

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, April 8, 2019
5:30 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:30 pm.
2. **ROLL CALL:** Present were Councilmember Jason Power, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Dana Miles, Assistant City Attorney Alex Myers, City Manager Bob Bolz, City Clerk Beverly Banister, Utilities Director Gary Barr, Public Works Operations Manager Trampas Hansard, Planning Director Robbie Irvin, Finance Administrator Hayden Wiggins and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Power.
4. **ANNOUNCEMENTS:** Mayor Eason reported the decision for the Construction Management Services RFQ should be ready by the May 6, 2019 meeting. He also asked everyone to keep the Tallant family in their thoughts and prayers; Harrison Tallant passed away yesterday. Finally, he announced a Perimeter Road Extension public information meeting will be held on June 4, 2019 from 5:00 – 7:00pm at the Dawson County High School.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b) made by J. Power; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve the Minutes – **passed 4-0**
 - Regular Meeting and Work Session held March 18, 2019
 - Executive Session held March 18, 2019
 - b. Approve Animal Control Intergovernmental Agreement (IGA) – **passed 4-0** Exhibit “A”
8. **GEORGIA STATE PATROL FLASHLIGHT RESOLUTION:** Mayor Eason read the resolution and presented the flashlights to Jody Caldwell with the Georgia State Patrol. Motion to approve the resolution made by J. Power; second by M. French. Vote carried unanimously in favor. Exhibit “B”
9. **EMPLOYEE OF THE QUARTER:** Mayor and Council presented the first quarter Employee of the Quarter to Westin Lee and Clay Moss who tied for first place.
10. **ETHICS BOARD APPOINTMENTS:** Motion to appoint Calvin Byrd as the City Council’s member to the Ethics Board made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor. Motion to ratify Shelly Townsend Martin as the Mayor’s member to the Ethics Board made by J. Power; second by S. Tolson. Vote carried unanimously in favor.
11. **WATER AND SEWER TAP FEES:** Motion to approve the water and sewer tap fees as recommended by GBT Engineers as below to be effective immediately made by S. Tolson; second by J. Power. Vote carried unanimously in favor.

Meter Size	Water Tap Fee	Sewer Tap Fee
3/4"	\$3,500	\$4,750
1"	\$5,000	\$6,750
1 1/2"	\$8,000 +	\$9,500
2"	\$12,500 +	\$17,500
3"	\$25,000 +	\$30,000
4"	\$40,000 +	\$50,000
6"	\$60,000 +	\$75,000
8"	\$90,000 +	\$105,000

(+) Plus actual cost of labor and materials if installed by the City

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, April 8, 2019
5:30 P.M.

- 12. INTRODUCTION OF VAPING AND TOBACCO USE ORDINANCE:** Mayor Eason spoke about the need to regulate vaping and tobacco use in and around the City and its properties in light of the recent incident involving a student who was vaping an unknown substance. Assistant City Attorney Alex Myers reported on the highlights of the proposed ordinance.
- 13. CITY COUNCIL MEETING DATES:** Motion to cancel the June 17, 2019 Regular Meeting and Work Session and reschedule the July 1, 2019 Regular Meeting to July 8, 2019 at 6:30 pm made by S. Tolson; second by J. Power. Councilmember French asked if staff and/or Councilmembers will be out of town for these meetings stating further that the calendar was approved in December with plenty of time to plan accordingly. Vote carried three in favor (Tolson, Power, Phillips) and one opposed (French).

EXECUTIVE SESSION:

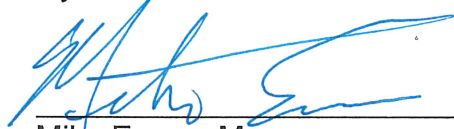
At 5:50 p.m. a motion to close regular session and go into executive session for Real Estate Acquisition was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

At 6:03 p.m. a motion to close executive session and resume regular session was made by J. Power; second by M. French. Vote carried unanimously in favor.

ADJOURNMENT:

At 6:05 p.m. a motion to adjourn the meeting was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE



Mike Eason, Mayor



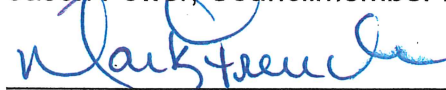
Caleb Phillips, Councilmember Post 1



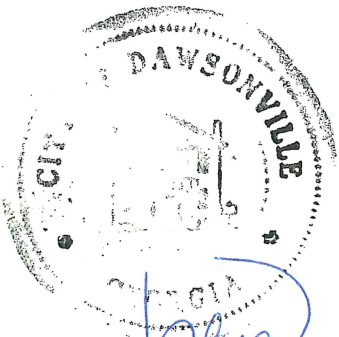
Stephen Tolson, Councilmember Post 2



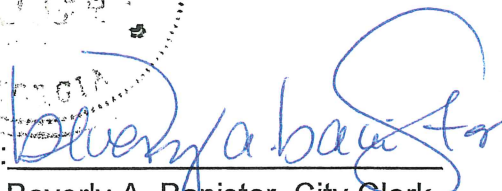
Jason Power, Councilmember Post 3



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 Jason Power, Councilmember Caleb Phillips, Councilmember Stephen Tolson, 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 the April 8, 2019.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁵⁰ 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);

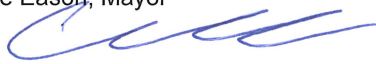
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other _____ as provided in: _____.

This 8th day of April 2019; By the City of Dawsonville, Mayor and Council:




Mike Eason, Mayor




Caleb Phillips, Councilmember Post #1



Stephen Tolson, Councilmember Post #2

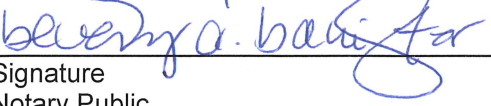


Jason Power, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this 8 day of April, 2019.



Signature
Notary Public

My Commission expires: 02-18-2020



Beverly A. Banister
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
February 18, 2020

AGREEMENT FOR ANIMAL CONTROL ENFORCEMENT

**STATE OF GEORGIA
COUNTY OF DAWSON**

This Agreement is hereby made and entered into effective the 17 day of April, 2019 between the CITY OF DAWSONVILLE, GEORGIA (hereinafter referred to as "CITY"), DAWSON COUNTY, GEORGIA (hereinafter referred to as "COUNTY"), and the DAWSON COUNTY HUMANE SOCIETY, INC. (hereinafter referred to as "HUMANE SOCIETY") for the purpose of providing and maintaining Animal Control code enforcement and related services within the CITY and COUNTY. The parties hereto hereby agree as follows:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the CITY provides Animal Control Services within the CITY and the COUNTY provides Animal Control Services in the COUNTY outside of the CITY limits and inside the City limits consistent with this Agreement; and

WHEREAS, animal control services provided by the COUNTY are paid for, in full or in part, by ad valorem taxes paid to the COUNTY by land owners in the CITY and in the COUNTY; and

WHEREAS, the HUMANE SOCIETY is a non-profit entity that operates

an animal shelter in the COUNTY that is funded in part by the COUNTY for the provision of animal control services; and

WHEREAS, the HUMANE SOCIETY animal shelter is the only receiving facility in Dawson County to receive homeless and misplaced animals from Dawson County Animal Control; and

WHEREAS, the HUMANE SOCIETY is a “no kill” shelter established on the principle that there is no reason for a healthy animal to be euthanized in Dawson County;

WHEREAS, the COUNTY and the CITY both acknowledge receiving substantial benefits under this Agreement; and

WHEREAS, the parties hereto have determined that this Agreement serves the best interest of all parties and best serves the health, welfare, and safety of the residents and businesses located within the geographical confines of the CITY and COUNTY.

NOW, THEREFORE, in consideration of the promises set forth and the mutual promises hereby made, the covenants and conditions set forth herein, and in consideration of the terms of this Agreement as a whole, the parties hereby agree as follows:

1.

REVOCATION OF PRIOR AGREEMENT(S): The parties hereby revoke any prior intergovernmental agreements related to the provision of animal control services within CITY and COUNTY.

2.

TERM OF CONTRACT: This contract shall become effective on execution by

the parties and shall continue in full force and effect until its expiration or termination in accord with the terms herein below.

3.

ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE CITY:

Subject to its obligations as specifically set forth in this Agreement, the CITY shall perform the following services for the benefit of the residents and businesses of the CITY:

- a) Provide Animal Control services within the corporate limits of the CITY, as set forth in the CITY animal control ordinance.
- b) Provide services for the care of injured animals located in the CITY as set forth in the CITY animal control ordinance.
- c) Enforce throughout the corporate limits of the CITY the provisions of the CITY animal control ordinance, as amended from time to time.
- d) Make reasonable efforts to identify the owner of any animal it impounds and return the animal to its owner in accordance with state law and/or the CITY animal control ordinance.
- e) All tickets issued for violations of CITY ordinances related to Animal Control shall be returned to the City Court. All fines received by the City Court for Animal Control violations shall go to the CITY.

4.

ANIMAL CONTROL SERVICES TO BE PERFORMED BY THE

COUNTY: The COUNTY shall perform the following services for the benefit of

the residents and businesses of the COUNTY outside of the CITY limits:

- a) Provide Animal Control services in the COUNTY outside of the corporate limits of the CITY, as set forth in the COUNTY animal control ordinance.
- b) Provide services for the care of injured animals through the HUMANE SOCIETY or other third party provider(s) (who shall be a licensed and practicing veterinarian in Dawson County) chosen by the COUNTY.
- c) Enforce throughout the COUNTY excluding the corporate limits of the CITY the provisions of the COUNTY animal control ordinance, as amended from time to time.
- d) Make reasonable efforts to identify the owner of any animal it impounds and return the animal to its owner in accordance with state law and/or the COUNTY animal control ordinance.
- e) All tickets issued for violations of COUNTY ordinances related to Animal Control shall be returned to the Magistrate Court. All fines received by the Magistrate Court for Animal Control violations shall go to the COUNTY.

5.

TRANSFER OF CITY-IMPOUNDED ANIMALS TO DAWSON COUNTY

HUMANE SOCIETY: The CITY and COUNTY shall care for CITY-impounded animals as follows:

- a) The CITY shall temporarily maintain each CITY-impounded animal at the CITY's own facility while an attempt is made to

contact the animal's owner and make arrangements for owner pick-up. If it is not possible to immediately identify and contact the animal's owner or if the animal's owner fails or refuses to pick-up the animal within 48 hours, the CITY shall then notify both the Dawson County Marshal's Office and the HUMANE SOCIETY to arrange for COUNTY pickup of the animal. The CITY shall allow two business days for COUNTY pick-up following notification (not counting the day of notification). If the COUNTY does not pick up the animal by 5pm on the second business day after initial notice, the CITY may dispose of the animal in accordance with its animal control ordinance and state law.

- b) After picking up any animal from the CITY pursuant to paragraph (a) above, the COUNTY shall deliver the animal to the HUMANE SOCIETY for care and treatment, under the conditions outlined in a separate agreement between the COUNTY and HUMANE SOCIETY. The COUNTY shall, for the benefit of all residents and businesses in the COUNTY (including those in the CITY limits), be responsible for all of its own costs in picking up animals from the CITY, and the COUNTY shall be responsible for paying all costs or fees charged by the HUMANE SOCIETY for animal shelter services provided to animals transported from the CITY to the HUMANE SOCIETY.
- c) The foregoing paragraphs (a) and (b) will not apply to dogs confiscated by the CITY under its dangerous and vicious dog

ordinance.

- d) If, due to conditions such as extreme temperatures, lack of space at CITY facilities, or animal sickness or injury, the well-being of an animal would be substantially impacted by delay, the CITY shall request immediate or same-day transportation of the animal to the HUMANE SOCIETY. The COUNTY shall exercise good-faith efforts to comply with such a request.
- e) The CITY shall not “rehome” (adopt out) any impounded animals instead of arranging for transportation to the HUMANE SOCIETY.
- f) The HUMANE SOCIETY shall be authorized to charge its standard fees as a condition of redemption of any animal transferred from the CITY. The HUMANE SOCIETY shall impose a schedule of progressively increasing fees for redemption of animals brought repeatedly to the shelter.
- g) To the extent the COUNTY’s care for CITY-impounded animals may be deemed the provision of animal control services within the boundaries of the CITY, the CITY hereby consents to the provision of these limited services for purposes of Article IX, Section II, Paragraph III(b) of the Georgia Constitution.

6.

COMPENSATION: The COUNTY and the CITY both acknowledge receiving substantial benefits under this Agreement for animal control enforcement as set forth herein.

7.

SEPARATE AGREEMENT: The COUNTY and the HUMANE SOCIETY may enter into such separate agreement, if any, as they deem necessary apart from this Agreement so long as any such separate agreement does not conflict with any of the terms or conditions of this Agreement.

8.

OBLIGATIONS OF THE CITY: The CITY shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein within the corporate limits of the CITY.

9.

OBLIGATIONS OF THE COUNTY: The COUNTY shall devote sufficient time and effort to perform the services described in this Agreement and shall supply all tools, equipment, manpower, instruments, and other equipment required to perform the services set forth herein outside of the corporate limits of the CITY. The COUNTY agrees to pay such costs or fees as may be negotiated between it and the HUMANE SOCIETY from time to time for Animal Shelter services provided on animals impounded and transferred to the HUMANE SOCIETY from the CITY and the COUNTY.

10.

OBLIGATIONS OF HUMANE SOCIETY: The HUMANE SOCIETY shall immediately accept any and all cats and dogs impounded by the CITY and the COUNTY that they transfer to the HUMANE SOCIETY for further housing and or placement. The HUMANE SOCIETY shall not charge the CITY for the transfer, acceptance, and/or further housing of any animal transferred under this

Agreement. The HUMANE SOCIETY may charge the COUNTY for the animal shelter services provided to animals transferred from the CITY and the COUNTY in such amounts as may be negotiated from time to time between the COUNTY and the HUMANE SOCIETY.

11.

TERMINATION OF AGREEMENT: Any party may terminate this Agreement at the end of each calendar year by providing written notice to the other party no later than October 1 of each calendar year. If one party terminates, the Agreement shall terminate as to all three parties. If this Agreement is not terminated in accord with the terms hereof, then the parties hereto hereby consent and agree that the Agreement shall be renewed annually beginning January 1, 2020 and for a period of five (5) years thereafter.

12.

ENTIRE AGREEMENT: This Agreement supersedes any and all Agreements, both oral and written, between the parties hereto regarding the rendering of animal control and related services, and is the entire agreement between the parties. Each party acknowledges that no representation, inducement, promise, or agreement (written or oral) has been made by any party or by anyone acting on behalf of a party that is not embodied in this Agreement. Any modification of this Agreement shall be effective only if any such modification is in writing and properly executed by the parties hereto.

13.

ADDITIONAL INSTRUMENTS: The parties hereby agree to properly and promptly endorse, execute, and deliver any instrument or document necessary

from time to time to effectuate the provisions of this Agreement.

14.

AUTHORITY: The undersigned parties agree that each party has the authority and permission to execute this Agreement and that this Agreement has been approved by the CITY Council, the COUNTY Commission and the HUMANE SOCIETY Board of Directors. Further, the parties hereto hereby agree and acknowledge that each respective entity shall be responsible for its obligations as set forth herein.

15.

DISCLOSURE AND VOLUNTARY EXECUTION: Each party hereby declares that the foregoing Agreement has been read and each party declares a full understanding of the meaning and implication of each term, condition, promise, covenant, and representation. The parties hereto acknowledge that this Agreement is not the result of any fraud, duress, or undue influence, and each party acknowledges that the execution of this Agreement is a voluntary act that is free of any coercion or duress.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

[SIGNATURES PROVIDED ON THE FOLLOWING PAGE]

DAWSON COUNTY, GEORGIA

ATTEST:

[Signature]

Kristen Cloud

Billy Thurmond, Chairman
County Board of Commissioners

Kristen Cloud, County Clerk

DATE: April 4, 2019.



CITY OF DAWSONVILLE, GEORGIA

ATTEST:

[Signature]

Beverly Banister

Mike Eason, Mayor

Beverly Banister, City Clerk

DATE: 4/10/19, 2019.



DAWSON COUNTY HUMANE
SOCIETY, INC.

ATTEST:

[Signature]
T I M S M O C K
President

DOWNA J. BOLTON
Donna J. Bolton
Corporate Secretary 417-A

DATE: 4/17, 2019.

[CORPORATE SEAL]

**GEORGIA STATE PATROL FLASHLIGHT RESOLUTION
OF THE CITY OF DAWSONVILLE**

WHEREAS, the Georgia State Patrol, a state agency, provides public health, safety, and welfare services within the corporate limits of the City of Dawsonville; and,

WHEREAS, in order to effectively carry out their duties, obligations, and services, the Georgia State Patrol officers require the use of properly maintained specialty equipment, such as flashlights; and,

WHEREAS, many Georgia State Patrol officers that service the City of Dawsonville have resorted to expending personal funds to purchase said specialty equipment; and,

WHEREAS, the Mayor and City Council of the City of Dawsonville, Georgia, are charged with the protection and maintenance of the public health, safety, and welfare of those within the corporate limits of the City of Dawsonville; and,

WHEREAS, the services rendered by the Georgia State Patrol are a substantial benefit to the City of Dawsonville; and,

WHEREAS, the Mayor and City Council wish to assist officers and the Georgia State Patrol in effectively carrying out their duties to provide for the public health, safety, and welfare of the citizens of the City of Dawsonville.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Dawsonville, Georgia, that the City of Dawsonville shall provide thirteen sets of rechargeable flashlights, chargers, and one additional battery pack at a total cost of Five Hundred Ninety-Seven Dollars and 76/100 (\$597.76) to the Georgia State Patrol and its officers that service the corporate limits of the City of Dawsonville, in recognition of the substantial benefit that said officers provide to the Citizens of the City of Dawsonville, and in an effort to assist said officers in effectively carrying out their duties in providing for the public health, safety, and welfare of the citizens of the City of Dawsonville.

RESOLVED this 8 day of April 2019.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

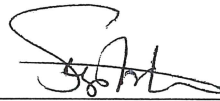
By:



Mike Eason, Mayor



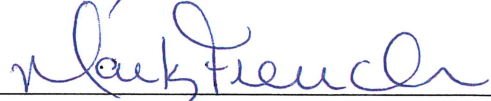
Caleb Phillips, Council Member Post 1



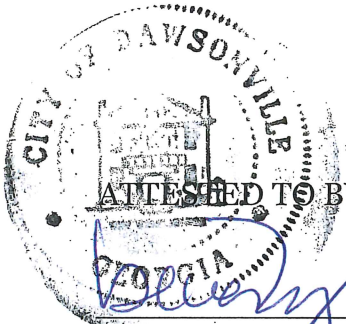
Stephen Tolson, Council Member Post 2



Jason Power, Council Member Post 3



Mark French, Council Member Post 4



ATTESTED TO BY:



Beverly Banister, City Clerk