobile or modular structures.
- xvii. Those structures or facilities of electric utilities, as defined in xx, are directly involved in generating, transmitting, or distributing electricity.
- xviii. Temporary sets, assemblies, or structures used in commercial motion picture or television production or any sound recording equipment used in such production, on or off premises.

b. Electrical:

- i. Repairs and maintenance: Minor repair work, including replacing lamps or connecting approved portable electrical equipment to approved permanently installed receptacles.
- ii. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but to equipment and wiring for a power supply and the installation of towers and antennas.
- iii. Temporary testing systems: A permit shall not be required to install any temporary system to test or service electrical equipment or apparatus.

c. Gas:

- i. Portable heating appliance.
- ii. Replacement of any minor part that does not alter equipment approval or make such equipment unsafe.

d. Mechanical:

- i. Portable heating appliance.
- ii. Portable ventilation equipment.
- iii. Portable cooling unit.
- iv. Steam, hot, or chilled water piping within any heating or cooling equipment.
- v. Replacement of any part that does not alter its approval or make it unsafe.
- vi. Portable evaporative cooler.
- vii. A self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by one horsepower or fewer motors.

e. Plumbing:

The stopping of leaks in drains, water, soil, waste, or vent pipes, provided, however, that if any concealed trap, drain pipe, water, soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered new work. A permit shall be obtained and an inspection made.

Clearing stoppages or repairing leaks in pipes, valves, or fixtures and removing and reinstalling water closets are permitted, provided such repairs do not involve replacing or rearranging valves, pipes, or fixtures.

f. Emergency Repairs

Where equipment replacements and repairs must be performed in an emergency, the permit application shall be submitted to the building official within the next working business day.

g. Public Service Agencies

A permit shall not be required for the installation, alteration, or repair of generation, transmission, distribution or, metering or other related equipment under the ownership and control of public service agencies by established right.

Sec. 105-9. Application for Permit

To obtain a permit, the applicant shall first apply in writing on a form furnished by the Department of Planning and Development. Such application shall:

- 1) Identify and describe the work to be covered by the permit for which the application is made;
- 2) Describe the land on which the proposed work is to be done by legal description, street address, and tax parcel identification that will readily identify and locate the proposed building or work;
- 3) Indicate the use and occupancy for which the proposed work is intended;
- 4) Be accompanied by construction documents and other information as required in Section 105-11 of this code;
- 5) State the valuation of the proposed work;
- 6) Be signed by the applicant, or the applicant's authorized agent; and
- 7) Give such other data and information as reasonably required by the building official to ensure compliance with this code.

(a) Action on Application

The building official shall examine or cause to be examined applications for permits and amendments to it within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons.

If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances, the building official shall issue a permit therefor as soon as practicable.

(b) Time Limitation of Application

An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a permit has been issued, except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing, and justifiable cause demonstrated.

(c) Validity of Permit

The issuance or granting of a permit shall not be construed as a permit for, or approval of, any violation of any of the provisions of this code or any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is authorized to prevent occupancy or use of a structure violating this code or any other ordinances of this jurisdiction.

(d) Expiration

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance or if the work authorized on the site by such permit is suspended or abandoned for 180 days after the time the work is commenced, or if the expiration date on the face of the permit has been reached without any inspections for 180 days with no permit extension request submitted. In writing, the building official is authorized to grant one or more extensions of time for periods not more than 180 days each from the expiration date on the face of the permit. The extension shall be requested in writing, and justifiable cause demonstrated.

(5) Suspension or Revocation

The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or based on incorrect, inaccurate, or incomplete information or in violation of any ordinance or regulation or any of the provisions of this code.

(6) Placement of Permit

The building permit or copy shall be kept on the job site in a conspicuous place until the project's completion.

Sec. 105-10. Floor and Roof Design Loads

(a) Live Loads Posted

In commercial or industrial buildings, for each floor or portion designed for live loads exceeding 50 psf, such designed live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story they apply, using durable signs. It shall be unlawful to remove or deface such notices.

(b) Issuance of Certificate of Occupancy

A certificate of occupancy required by Section 105-15 shall not be issued until the floor load signs required by Section 105-10 of this code have been installed.

(c) Restrictions on loading

It shall be unlawful to place, cause, or permit the placement of a load greater than the limit set by the Georgia State Minimum Standard Building Code on any floor or roof of a building, structure, or portion thereof.

Sec. 105- 11. Submittal Documents

(a) General

Submittal documents consisting of construction documents, statements of special inspections, geotechnical reports, and other data shall be submitted in two or more sets and digital media as required, i.e., pdf., with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for makes a review of construction documents unnecessary to obtain compliance with this code.

(e) Construction Documents

Construction documents shall be in accordance with Sections 105-11 f through n of this code.

(f) Information on Construction Documents

Construction documents shall be dimensioned and drawn on suitable material. Electronic media documents shall be submitted. Construction documents shall be sufficiently clear to indicate the location, nature, and extent of the proposed work and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules, and regulations determined by the building official.

(g) Fire Protection System Shop Drawings

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved before the start of system installation. Shop drawings shall contain all information required by the referenced installation standards in Chapter 9 of the International Building Code. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(h) Means of Egress

The construction documents shall show in sufficient detail the location, construction, size, and character of all portions of the means of egress, including the path of the exit discharge to the public way, in compliance with the provisions of this code. Other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor and in all rooms and spaces. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(i) Exterior Wall Envelope

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane, and details around openings.

The construction documents shall include the manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the tested exterior wall system, where applicable, and the test procedure used.

(j) Exterior Balconies and Elevated Walking Surfaces

Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and an impervious moisture barrier protects the structural framing, the construction documents shall

include details for all impervious moisture barrier system elements. The construction documents shall consist of the manufacturer's installation instructions.

(k) Site Plan

The construction documents submitted with the permit application shall be accompanied by a site plan showing the scale, size, and location of new construction and existing structures on the site, distances from lot lines, the established street grades, and the proposed finished grades and, as applicable, flood hazard areas, floodways, stream buffers, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey.

(l) Site Plan for a demolition permit

The site plan shall show the construction to be demolished and the location and size of existing structures and construction that remain on the site or tract. The building official is authorized to waive or modify the requirement for a site plan where the permit application is for an interior alteration or repair or where otherwise warranted.

(m) Design Flood Elevations

Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 of the Georgia State Minimum Standard Building Code.

(n) Structural Information

The construction documents shall provide the information specified in Section 1603 of the Georgia State Minimum Standard Building Code.

(o) Relocatable Buildings

Construction documents for relocatable buildings shall comply with Section 3112 of the Georgia State Minimum Standard Building Code.

(p) Examination of Documents

The building official shall examine or cause the submittal documents to be reviewed and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

(q) Approval of Construction Documents

When the building official issues a permit, the construction documents shall be approved, in writing or digital format, as "Reviewed for Code Compliance." The building official shall retain one set of construction documents so reviewed. The other set shall be returned to the applicant, kept at the work site, and opened to inspection by the building official or a duly authorized representative.

(r) Previous Approvals

This code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

(s) Phased Approval

The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

(t) Design Professional in Responsible Charge

Where it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in the responsible charge who shall perform the duties required of the original registered design professional in the responsible charge. The building official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or cannot continue to perform the duties.

The registered design professional in charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

(u) Deferred Submittals

Deferral of any submittal items shall have the prior approval of the building official. The registered design professional in charge shall list the deferred submittals on the construction documents for review by the building official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge, who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the building official has approved the deferred submittal documents.

(v) Amended Construction Documents

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with them shall be resubmitted for approval as an amended set of construction documents.

(w) Retention of Construction Documents

The building official shall retain one set of approved construction documents for not less than 180 days from the completion date of the permitted work or as required by state or local laws.

Sec. 105-12. Temporary Structures and Uses

(1) General

The building official is authorized to permit temporary structures and uses. Such permits shall be limited in time of service but not for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

(2) Conformance

Temporary structures and uses shall comply with Section 3103 of the Georgia State Minimum Standard Building Code requirements.

(3) Temporary Power

The building official is authorized to permit the temporary supply and use of power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. As amended, the part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

(4) Termination of Approval

The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued when necessary.

Sec. 105- 13. Fees

- (1) **Payment of Fees**
A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until any additional fees, if any, have been paid.
- (2) **Schedule of Permit Fees**
A fee for each permit shall be paid per the schedule established by the Dawson County Board of Commissioners for buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit.
- (3) **Building Permit Valuations**
The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the building official's approval, or the building official shall evaluate the final building permit based on the ICC (International Code Council) Building Valuation Data.
- (4) **Work Commencing Before Permit Issuance**
Anyone who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to 2x the required fees.
- (5) **Related Fees**
The payment of the fee for the construction, alteration, removal, or demolition of work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees prescribed by law.

Sec. 105-14. Inspections

- (1) **Required Inspections.**
The Building Official, upon notification from the permit holder or his or her agent, shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.
- (2) **General**
Construction or work for which a permit is required shall be subject to inspection by the building official, and such construction or work shall remain visible and able to be accessed for inspection purposes until approved. Approval as a result of an inspection shall not be construed as an approval of a violation of this code's provisions or other ordinances of the jurisdiction. Inspections presuming giving authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. It shall be the owner's or the authorized agent's duty to make the work visible and accessible for inspection. Neither the building official nor the jurisdiction shall be liable for the expense of removing or replacing any material required to allow inspection.
- (3) **Preliminary Inspection**
Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.
- (4) **Lot Grading inspection**
Site staking and erosion control measures in compliance with an approved grading plan shall be taken before any construction activities if required.
- (5) **Required Inspections**
The building official, upon notification, shall make the inspections outlined in Sections 105-14 of this code.
- (6) **Footing and Foundation Inspection**
Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. Any required forms shall be in place for concrete foundations before inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C94; the concrete need not be on the job.
- (7) **Concrete Slab and Under-Floor Inspection**
Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories, and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the subfloor.
- (8) **Lowest Floor Elevation**
In flood hazard areas, upon placement of the lowest floor, including the basement, and before further vertical construction, the elevation certification required in Section 1612.4 of the International Building Code shall be submitted to the building official.
- (9) **Frame Inspection**
Framing inspections shall be made after the roof deck or sheathing, all framing, fire-blocking, and bracing are in place, pipes, chimneys, and vents to be concealed are complete, and the rough electrical, plumbing, heating wires, pipes, and ducts are approved.

- (10) **Lath, Gypsum Board and Gypsum Panel Product Inspection**
Lath, gypsum board, and gypsum panel product inspections shall be made after lathing, gypsum board, and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.
Exception: Gypsum board and gypsum panel products are not part of a fire-resistance-rated or shear assembly.
- (11) **Weather-exposed balcony and Walking Surface Waterproofing**
Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and an impervious moisture barrier protects the structural framing, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved.
Exception: Where special inspections are provided in accordance with Section 1705.1.1, Item 3 of the International Building Code.
- (12) **Fire- and Smoke-Resistant Penetrations**
Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers, and smoke partitions shall not be concealed from view until inspected and approved.
- (13) **Energy Efficiency Inspections**
Inspections shall be made to determine compliance with Chapter 13 of the Georgia State Minimum Standard Building Code, as amended. They shall include but are not limited to, inspections for envelope insulation R- and U-values, fenestration U-value, duct system R-value, and HVAC and water-heating equipment efficiency.
- (14) **Other Inspections**
In addition to the inspections specified in this code, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with its provisions and other laws that the Department of Planning and Development enforces.
- (15) **Special Inspections**
Qualified, independent agents must perform special inspections and tests with special expertise as approved by the Building Official. Special inspections are in addition to the inspections conducted by the Building Official, Structural Observation by the Design Professional, and tests or inspections required by the Construction Documents. Reference the Special Inspections Guide and chapter on the Department of Community Affairs web page.
- (16) **Final Inspection**
The final inspection shall be made after all work authorized by the building permit is completed.
- (17) **Flood Hazard Documentation**
If located in a flood hazard area, documentation of the elevation of the lowest floor, as required by the Federal Emergency Management Agency (FEMA), shall be submitted to the building official before the final inspection.
- (18) **Inspection Agencies**
The building official is authorized to accept reports from approved and licensed inspection agencies, provided that such agencies satisfy the requirements regarding qualifications and reliability.
- (19) **Inspection Requests**
The holder of the building permit or their duly authorized agent shall notify the building official when work is ready for inspection and provide access to and means for inspections of such work as required by this code.

- (20) Work not ready for inspection.
It shall be the duty of the holder of the building permit or their duly authorized agent to ensure the work is ready for inspection. A complete re-inspection shall be required if the work is not ready for inspection.
- (21) Approval Required.
Work shall not be done beyond the point indicated in each successive inspection without first obtaining the building official's approval. The building official, upon notification, shall make the requested inspections and either indicate the portion of the construction that is satisfactory as completed or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected, and such portions shall not be covered or concealed until authorized by the building official.
- (22) Site Debris.
The contractor and owner of any active or inactive construction project shall be responsible for cleaning up and removing all construction debris or any other miscellaneous discarded articles before receiving final inspections. Construction job sites must be kept clean, such that accumulation of construction debris must not remain on the property for a time exceeding thirty (30) days. All debris shall be kept in such a manner as to prevent it from being spread by any means.

Sec. 105-15. Certificate of Occupancy

- (a) Change of Occupancy
A building or dwelling structure shall not be used or occupied, and a change of occupancy or change of use of a building or dwelling structure or portion thereof shall not be made until the building official has issued a certificate of occupancy, as provided herein. The issuance of a certificate of occupancy shall not be construed as approval of a violation of this code's provisions or other jurisdictional ordinances. Certificates of occupancy presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Certificates of occupancy are issued to permits where occupancy applies.
- Exception:
- 1) Certificates of occupancy are not required for work exempt from permits in accordance with Section Sec. 105-8 of this code.
 - 2) Certificates of completion are issued for trade-specific permits, retaining walls, white box or shell buildings, and pools.
- (b) Certificate of Occupancy Issued
After the building official inspects the building or dwelling structure and does not find violations of the provisions of this code or other laws that the Department of Planning and Development enforces, the building official shall issue a certificate of occupancy that contains the following:
- The building permit number.
 - The address of the structure.
 - The owner's or authorized agent's name and address.
 - Permit issue date.
 - Use and Occupancy
 - The name of the building official.
 - Certificate issue date

(c) Temporary Occupancy

The building official is authorized to issue a temporary certificate of occupancy before completing all the work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a period during which the temporary certificate of occupancy is valid.

(d) Revocation

The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code whenever the certificate is issued in error, based on incorrect information supplied, or where it is determined that the building, structure, or portion thereof violates any ordinance or regulation or any of the provisions of this code.

Sec. 105-16. Service Utilities

(a) Connection of Service Utilities

A person shall not make connections from a utility, energy source, fuel, or power to any building or system regulated by this code for which a permit is required until released by the building official.

(b) Temporary Connection

The building official shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel, or power.

(c) Authority to Disconnect Service Utilities

The building official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by this code and the referenced codes and standards outlined in Section Sec. 105-4 of this code in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 105-1 or 105-2 of this code. The building official shall notify the serving utility and, wherever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect before taking such action. If not notified before disconnecting, the owner or occupant of the building, structure, or service system shall be informed in writing as soon as possible.

(d) On-site Septic System

The holder of the building permit or their duly authorized agent shall notify the Dawson County Environmental Health Department of the necessity to inspect infrastructure associated with an on-site septic system(s).

Sec. 105- 17. Construction Board of adjustment and appeals.

(a) General

A board of adjustment and appeals shall be and is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code. The commissioners shall appoint the construction Board of Adjustment and Appeals, which consists of five members. The board adopts rules of procedure for conducting its business.

(b) Terms

The terms of the office of the board members shall be three years staggered so no more than one-third of the board is appointed or replaced within any 12 months.

(c) Limitations on Authority

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall not have the authority to waive building code requirements. Any provisions for the Fire Code shall reference the Georgia State Minimum Fire Prevention Code.

(d) Qualifications

The board of appeals shall consist of members qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

(e) Meetings

The construction Board of Adjustment and Appeals shall hold meetings as needed.

Sec. 105-18. Violations

(a) Unlawful Acts

It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure, or equipment regulated by this code or cause same to be done, in conflict with or in violation of any of the provisions of this code.

(b) Notice of Violation

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the provisions of this code, or violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

(c) Prosecution of Violation

If the notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

(d) Violation Penalties

Any person who violates a provision of this code or fails to comply with any of its requirements or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official or of a permit or certificate issued under the provisions of this code shall be subject to penalties as prescribed by law.

Sec. 105-19. Stop Work Order

- (a) Authority
Where the building official finds any work regulated by this code being performed either contrary to its provisions or dangerous or unsafe, the building official is authorized to issue a stop work order.
- (b) Issuance
The stop-work order shall be in writing and given to the property owner, the owner's authorized agent, or the person performing the work. The stop-work order shall be posted on the job site. The cited work shall immediately cease upon issuance of a stop work order. The stop-work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.
- (c) Unlawful Continuance
Any person who continues work after being served with a stop work order, except work directed to be performed to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 105-20. Unsafe Structures and Equipment

- (a) Conditions
Structures or existing equipment that are or hereafter become unsafe, unsanitary, or deficient because of inadequate means of egress facilities, inadequate light, and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down, removed, or made safe as the building official deems necessary and as provided in this section. A vacant structure that is not secured against entry shall be deemed unsafe.
- (b) Record
The building official shall report an unsafe condition to Dawson County. The report shall state the occupancy of the structure and the nature of the unsafe condition.
- (c) Notice
If an unsafe condition is found, the building official shall serve the owner, agent, or person in control of the structure a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the building official acceptance or rejection of the terms of the order.
- (d) Method of Service
Such notice of an unsafe condition shall be deemed properly served if a copy is delivered to the owner personally, sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested, or delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the preceding manner on the owner's agent or the person responsible for the structure shall constitute service of notice on the owner.

ARTICLE II. THIRD-PARTY INSPECTION: A Program for Enhanced Quality Assurance

Sec. 105-21. Definitions.

- (a) For purposes of this third-party inspection ordinance, the following definitions shall apply unless the context indicates otherwise:

Approved third-party inspectors and plans reviewer list. The department maintains a comprehensive list comprising the names of qualified and experienced professionals who have complied with the application and renewal requirements of the Dawson County Third Party Inspection and Plans Review Program. These individuals have been approved to perform third-party inspections and plan reviews, ensuring the minimum safety and quality standards in unincorporated Dawson County.

An approved third-party inspector, a registered professional engineer, or an architect plays a significant role in the inspection process. They have successfully met the application and renewal requirements of the Dawson County Third Party Inspection and Plans Review Program. These professionals are authorized to conduct third-party inspections in unincorporated Dawson County, as per the provisions of this article of the Dawson County Code. It's important to note that an Approved third-party inspector is intended to function as a 'private, professional provider' for inspections, as described in the State Act.

An approved third-party plans reviewer, a registered professional engineer, or architect, is critical in the plan review process. They have successfully met the application and renewal requirements of the Dawson County Third Party Inspection and Plans Review Program. These professionals are authorized to conduct third-party plan reviews in unincorporated Dawson County, as per the provisions of this article of the Dawson County Code. Approved third-party plans reviewer is intended to function as a 'private, professional provider' for the review of building construction plans, as described in the State Act.

The department establishes fees, an integral part of the process. These fees are to be paid to the county when an applicant chooses to use a third-party inspector or third-party plan reviewer. This is applicable even if the department can provide inspection and plan review services within the time frames mandated by the State Act. These fees are equivalent to any regulatory fees assessed by the department for inspections and plan review services performed by the department.

County. Dawson County is outside of the municipal limits of the City of Dawsonville.

Department. The Dawson County Department of Planning and Development, or the other department the Dawson County Board of Commissioners may assign, is responsible for performing inspections and overseeing the third-party inspection and plans review system described herein.

Inspection. The observance of work and the performance of tests for specific components and elements to establish conformance with Dawson County approved construction documents, building codes and ordinances adopted by Dawson County, and the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs.

Inspection certification. A written statement signed by an approved third party inspector or their approved technician, which shall indicate that the item(s) being inspected, in the authorized third party inspector's professional opinion and to the best of their knowledge, complies with Dawson County-approved construction documents, building codes and ordinances adopted by Dawson County, the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs, and any other applicable inspections that inspectors employed by Dawson County typically performs.

Inspection field report. A written report prepared by an approved third-party inspector or a technician working under an approved third-party inspector's direct supervision describes the work conducted and the findings of an inspection.

Plans review affidavit. A written affidavit that is completed and signed under oath by an approved third-party plans reviewer, which shall indicate the plans that have been reviewed for a building permit for the application in question, in the approved third-party plans reviewer's professional opinion and to the best of their knowledge, complies with the regulatory requirements as designated by Dawson County, including the Georgia State Minimum Standard Codes most recently adopted by the department of community affairs and any locally adopted ordinances and amendments to such codes, applicable zoning ordinances and conditions, design standards, and any other applicable laws and regulations that would otherwise be required of staff employed by the Dawson County Planning and Community Development Department.

Registered professional architect. An individual that holds a certificate of registration issued under O.C.G.A. tit. 43, ch. 4.

Registered professional engineer. An individual that holds a certificate of registration issued under O.C.G.A. tit. 43, ch. 15.

Regulatory fees. All fees established by the department are to be paid to the department for any regulatory action, inspection services, or plan review services as provided by the State Act and this article.

State Act. O.C.G.A. § 8-2-26.

Technician. An individual who performs inspections under the direct supervision of an approved third-party inspector.

Third-party inspection. Inspection is performed in conformance with this program by approved third-party inspectors.

Third-party inspection and plan review program. This ordinance describes the rules and procedures for this program.

Third-party plans review. A review of building construction plans was performed in conformity with this program by approved third-party plan reviewers.;

Sec. 105-22. Third-party inspection and plans review program.

- (a) The department will establish and maintain an approved list of third-party inspectors and plan reviewers from whom it will accept third-party inspections and third-party plan reviews in accordance with this third-party inspection and plan review ordinance.
- (b) In full compliance with the requirements of the State Act, Dawson County shall allow owners, developers, and contractors to submit inspection certifications by approved third-party inspectors and plans review affidavits by approved third-party plans reviewers to satisfy certain inspection and plans review requirements.
- (c) The department will only consider inspection certifications and plans review affidavits from individuals listed on the approved third-party inspector and plans reviewer list. Dawson County makes no representation concerning the approved third-party inspectors and approved third-party plan reviewers other than that they have submitted evidence that they have met the minimum criteria necessary to qualify for the third-party inspection and plans review program described herein.
- (d) For an inspection certification or plans review affidavit to be accepted by the department for a particular project, an approved third-party inspector or approved third-party plans reviewer must be independent of and must not be an employee of, otherwise affiliated with, or financially interested in the person, firm, or corporation engaged in the construction project to be inspected.

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- (e) The person, firm, or corporation retaining an approved third-party inspector or approved third-party plans reviewer to conduct an inspection or plans review shall be required to pay to the county the same regulatory fees that would have been required had a county inspector, or county plan reviewer has conducted the inspection or plans review. Upon paying in full the convenience fees associated with the complete application, the applicant may nevertheless choose to retain, at its own expense, an approved third-party inspector or approved third-party plans reviewer to provide the required inspection or plan review, subject to the requirements outlined in this article. Any regulatory fees or convenience fees paid to the county are nonrefundable.
 - (f) All other fees and costs related to the performance of the third-party inspections or third-party plans review are matters solely between the approved third-party inspector or approved third-party plans reviewer and the person, firm, or corporation engaging the approved third-party inspector or approved third-party plans reviewer.
 - (g) Notwithstanding the submission of an inspection certification or plans review affidavit, the department retains the authority to make all code interpretations and to monitor the quality of all third-party inspections and third-party plans reviews. Nothing in this article shall be construed as authorizing any approved third-party inspector or approved third-party plans reviewer to issue a certificate of occupancy.
 - (h) The department will continue to provide full support to customers who choose not to utilize the services of approved third-party inspectors or approved third-party plan reviewers.
 - (i) The department will follow all applicable procedures outlined in the State Act for all inspections and plan reviews. For processing applications compliant with the State Act, an application submitted to the department shall not be considered complete until all applicable fees have been paid and all applicable county departments have previously received the application and provided any required approvals.

Sec. 105-23. Inspections types.

- (a) The department will, at minimum, accept third-party inspections in compliance with the State Act for any construction inspections required by state and local codes.
- (b) Approved third-party inspectors shall be authorized to conduct any inspection required by the county necessary or required to determine compliance with all regulatory requirements and for the issuance of a building permit or certificate of occupancy, provided that the inspection being performed is within the scope of the approved third-party inspector's area of competency. Nothing in this article shall be construed as authorizing any approved third-party inspection of local fire safety standards.
- (c) Nothing in this article shall be construed as authorizing any approved third-party inspection of site staking and erosion control measures in compliance with an approved grading plan shall be taken before any construction activities if required.

Sec.105 -24. Approved third-party inspector qualifications.

- (a) Individuals wishing to be placed on the approved third-party inspectors and plans reviewer list must submit an initial application to the department.
- (b) To qualify as an approved third-party inspector, an individual must:
 - (1) Be a registered professional engineer or architect as defined in this article.
 - (2) Otherwise, be in good standing with all pertinent certification and professional accreditation boards.
 - (4) Possess and maintain minimum insurance as described herein.
 - (5) Demonstrate relevant experience of at least one year.
- (c) An individual shall not be qualified to be placed on the approved third-party inspectors and plans reviewer list if he/she has had his/her authority to issue third-party inspection certifications in any other jurisdictions

revoked. If an individual previously qualified to be on the approved third-party inspectors and plans reviewer list and subsequently has his/her authority to issue third-party inspection certifications revoked, the individual shall be removed from the approved third-party inspectors and plans reviewer list.

- (d) An approved third-party inspector may not submit an inspection certification if the inspector is an officer or employee of the owner, developer, contractor, or other party or if the inspector is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor, or other party on whose behalf the inspection certification is submitted.
- (e) Technicians may perform inspections under the supervision of an approved third-party inspector provided that the technician has satisfied any specific requirements as may be designated by the building official.
- (f) Technicians performing inspections under the supervision of an approved third-party inspector shall possess ICC certifications relevant to the types of inspections performed. For zoning inspections, technicians shall provide documentation demonstrating three years of experience and training, including general building construction, construction trades, and code enforcement/interpretation, or any equivalent combination of education, training, and experience to be determined at the building official's discretion.
- (g) Approved third-party inspectors shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
 - (1) Comprehensive general liability insurance for liability and property damage for not less than \$1,000,000.00 per occurrence.
 - (2) Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
 - (3) Such insurance may be a practice policy or project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
 - (4) The cancellation provision shall provide for 30 days' cancellation notice.
 - (5) Dawson County, Georgia, its officers, officials, employees, and representatives shall be named additional insureds on the required insurance policies.
 - (6) The required insurance coverages shall be provided by an insurance company licensed to do business by and in good standing with the Georgia Department of Insurance at all times.
 - (7) Approved third-party inspectors shall maintain the minimum insurance coverage as required above at all times during which they are listed as approved third-party inspectors. Approved third-party inspectors shall provide the department with evidence of minimum insurance coverages and provisions annually before any policy or coverage expiration and upon request by the department. Should any insurance coverage or information change, the approved third-party inspector shall provide written notice of any such change to the county within ten business days. If at any time an approved third-party inspector fails to maintain the required insurance coverage, the department may remove them from the approved third-party inspectors and plans reviewer list.
- (h) Suspension of technicians and approved third-party inspectors:

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- (1) An individual who performs inspections under this article, whether a Technician or an individual approved third-party inspector, shall be subject to suspension from the authorized third-party inspector and plans reviewer list and from submitting inspection field reports and inspection certifications for the following infractions:
- a. Inspections are provided without an appropriate license or certification.
 - b. Inspection services are provided before the issuance of a valid building permit.
 - c. Failing to identify any noncompliance with any applicable code, as amended, governing individual and public safety and welfare (including, but not limited to, sections 308, 310-312, 314, and 315 of the International Residential Code, Section 607 of the International Plumbing Code, Sections 406, 502, and 503 of the International Fuel Gas Code, and Sections 210, 240, and 250 of the National Electric Code, as adopted by the Georgia Department of Community Affairs) as determined in the sole good faith discretion of the Building Official of the County. However, it is the express intent of the County not to impose sanctions on an individual under this Article for failing to identify multiple instances of noncompliance in one inspection, such as that each such failure constitutes an individual and separate infraction. Instead, various failures contained in a single inspection under this paragraph shall be treated as a single infraction.
 - d. Authorizing any deviation from the approved permit.
 - e. Falsifying reports.
 - f. Unauthorized employee performing inspections.
 - g. Performing unauthorized types of inspections.
 - h. Inspections are passed with a hold on a project or under-stop work.
 - i. Failure to identify noncompliance with any applicable code not captured in subsection (c) above upon identification of such failure by the county on multiple occasions, as determined in the sole good faith discretion of the county's chief building official.
- (2) Infractions within 12 months. Suspension for submitting inspection field reports and inspection certifications for infractions by a technician or individual approved third-party inspector shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within 12 months, the following actions and suspensions against a technician or individual approved third-party inspector shall be assessed:

First infraction:	Warning letter
Second infraction:	Warning letter and notice to permit holder
Third infraction:	A 30-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications
Fourth infraction:	90-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications
Fifth infraction:	1-year suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications

- (3) Violations within 24 months. An approved third-party inspector shall be subject to progressive action based on the number of infractions in the previous 24-month period by individuals performing

inspections, including the individual approved third-party inspector or any one or more technicians acting under the supervision of the authorized third-party inspector (which shall include technicians serving as employees, independent contractors, agents, etc.). Violations under this paragraph shall accrue upon every third infraction by an individual contemplated in paragraph (2) above. They shall subject approved third-party inspectors to the following actions and suspensions for any combination of infractions within 24 months:

First violation (upon third individual infraction):	A written letter of reprimand from the Building Official
Second violation (upon sixth individual infraction):	Seven-day suspension from approved third-party inspector and plans reviewer list
Third violation (upon ninth individual infraction):	A 30-day suspension from approved third-party inspector and plans reviewer list
Fourth violation (upon 12th individual infraction):	A 90-day suspension from approved third-party inspector and plans reviewer list
Fifth violation (upon 15th individual infraction):	Two-year suspension from approved third-party inspector and plans reviewer list

The county shall send a written notice to the approved third-party inspector for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third-party inspector of the number of infractions accruing under paragraph (2) to put the authorized third party inspector on notice of possible violations under this paragraph (3), and so the approved third party inspector has the opportunity to take any remedial action necessary to prevent future infractions and violations.

- (4) Notwithstanding any other provision of this article, in the event a technician or individual approved third-party inspector is found to have violated subsection (h)(1) e. - falsifying reports, the progressive actions and suspensions of this article may, at the county's discretion, be bypassed with an immediate suspension and disqualification imposed.
- (5) Suspension and disqualification appeals shall be processed through the Construction Board of Appeals at its next meeting as appeals of building official decisions.

Sec. 105-25. Procedures for conducting third-party inspections.

- (a) An approved third-party inspector shall not suggest, direct, or authorize any deviation from approved construction documents without obtaining the Building Officials approval.
- (b) The following procedures shall apply to all third-party inspections:
 - (1) To ensure quality control of the third-party inspection and plans review program, the department shall receive a copy of all inspection field reports within one business day of the inspection.
 - (2) All inspection field reports shall note the type of inspection and any deficiencies observed.
 - (3) Inspection certifications shall be submitted one business day after the inspection. Once the certification is received, the department will update the inspection status in the ordinary course of business.
 - (4) Final inspections will not be scheduled until all outstanding reinspection fees have been paid.
 - (5) Third-party inspectors shall not be authorized to perform final inspections.

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- (6) When performing re-inspections for violations initially noted by department staff, each corrected item shall be addressed individually.
 - (c) The department shall have a right to enter any premises inspected by an approved third-party inspector or technician to ensure compliance with this article and the State Act.

Sec. 105-26. Approved third-party plans reviewer qualifications.

- (a) Individuals wishing to be placed on the approved third-party inspectors and plans reviewer list as approved plans reviewers must submit an initial application to the department.
- (b) To qualify as an approved third-party plans reviewer, an individual must:
 - (1) Be a partner in or employed by an engineering or architect firm in full compliance with Chapter 22 of the Dawson County, Georgia Code of Ordinances.
 - (2) Be a registered professional engineer or registered professional architect as defined in this article.
 - (3) Otherwise, be in good standing with all pertinent certification and professional accreditation boards.
 - (4) Possess and maintain minimum insurance as described herein.
 - (5) Demonstrate relevant experience of at least one year.
- (c) An individual shall not be qualified to be placed on the approved third-party inspectors and plans reviewer list if they have had the authority to revoke third-party plans review affidavits in other jurisdictions. Suppose an individual previously qualified to be on the approved third-party inspectors and plans reviewer list and subsequently has their authority to issue third-party plans review affidavits revoked. In that case, the individual shall be removed from the approved third-party inspectors and plans reviewer list.
- (d) An approved third-party plans reviewer may not submit a plans review affidavit if the approved third-party plans reviewer is an officer or employee of the owner, developer, contractor, or other party or if the approved third-party plans reviewer is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor, or other party on whose behalf the plans review affidavit is submitted.
- (e) Approved third party plans reviewers shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
 - (1) Comprehensive general liability insurance for liability and property damage for not less than \$1,000,000.00 per occurrence.
 - (2) Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
 - (3) Such insurance may be a practice policy or project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
 - (4) The cancellation provision shall provide for 30 days' cancellation notice.
 - (5) Dawson County, Georgia, its officers, officials, employees, and representatives shall be named additional insureds on the required insurance policies.

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- (6) The required insurance coverages shall be provided by an insurance company licensed to do business by and in good standing with the Georgia Department of Insurance at all times.
 - (7) Approved third-party plan reviewers shall maintain the minimum insurance coverage as required above at all times during which they are listed as approved third-party plan reviewers. Approved third-party plan reviewers shall provide the department with evidence of minimum insurance coverages and provisions annually before any policy or coverage expiration and upon request by the department. Should any insurance coverage or information change, the approved third-party plans reviewer shall provide written notice of any such change to the county within ten business days. If an approved third-party plans reviewer fails to maintain the required insurance coverage, the department may remove them from the approved third-party inspectors and plans reviewer list.
- (f) Suspension of approved third-party plans reviewers:
- (1) An individual who performs plans review under this article shall be subject to suspension from the approved third-party inspector and plans reviewer list and from submitting plans review affidavits for the following infractions:
 - a. Providing plan reviews without appropriate license or certification.
 - b. Failing to identify any noncompliance with any applicable code, as amended, governing individual and public safety and welfare (including, but not limited to, Sections 308, 310—312, 314, and 315 of the International Residential Code, Section 607 of the International Plumbing Code, Sections 406, 502, and 503 of the International Fuel Gas Code, and Sections 210, 240, and 250 of the 2020 National Electric Code, etc.) as determined in the sole good faith discretion of the building official of the county. However, it is the express intent of the county not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection, such as that each such failure constitutes an individual and separate infraction. Instead, various failures contained in a single inspection under this paragraph shall be treated as a single infraction.
 - c. Falsifying plans review affidavits.
 - d. Performing unauthorized types of plan reviews.
 - (2) Suspension for submitting plans review affidavits for infractions by an approved third-party plans reviewer shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within 12 months, the following actions and suspensions against an approved third-party plans reviewer shall be assessed:

First infraction:	A written letter of reprimand from the building official.
Second infraction:	A 10-day suspension from approved third-party inspector and plans reviewer list
Third infraction:	A 30-day suspension from approved third-party inspector and plans reviewer list
Fourth infraction:	A 90-day suspension from approved third-party inspector and plans reviewer list
Fifth infraction:	One-year suspension from approved third-party inspector and plans reviewer list

- (3) The county shall send a written notice to the approved third-party plans reviewer for each infraction as contemplated in paragraph (2) above, the purpose of which shall be to inform the approved third-party plans reviewer of the number of infractions accruing under paragraph (2) and so the approved third-party plans reviewer has the opportunity to take any corrective action necessary to prevent future infractions.
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- (4) Notwithstanding any other provision of this article, in the event an approved third-party plans reviewer is found to have violated subsection (f)(1)c. - falsifying plans review affidavits, the progressive actions and suspensions of this article may, at the county's discretion, be bypassed with an immediate suspension and disqualification imposed.
 - (5) Suspension and disqualification appeals shall be processed through the Construction Board of Appeals at its next meeting as appeals of building official decisions.

Sec. 105-27. Procedures for conducting third-party plan reviews.

- (a) Any plan review conducted by an approved third-party plan reviewer shall be no less extensive than plan reviews conducted by county personnel.
- (b) The following procedures shall apply to all third-party plans reviewed:
 - (1) To ensure quality control of the third-party inspection program, the department shall receive a copy of all plan review affidavits within five business days of completion.
 - (2) All plans review affidavits shall certify that:
 - a. The plans were reviewed by the affiant, who is duly authorized to perform plan review under the third-party inspection and plans review program;
 - b. The plans comply with all applicable regulatory requirements and
 - c. The plans submitted for plan review conform with plans previously submitted to obtain county approvals required in the plan submittal process. Do not change the project reviewed for such approvals.

Secs. 105-28—105-40. Reserved.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST FORM

Department: County Administration

Work Session: May 2, 2024

Prepared By: Melissa Hawk

Voting Session: May 16, 2024

Presenter: Joey Leverette

Public Hearing: Yes XX No _____

Agenda Item Title: Presentation of Professional Exemption and Budget Request for Design of Style Park Trails

Background Information:

Quotes were requested from three engineering firms to design the trails, utilities, parking, restroom and rest area benches. The scope and pricing received varied in work and cost ranging from \$48,680 with very limited work included, to \$110,000, which did not include all needed work. A formal RFQ was released combining all the scope of work in the quotes and that which was excluded, but was needed. This was sent out to the three firms, along with a few others. The RFQ opened on March 1, 2024, receiving two responses. These ranged from \$198,500 to \$212,000.

Current Information:

We requested and received a quote from Ensite Civil Consulting, LLC for the amount of \$60,500. This quote included all the work necessary to complete Phase 1 (trail system, pavilion pads and signage) confirm public/and private utilities on-site, preliminary drawings of pre-fabricated bathhouse, parking lot and others, rough stake and flag trails every 25'; preparation of civil plans, which includes site & utility plan, septic plan, grading, erosion control, notes and details; final civil plans and hydrology study; and construction administration.

Budget Information:

Applicable: _____ Not Applicable: _____

Budgeted: Yes _____ No _____

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: Staff respectfully r 92 ts the Board to approve the professional

exemption of Ensite Civil Consulting, LLC to perform scope of work listed on the April 12, 2024, Proposal, in the amount of \$60,500 AND to determine the source of funding for the Purchase Order.

Department Head Authorization: _____

Date: _____

Finance Department Authorization: Vickie Neikirk

Date: 4/22/24

County Manager Authorization: J. Leverette

Date: 4/23/24

Comments/Attachments: _____

**A RESOLUTION BY THE BOARD OF COMMISSIONERS
OF DAWSON COUNTY, GEORGIA, EXPRESSING SUPPORT OF THE
PERPETUAL CONSERVATION AND PRESERVATION OF THE
DAWSON FOREST WILDLIFE MANAGEMENT AREA AS A
STATE PARK AND/OR RECREATION AREA**

WHEREAS, the Georgia Department of Natural Resources (“DNR”), Wildlife Resources Division, manages the Dawson Forest Wildlife Management Area (“WMA”) in Dawson County, Georgia, which is comprised of approximately 25,500 acres of land offered for hunting deer, bear, turkey, small game, dove and waterfowl; and

WHEREAS, a copy of DNR’s map of the WMA is attached hereto marked “Exhibit A”; and

WHEREAS, there are five sections of the WMA, including Wildcat Creek, Goethe, Burnt Mountain, Amicalola, and City of Atlanta; and

WHEREAS, the DNR Wildlife Resources Division owns over 15,000 acres of the WMA and the City of Atlanta, Georgia, owns the remaining 10,000-plus acres (the “Atlanta Property”); and

WHEREAS, the Atlanta Property is depicted as the lower portion of the WMA on the map attached at Exhibit A and is more particularly depicted on the Dawson County Tax Assessor Map (re. Parcel No. 087 003), a copy of which is attached hereto marked “Exhibit B”; and

WHEREAS, the City of Atlanta acquired the Atlanta Property in the early 1970s anticipating a potential second airport location which never came to fruition and the property fell into disrepair; and

WHEREAS, around 1975, the City of Atlanta entered into an agreement with the Georgia Forestry Commission to manage the site and not long after that the Dawson Forest Wildlife Management Area was created; and

WHEREAS, through the 1960s and up to 1971, prior to the City of Atlanta’s acquisition of the Atlanta Property, it was owned by the Federal Government and operated by Lockheed Corporation as the Georgia Nuclear Aircraft Laboratory (“GNAL”) where the area was used to test the development of nuclear-powered aircraft and later used for open air testing to determine the effects of radiation on various items; and

WHEREAS, the DNR has conducted quarterly or semi-annual direct (external) gamma radiation measurements in publicly accessible locations at the WMA since approximately 1979; and

WHEREAS, today, due to the DNR’s prolonged conservation efforts as a part of its management of the Atlanta Property, it is a thriving forest with abundant wildlife which is enjoyed by the public as a part of the greater WMA; and

WHEREAS, pursuant to the Official Code of Georgia Annotated (“O.C.G.A.”) § 12-3-30(2), the term “park” or “recreational area” is defined as “any land which, by reason of natural features or scenic beauty, with or without historical, archeological, or scientific buildings or other objects thereon, possesses distinctive, innate or potential physical, intellectual, creative, social, or other recreational or educational value or interest”; and

WHEREAS, pursuant to O.C.G.A. § 12-3-32(a), the DNR is empowered and directed to, among other things, “(5) To cooperate with other state agencies, with counties, municipalities, and other political subdivisions of the state, with other states, and with the United States government in matters relating to the acquiring, planning, establishing, developing, improving, or maintaining of any park, parkway, or recreational area”; and

WHEREAS, to promote the continued management and perpetual conservation and preservation of the Atlanta Property, the entire property should be formally transferred over to the DNR for permanent incorporation into the WMA and for the entire WMA to be further developed by the DNR into a state park and/or recreational area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

1. The above recitals are hereby incorporated as if fully stated herein.
2. The Dawson County Board of Commissioners (“BOC”) hereby expresses its support for the perpetual conservation and preservation of the WMA, including the Atlanta Property, as wildlife preservation and public recreational area.
3. The BOC hereby proposes that the Atlanta Property should be transferred to the DNR for permanent incorporation into the WMA and for the entire WMA to be further developed by the DNR into a state park and/or recreation area, to include recognition of the historical significance of the area.
4. The County Administration is hereby directed to provide a copy of this resolution to the DNR and to the City of Atlanta to notify such parties of the recommendations of the BOC as provided herein.

(signature page follows)

THIS RESOLUTION is hereby adopted this ____ day of _____ 2024, the public health, safety, and general welfare demanding it.

DAWSON COUNTY BOARD OF COMMISSIONERS

Billy Thurmond, Chairman

Seth Stowers, District 1 Commissioner

Chris Gaines, District 2 Commissioner

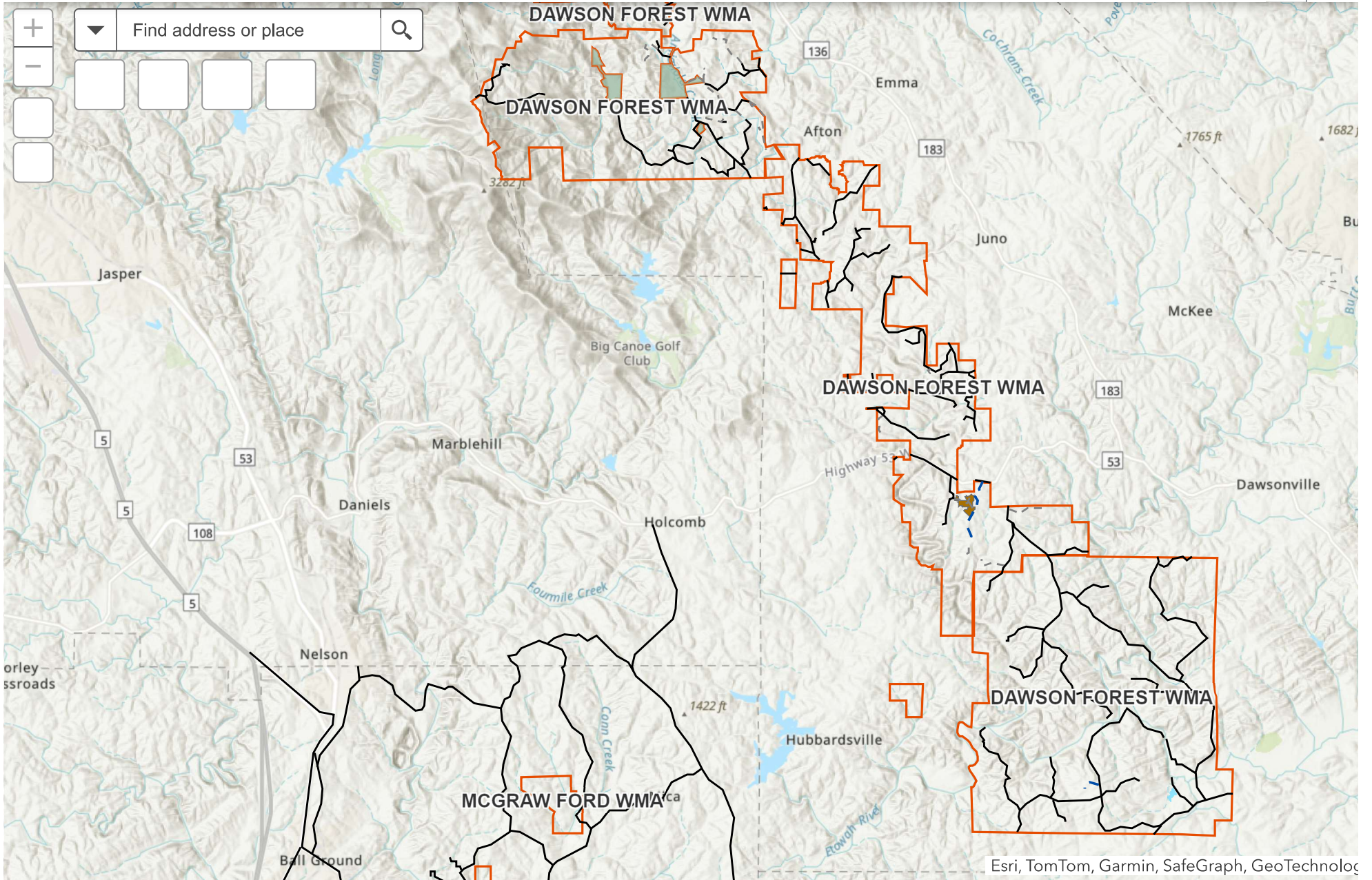
Alexa Bruce, District 3 Commissioner

Emory Dooley, District 4 Commissioner

Attest:

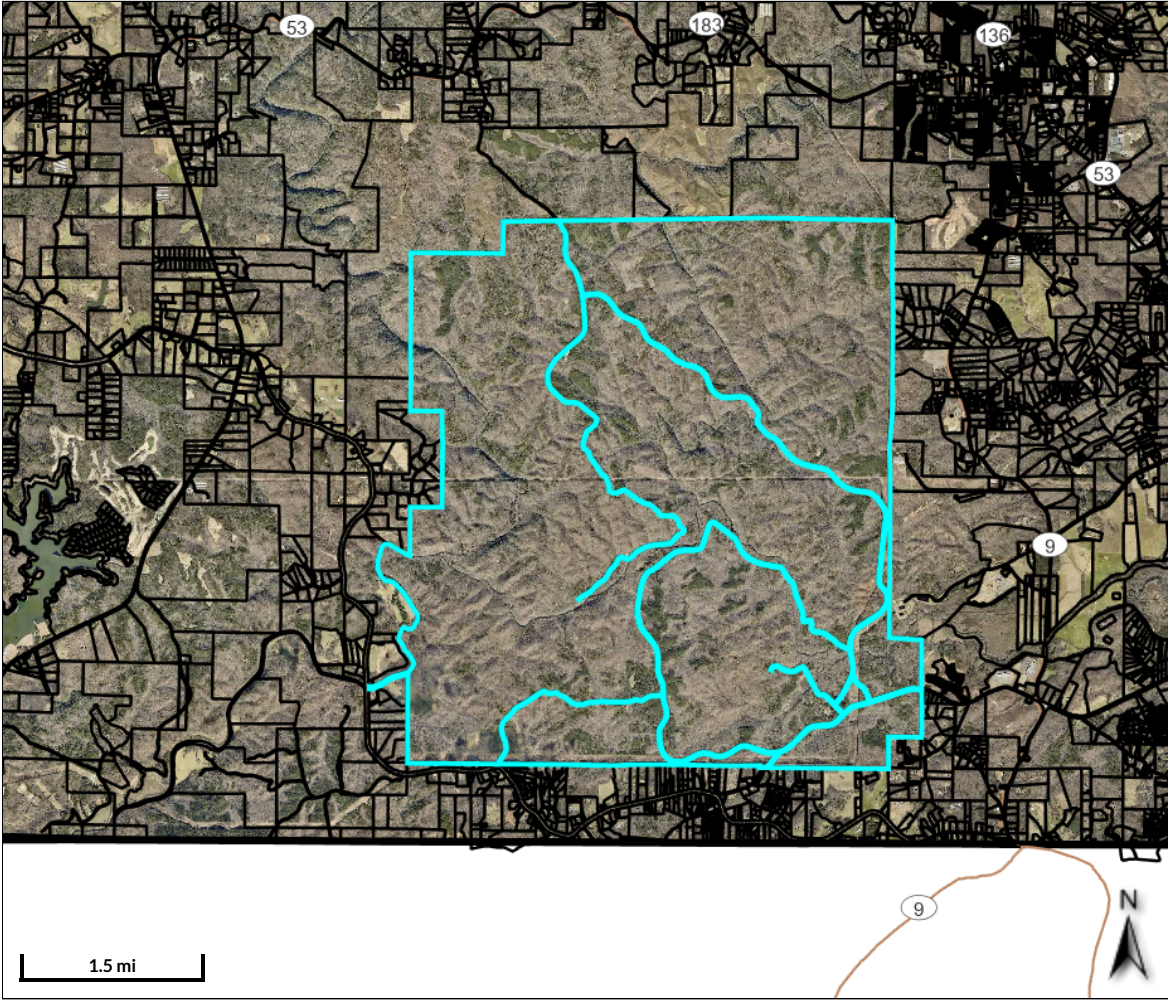
[COUNTY SEAL]

Kristen Cloud, County Clerk

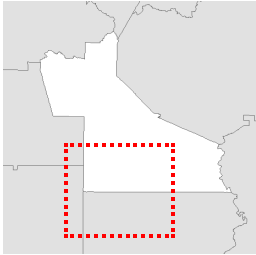


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Overview



Legend

- Parcels
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way

Parcel ID:087 003
Alt ID: 5976
Owner: CITY OF ATLANTA
Assessed Value: \$17269000

Date created: 4/9/2024
Last Data Uploaded: 4/8/2024 5:49:15 PM

Developed by  Schneider
GEO SPATIAL

WAIVER OF CONFLICT

WHEREAS, Cherokee County, Georgia (“Cherokee”) is a political subdivision of the State of Georgia; and

WHEREAS, Dawson County, Georgia (“Dawson”) is a political subdivision of the State of Georgia; and

WHEREAS, Cherokee and Dawson may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Cherokee is and has been represented by the law firm of Jarrard & Davis, LLP (“J&D”) in the capacity of general legal counsel as Cherokee’s County Attorney; and

WHEREAS, Dawson is and has been represented by J&D in the capacity of general legal counsel as Dawson’s County Attorney; and

WHEREAS, the Parties have an interest in preparing and entering into an intergovernmental agreement (the “IGA”) regarding the coordinated subdivision and development of approximately 27.8 acres of land that is located in both Cherokee and Dawson, which property is depicted in Exhibit “A” attached hereto; and

WHEREAS, the Parties recognize that J&D’s representation of the Parties is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered and consulted with attorney Angela Davis regarding the issue, been informed of the potential for conflicts or competing interests between the Parties related to the IGA and risks associated with the same, considered the alternative of obtaining independent representation in this matter, and had the opportunity to consult with independent counsel; and

WHEREAS, J&D will continue to represent the Parties, while protecting the Parties' best interests, in connection with the IGA;

NOW THEREFORE, in light of the above, the governing bodies of the Parties, having considered this issue, do hereby resolve as follows:

1. The Parties acknowledge J&D's disclosure of this potential conflict.
2. The Parties further acknowledge J& D's disclosure of this potential conflict at an open meeting.
3. The Parties have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. The Parties affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to J&D's simultaneous representation of the Parties regarding the IGA.

This ____ day of _____, 2024.

CHEROKEE COUNTY, GEORGIA

By: _____
Harry Johnston, Chairman

ATTEST:

By: _____
County Clerk

[AFFIX COUNTY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman

ATTEST:

By: _____
County Clerk

[AFFIX COUNTY SEAL]

