

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, December 6, 2021
5:00 P.M.

1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason reported the Christmas Tree Lighting & Parade were a success and he thanked all of the staff that made it possible.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held November 15, 2021

PUBLIC HEARING

8. **ZA-C2200053:** Robert Howard has petitioned a zoning amendment for TMP 093 058 Land Lot 429 13th District, Located at 1732 Perimeter Road from OD (Office District) to R-1 (Restricted Single Family Residential). Public Hearing Dates: Planning Commission on November 8, 2021 and City Council on December 6, 2021. City Council for a decision on December 20, 2021.

Planning Director Picklesimer read the rezoning request.

Motion to open the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. The following person spoke in favor of the rezoning application.

- Robert Howard, 1732 Perimeter Road, Dawsonville – He is the owner of the property and stated he did not know the property was zoned commercial when he purchased it. This property is his residence, and he is seeking approval to have it zoned residential.

No one spoke in opposition to the request.

Motion to close the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor.

9. **ZSP-C2200055:** Cook Communities has petitioned site plan approval as required for single-family attached dwelling (townhouses) in the R-6, Multiple-Family Residential District for TMP D02 002 Land Lot 507 and 446 4th District, Located at 362 Maple Street. Public Hearing Dates: Planning Commission on November 8, 2021 and City Council on December 6, 2021. City Council for a decision on December 20, 2021.

Planning Director Picklesimer read the rezoning request.

Motion to open the public hearing made by W. Illg; second by M. French. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. The following person spoke in favor of the rezoning application.

- Jane Range, 1235 Riverside Dr., Gainesville – She spoke on behalf of Cook Communities as their attorney and reviewed the plans to build the community.

Mayor Eason asked about the potential of the majority of properties becoming rental homes. Ms. Range stated she believes they are not opposed to a restrictive covenant on rentals.

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No one spoke in opposition to the request.

Motion to close the public hearing made by J. Walden; second by C. Phillips. Vote carried unanimously in favor. Mayor Eason pointed out this community was originally approved in 2007 by a previous Council and the number of properties has been reduced from 92 to 74.

BUSINESS

- 10. FY 2020-2021 AUDIT PRESENTATION AND APPROVAL:** Bryan St. Pierre, CPA from Alexander, Almand & Bangs, presented the audit report of the City's financial statements of the governmental activities for the fiscal year July 1, 2020 through June 30, 2021. The City received a clean opinion of the financial statements.

Motion to approve the financial statements as presented made by M. French; second by W. Illg. Councilmember French shared his appreciation for the staff who worked diligently to ensure the City received a clean audit. Vote carried unanimously in favor.

- 11. DAWSONVILLE HISTORY MUSEUM DIRECTOR'S REPORT:** Cindy Elliott, Director of the Dawsonville History Museum, provided an overview of all the upgrades, events, progress and success of the museum in the past year. She also reported on total revenues for the year and provided information on events scheduled for 2022. Mayor Eason and City Clerk Banister, as members of the Board of Directors, praised Cindy for her leadership and commended her on her contribution to the success of the museum.

Mayor and Council presented Cindy with an award to show their appreciation of her hard work and dedication for the museum.

- 12. ANX-C2100043 and ZA-C2100043:** Allen Street Properties, LLC and B & K Turner Family, LLP have petitioned to annex into the city limits of Dawsonville tract 2 with 32.937 acres (amended application) tract known as a portion of TMP 093 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 13, 2021 and City Council on October 4, 2021. City Council for a decision on October 18, 2021 – Tabled from October 18, 2021 to December 6, 2021

Planning Director Picklesimer read the annexation and rezoning request.

Christopher Light, attorney for B & K Turner Family, requested a postponement until the January 20, 2022 City Council meeting due to a legal issue that requires resolution.

Motion to postpone ANX C2100043 and ZA C2100043 to the January 20, 2022 City Council meeting made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

- 13. An Ordinance To Repeal And Replace Portions Of The Existing Fee Schedule And Provide A New Fee Schedule For Utilities, Garbage, Buildings And Building Regulations, And Planning And Zoning; And For Other Purposes. (First Reading: November 15, 2021; Second Reading and Consideration to Adopt: December 6, 2021)**

Planning Director Picklesimer read the second reading of the ordinance amendment.

Motion to approve ordinance No. 06-2021 as presented made by C. Phillips; second by J. Walden. Vote carried unanimously in favor. (Exhibit "A")

- 14. INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY – RIGHT OF WAY MOWING:** Motion to approve the IGA as presented made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "B")

- 15. 2022 CITY OF DAWSONVILLE MUNICIPAL PROPERTY LEASES:** Motion to approve the 2022 Dawsonville Moonshine Distillery and Dawsonville History Museum leases as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.

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16. **STANDARD DETAILS UPDATE:** Motion to approve the Standard Details as presented made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
17. **STANDARD SPECIFICATIONS FOR ROADWAY AND DRAINAGE SYSTEMS:** Motion to approve the Standard Specifications for Roadway and Drainage Systems as presented made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
18. **STANDARD SPECIFICATIONS FOR WATER DISTRIBUTION AND SANITARY SEWERAGE SYSTEMS:** Motion to approve the Standard Specifications for Water Distribution and Sanitary Sewerage Systems made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

EXECUTIVE SESSION

At 6:04 p.m. a motion to close regular session and go into executive session for pending/potential litigation was made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

At 6:33 p.m. a motion close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

Councilmember Phillips left the meeting.


Motion to resume regular session was made by W. Illg; second by M. French. Vote carried unanimously. (3-0)

ADJOURNMENT:

At 6:36 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor. (3-0)

Approved this 20th day of December 2021.

By: CITY OF DAWSONVILLE



Mike Eason, Mayor



Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2



John Walden, Councilmember Post 3



Mark French, Councilmember Post 4



Attested: 

Beverly A. Banister, City Clerk


STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

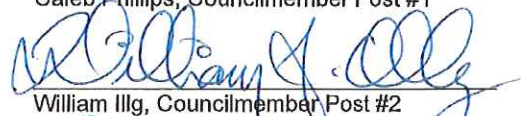
Mayor Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, Councilmember William Illg, and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on December 6, 2021.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:04 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)
 - Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);
 - Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;
 - Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);
 - Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);
 - Other _____ as provided in: _____.

This 6th day of December 2021; By the City of Dawsonville, Mayor and Council:


Mike Eason, Mayor

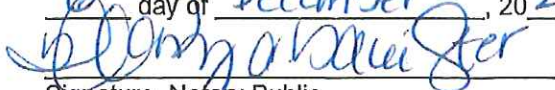

Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


John Walden, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
6th day of December, 2021.


Signature, Notary Public

My Commission expires: February 18, 2024



Subject Matter: Fee Schedule, Sec. 2-110
Date of First Reading: November 15, 2021
Date of Second Reading: December 6, 2021
Date of Adoption: December 6 2021
Effective Date: January 1, 2022

AN ORDINANCE TO REPEAL AND REPLACE PORTIONS OF THE EXISTING FEE SCHEDULE AND PROVIDE A NEW FEE SCHEDULE FOR UTILITIES, GARBAGE, BUILDINGS AND BUILDING REGULATIONS, AND PLANNING AND ZONING; AND FOR OTHER PURPOSES.

ORDINANCE NUMBER 06-2021

WHEREAS, the Mayor and Council of the City of Dawsonville find that the adoption of a partially revised fee schedule that is consistent with current ordinances and needs of the City to be in the best interest of the citizens of the City of Dawsonville;

WHEREAS, the revision of the fee schedule will make more effective the operation of the government of the City of Dawsonville; and

WHEREAS, the Mayor and Council desire to adopt such fee schedule amendment; and

WHEREAS, this Ordinance is necessary for the purposes of promoting the health, safety, morals, convenience, order, prosperity and the general welfare of the City of Dawsonville.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE HEREBY ORDAINS AS FOLLOWS:

SECTION 1.

Chapter 2, Article II of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing only the following subsections of section 2-110, and replacing them with new subsections of section 2-110 as indicated hereinbelow:

Sec. 2-110. – Fee Schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

A. (7) UTILITIES (CHAPTER 14):

- A. Water/sewer fees. "+" indicates that the cost is the amount listed plus the actual cost of material and labor expended by the city, if installed by the city.

See, "Exhibit A"

B. Garbage Fees

See, "Exhibit B"

B. (8) BUILDINGS AND BUILDING REGULATIONS (CHAPTER 102; APPENDIX A-36):

See, "Exhibit C"

C. (9) SIGNS (CHAPTER 105):

See, "Exhibit C"

D. (10) SOIL EROSION AND SEDIMENTATION CONTROL (CHAPTER 106):

See, "Exhibit C"

E. (11) STORMWATER MANAGEMENT (CHAPTER 107):

Intentionally deleted.

F. (12) ZONING, VARIANCE, APPEAL, CHANGE OF ZONING CONDITION AND ANNEXATION REQUESTS (APPENDIX A):

See, "Exhibit C"

SECTION 2.

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

SECTION 3.


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

SECTION 4.

This ordinance shall become effective on January 1, 2022, the public good demanding the same.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this
6 day of December, 2021.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: 
Mike Eason, Mayor



Caleb Phillips, Council Member Post 1


William Illg, Council Member Post 2


John Walden, Council Member Post 3


Mark French, Council Member Post 4

ATTESTED TO BY:


Beverly A. Banister, City Clerk



Sec. 2-110. Fee schedule.

(7) *Utilities (chapter 14):*

- a. Water/sewer fees. "+" indicates that the cost is the amount listed plus the actual cost of material and labor expended by the city, if installed by the city.

14-22(a). Residential water service rates — within corporate limits:	
0—1,500 gallons, minimum (base charge)	\$21.00 23.10
1,501—5,000, per 1,000 gallons	5.00 5.50
5,001—10,000, per 1,000 gallons	5.25 5.80
>10,000, per 1,000 gallons	5.50 6.05
14-22(a). Commercial/industrial water service rates — within corporate limits:	
0—1,500 gallon users (flat fee)	27.00 29.70
>1,500 gallon users, minimum (base charge)	31.00 34.10
1,501—5,000, per 1,000 gallons	7.00 7.70
5,001—10,000, per 1,000 gallons	7.50 8.25
>10,000, per 1,000 gallons	8.00 8.80
14-22(a). Residential water service rates — outside corporate limits:	
0—1,500 gallons, minimum (base charge)	31.00 34.10
1,501—5,000, per 1,000 gallons	7.00 7.70
5,001—10,000, per 1,000 gallons	7.50 8.25
>10,000, per 1,000 gallons	8.00 8.80
14-22(a). Commercial/industrial water service rates — outside corporate limits:	
0—1,500 gallon users (flat fee)	32.00 35.20
>1,500 gallon users, minimum (base charge)	42.00 46.20
1,501—5,000, per 1,000 gallons	7.00 7.70
5,001—10,000, per 1,000 gallons	7.50 8.25
>10,000, per 1,000 gallons	8.00 8.80
14-22(b). Residential sewer service rates — within corporate limits:	
0—1,500 gallons, minimum (base charge)	25.00 27.50
1,501—5,000, per 1,000 gallons	7.00 7.70
5,001—10,000, per 1,000 gallons	8.00 8.80
>10,000, per 1,000 gallons	9.00 9.90
14-22(b). Commercial/industrial sewer service rates — within corporate limits:	
0—1,500 gallon users (flat fee)	42.00 46.20
>1,500 gallon users, minimum (base charge)	60.00 66.00
1,501—5,000, per 1,000 gallons	8.50 9.35
5,001—10,000, per 1,000 gallons	9.50 10.45
>10,000, per 1,000 gallons	10.50 11.55
14-22(b). Residential sewer service rates — outside corporate limits:	
0—1,500 gallons, minimum (base charge)	37.50 41.25
1,501—5,000, per 1,000 gallons	8.50 9.35
5,001—10,000, per 1,000 gallons	9.50 10.45
>10,000, per 1,000 gallons	10.50 11.55
14-22(b). Commercial/industrial sewer service rates — outside corporate limits:	

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(Supp. No. 27)

0—1,500 gallon users (flat fee)	65.00 <u>71.50</u>
>1,500 gallon users, minimum (base charge)	75.00 <u>82.50</u>
1,501—5,000, per 1,000 gallons	10.00 <u>11.00</u>
5,001—10,000, per 1,000 gallons	11.00 <u>12.10</u>
>10,000, per 1,000 gallons	12.00 <u>13.20</u>
14-22(c). Bulk water purchase from city water plant by truck or portable device	
Per every 1,000 gallons, or any portion thereof	10.00 <u>11.00</u>
14-23(a). Water service connection fees (times the number of connections desired):	
¾ inch (irrigation only)	2,000.00 <u>2,500.00</u>
¾ inch, (only be available for residential purposes appropriate to the anticipated usage)	3,500.00 <u>4,000.00</u>
1 inch (irrigation only)	4,000.00 <u>4,500.00</u>
1 inch	5,000.00 <u>5,500.00</u>
1½ inches	8,000.00 + <u>8,500.00</u>
2 inches	12,500.00 + <u>13,000.00</u>
3 inches	25,000.00 + <u>25,500.00</u>
4 inches	40,000.00 + <u>40,500.00</u>
6 inches	60,000.00 + <u>60,500.00</u>
8 inches	90,000.00 <u>90,500.00</u>
2" through 8" (fire line only to be used in the event of a firefighting/fire suppression; unauthorized use requires payment of standard connection fee)	3,500.00 <u>4,000</u>
14-23(b). Sewer service connection fees (times the number of connections desired):	
¾ inch, (only be available for residential purposes appropriate to the anticipated usage)	4,750.00 <u>5,250.00</u>
1 inch	6,750.00 <u>7,250.00</u>
1½ inches	9,500.00 <u>10,000.00</u>
2 inches	17,500.00 <u>18,000.00</u>
3 inches	30,000.00 <u>30,500.00</u>
4 inches	50,000.00 <u>50,500.00</u>
6 inches	75,000.00 <u>75,500.00</u>
8 inches	105,000.00 <u>105,500.00</u>

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(Supp. No. 27)

14-23(c). First time reconnect within a 24-month period, in addition to any outstanding bills, late fees, and/or interest charges	50.00
14-23(c). Second time reconnect within a 24-month period, in addition to any outstanding bills, late fees, and/or interest charges	100.00
14-23(c). Third time reconnect within a 24-month period, in addition to any outstanding bills, late fees, and/or interest charges	200.00
14-23(c). Fourth and subsequent violation within a 24-month period, in addition to any outstanding bills, late fees, and/or interest charges, per violation, + \$100.00 per each additional violation above third violation	200.00
14-23.1(a). Residential security deposit for applicant owning/renting the property to be serviced	150.00
14-23.1(b). Commercial security deposit for applicant with a meter size ¾" and 1" meter (amount doubles if business has 10 or more employees)	150.00
14-23.1(b). Commercial security deposit for applicant with a meter size 1½", 2" and 3" meter (amount doubles if business has 10 or more employees)	300.00
14-23.1(b). Commercial security deposit for applicant with a meter size 4" and above (amount doubles if business has 10 or more employees)	500.00
14-23.1(c). Administrative start-up fee	15.00
14-25(a)(l). Late fee for non-payment of water, sewer, and/or garbage bill within 20 days of bill date	10.00

Sec. 2-110. Fee schedule.

The fees or charges provided for or required by the below listed sections shall be as shown below:

b. Garbage fees:

Garbage service regulatory fees within city limits:	
14-134(a)(1). For licenses obtained prior to July 1 in any given calendar year, per customer	\$ 6.00
14-134(a)(2). For licenses obtained after July 1 in any given calendar year, per customer	3.00
License renewals and garbage deposits:	
14-134(b). Renewal fee	6.00
14-142. Garbage security deposit	25.00 <u>60.00</u>

(8) Buildings and building regulations (chapter 102; appendix A-36):

a. Residential/mobile home building permits.

	Current	Proposed
Residential building permit Plat review fee	\$50.00	
Residential building permit inspection fee		500.00
Covered space building permit, per square foot	0.20	0.35
Uncovered space building permit, per square foot	0.10	0.20
Residential re-inspection fee	60.00	
Residential minimum permit fee	60.00	100.00
Residential electrical/plumbing/HVAC mechanicals, per trade area when purchased with a building permit:		
0—1,000 square feet, each	30.00	
1,001—2,000 square feet, each	40.00	
2,001—3,000 square feet, each	50.00	
3,001—4,000 square feet, each	60.00	
4,001 square feet and up + \$10.00 for every additional 1,000 sq. ft., each	60.00	
Residential certificate of occupancy fee	40.00	50.00
Generator permit inspection fee		100.00
Accessory building permit inspection fee		200.00

Sec. 2-110. - Fee schedule.

Commercial plan review—Building permits:

	Current	Proposed
Commercial development permit fee	200.00	400.00
1 st site plan review, + \$5.00 per lot	200.00	
2 nd site plan review, + \$5.00 per lot	100.00	

Commercial building plan review fee	200.00	1,000.00
Covered space building permit, per square foot	0.20	0.35
Uncovered space building permit, per square foot	0.10	0.20
Commercial re-inspection fee	100.00	
Commercial minimum permit fee	100.00	
Commercial electrical/plumbing/HVAC mechanicals, per trade area when purchased with a building permit:		
0-1,000 square feet, each	40.00	
1,001-2,000 square feet, each	50.00	
2,001-3,000 square feet, each	60.00	
3,001-4,000 square feet, each	70.00	
4,001 square feet and up, + \$10.00 for every additional 1,000 sq. ft., each	70.00	
Commercial certificate of occupancy fee	100.00	
Commercial building permit inspection fee		530.00

For required land disturbance permits and statutory fees associated with land disturbing activity, refer to subsection 2-110(10) below.

c. Other permits and fees:

	Current	Proposed
Demolition, flat rate (each structure)	50.00	
Swimming pool permit inspection fee		325.00
Swimming pool (in-ground/private), per sq. ft.	0.20	0.35
Swimming pool deck (aboveground/private), per sq. ft.	0.10	0.20
Moved structures, flat rate	200.00	

Communication tower (new) permit fee:	500.00	
Communication tower (new) review fee:	200.00	
Minor plat review fee		50.00
Communication tower (co-locate and repair), plus mechanical fees	250.00	
Stop work order administrative fee	100.00	
Stop work per day fine (residential and commercial)		50.00
Work commencing before permit issuance, plus required permit fee	100% of usual permit fee	
Retaining wall > 6 ft building permit		250.00
Retaining wall >6 ft plan review fee		750.00
Retaining wall > 6 ft inspection fee		200.00
Residential building, commercial building, commercial development, residential development, swimming pool permit renewal fee		1st 200.00 2nd 400.00

(9) *Signs (chapter 105):*

105-5(h). Sign permit fee	100.00
105-8(c). Sign variance application fee	300.00
105-40(b). Temporary sign permit fee, per month	30.00
105-41(m). Banner over public property fee, per month, in addition to sign permit fee	50.00
105-43(c). Banner in commercial district, per display period, in addition to sign permit fee	30.00
Sign permit inspection fee	100.00

(10) *Soil erosion and sedimentation control / Land development (chapter 106):*

106-5(b)(3). Residential land disturbance permit fee, + statutory fee per acre	\$200.00
106-5(b)(3). Commercial land disturbance permit fee + statutory fee per acre	400.00
Residential land disturbing activity statutory fee, disturbing less than one acre	No charge
106-5(b)(4). Land disturbing activity statutory fee (residential or commercial), per acre of land-disrupting activity or any part thereof (\$40.00 to city and \$40.00 to state)	40.00 RES 40.00 COM
Residential development preliminary and final plat plan review fee of \$40.00 per lot for developments less than 50 lots and minimum fee \$1,000.00	
Residential development preliminary and final plat plan review fee of \$25.00 per lot for developments greater than 50 lots	
Commercial civil development plan review fee	\$1,000.00
Commercial as built civil development plan review	1,000.00
Commercial land development permit inspection fee	500.00
Residential development preliminary plat development fee \$20.00 per lot with \$200.00 minimum	
Residential development final plat development fee \$10.00 per lot with \$100.00 minimum	
Residential land disturbance statutory fee \$40.00 per disturbed acre	40.00
Residential land development permit inspection fee	500.00

(11) *Stormwater management (chapter 107):*

107-57. Stormwater management permit application and plan review fee, per disturbed acre	\$10.00
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(12) *Zoning, variance, appeal, change of zoning condition, certificate of appropriateness, site plan, and annexation requests (appendix A),*

a. The fee for all rezoning applications regardless of zoning category is the base amount set forth in the table below plus \$50.00 per acre for each acre or part of an acre beyond one acre in the subject tract with a maximum fee of \$5,000.00 regardless of the number of acres involved.

b. Any required public notices to adjoining landowners shall be charged to the applicant at the current U.S. Postal Service rate in addition to the fees stated below.

	Current	Proposed
Zoning Action Requested:		
AP	\$250.00	
R-1	250.00	
R-2	250.00	
R-3	350.00	
R-3R	350.00	
R-6	350.00	
RHMT	250.00	
PUD	500.00	
TB	500.00	
PCS	350.00	
O	500.00	
CBD	500.00	
NB	500.00	
LI	500.00	
HB	500.00	
CIR	500.00	

INST	500.00	
RA	500.00	
Variance, per ordinance amendment	300.00	
Conditional use permit	300.00	
Appeals and change of zoning conditions	500.00	
Postponement, per occurrence	300.00	
Annexation, plus applicable rezoning fee	250.00	
Certificate of appropriateness	300.00	
Site Plan	400.00	
Administrative fee, plus cost of all mailings	100.00	

**STATE OF GEORGIA
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DAWSONVILLE AND DAWSON COUNTY REGARDING
CROSS-JURISDICTIONAL RIGHT-OF-WAY MOWING**

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

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

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, the City and the County are authorized, jointly and severally, to exercise powers and provide services related maintenance of streets and roads constructed by counties and municipalities or any combination thereof; and

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

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

WHEREAS, pursuant to O.C.G.A. § 32-4-62, the County is authorized to contract with the City for work on any public road system within their jurisdictions; and

WHEREAS, the City and the County desire to coordinate and consolidate efforts related to right-of-way maintenance (i.e., mowing) of certain streets or roads that are within both the City and the County jurisdiction; and

WHEREAS, the Parties agree that coordination of maintenance efforts for cross-jurisdictional street and roads provides cost savings and efficiencies that are in the best interest of the citizens of both the City and the County.

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

1. Agreement. The Parties agree as follows:

- a. The County will mow the following roads in their entirety:
 - i. Gold Mine Road,
 - ii. Cleve Right Road, and
 - iii. Duck Thurmond Road.
- b. The County will mow both sides of Howser Mill Road beginning at Calvary Baptist Church (up to the northwest corner of Tax Parcel No. 082 017 002) and terminating at SR 183.
- c. The City will mow both sides of Howser Mill Road beginning at SR 53 West and terminating at Calvary Baptist Church (through to the northwest corner of Tax Parcel No. 082 017 002).
- d. The City will mow the following roads in their entirety:
 - i. J.C. Burt Road, and
 - ii. Perimeter Road.
- e. The City presently mows all of the State Routes located within the City's jurisdictional boundary, and while it anticipates continuing to do so, it is under no legal requirement to maintain those roads.
- f. The term "mow" as used above shall mean periodic (minimum of 3 times per year) grass mowing maintenance of the right-of-way areas between the paved area and the outside right-of-way boundary lines.
- g. The term "entirety" as used above shall mean both sides and the full length of a roadway right-of-way.
- h. Each Party agrees to follow any safety protocols, signage requirements, and traffic control procedures that may apply to the performance of right-of-way mowing.
- i. Each Party retains the discretion to have its obligations hereunder performed in full or in part by one or more qualified, independent contractors.
- j. The Parties' agreement to maintain (i.e., mow) certain right-of-way as specified herein shall not impute any obligation for either Party to undertake any other type of roadway or right-of-way maintenance (e.g., trash collection, limb removal, paving, storm water repair, etc.).

- k. The Parties understand and acknowledge that right-of-way mowing may be inhibited or delayed based on the condition of the roadway (e.g., necessary repair, debris in the right-of-way) and the responsible Party agrees to properly address and remedy the cause of such delay before such right-of-way may thereafter be mowed.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
3. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
4. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.
5. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.
6. **Entire Agreement; Modification; Termination.** 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. This Agreement may be terminated by either Party upon notice to the other as required herein, provided the obligations of the terminating Party as stated above have been completed in full within ninety (90) days prior to the stated termination date.

7. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
8. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
9. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.
10. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to the County:

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

If to the City:


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

(The remainder of this page intentionally left blank.)

(Signature page follows.)

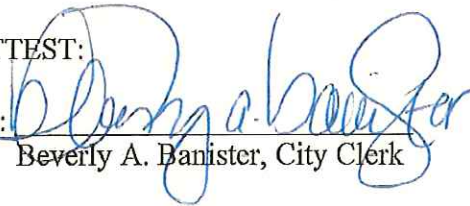
IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each 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: 
Mike Eason, Mayor



ATTEST:

By: 
Beverly A. Banister, City Clerk

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman

ATTEST:

By: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]