

**MINUTES
CITY COUNCIL REGULAR MEETING
MARCH 4, 2013
5:00 P.M.**

CALL TO ORDER: Mayor W. James Grogan called the meeting to order at 5:00 p.m.

ROLL CALL: Present were Mayor James Grogan, Councilmember Mike Sosebee, Councilmember Jason Power, Councilmember Angie Smith, Councilmember Chris Gaines, City Attorney Dana Miles and Lauren Giles, and City Clerk Bonnie Warne.

INVOCATION AND PLEDGE: Invocation and pledge was led by Jason Power.

AGENDA: Motion to approve the agenda by M. Sosebee/J. Power. Vote unanimous in favor.

MINUTES OF REGULAR MEETING: Motion to approve the minutes of the regular meeting held February 4, 2013: M. Sosebee/ C. Gaines. Vote unanimous in favor.

NEW BUSINESS:

Proclamation: Exceptional Children's Week March 4-8, 2013: Mayor Grogan invited Pam Gross and Kathy Shelp and the children with special needs forward and read the proclamation into the minutes. A copy of the proclamation was subsequently presented to Pam Gross. Exhibit "A"

Compensation for Elected Officials: After discussion and reviewing the information provided by the city clerk, a motion was made by C. Gaines/ M. Sosebee to table until the April 2013 meeting. Vote unanimous.

City Hall Sign and Variance: Mayor Grogan spoke on the 2 proposals submitted by McEver and Lang Signs for a new sign at the Dawsonville Municipal Complex with an electronic message center to replace the existing sign at Hwy 53. Sign is larger than existing and will have illumination panels. City Clerk stated that we do have the funds in reserve. Motion made by M. Sosebee to approve amending the budget \$30,387.20 in General Fund from reserves: seconded by J. Power. Motion passed unanimously in favor. Motion made by J. Power to accept the Lang Sign Proposal: seconded by C. Gaines. Motion passed unanimously in favor. Motion made by C. Gaines to apply for a variance for size, height and illumination; seconded by A. Smith. Motion carried unanimously in favor. Exhibit "B"

Intergovernmental Agreements with Dawson County for law enforcement, fire inspection and animal control: (1) IGA for Law Enforcement: Motion made to approve the IGA on law enforcement for one year by C. Gaines/M. Sosebee. Vote passed unanimously in favor. (2) IGA for Fire Inspection: Motion made to approve the IGA by A. Smith/J. Power. Vote passed unanimously in favor. (3) IGA for Animal Control Enforcement: Motion made to approve the IGA by M. Sosebee/J. Power. Vote passed unanimously in favor.

eCivis Proposal: Mayor Grogan informed the Council of eCivis, an online provider of federal, state and foundation grants that can help research, manage, and write the grants for a cost. A presentation will be made at the next Council meeting.

PUBLIC HEARINGS:

Alcohol Ordinance Amendment: An Ordinance To Amend The City Of Dawsonville Alcohol Ordinance; To Provide For Bona Fide Nonprofit Civic Organizations To Obtain A Permit Authorizing The Organization To Sell Or Distribute Alcoholic Beverages For Consumption On The Premises For A Period Not To Exceed Three Days; To Make Updates And Corrections To Permitted Locations And Establishments; To Correct Other Provisions Related To Nonprofit Events And Promotions; To Clarify Prohibited Acts; To Repeal Conflicting Ordinances; And For Other Purposes. Second/Final Hearing

Motion made to open the public hearing by M. Sosebee/A. Smith. There were approximately 5 people in attendance. Dana Miles presented the application. Nobody spoke in favor or opposition. M. Sosebee/A. Smith motioned to close the public hearing and the meeting was turned over to the Mayor. Motion made to approve the amendment as presented by C. Gaines/J. Power. Vote passed unanimously in favor. Exhibit "C"



Proclamation

Exceptional Children's Week
March 4-8, 2013



Whereas, Exceptional children are active citizens who contribute much to the overall quality of life in this community; and

Whereas, greater public awareness and acceptance of these persons will increase their access to education, employment, housing, and social and recreational opportunities; and

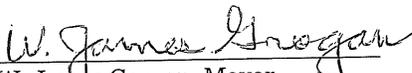
Whereas, it is the desire of our community to create a place where all people can explore and develop their varied abilities, can enjoy productive work, and can contribute by meaningful participation in the life of the community; and

Whereas, the Dawson County School System and the Dawson Support Group, on behalf of the Georgia Exceptional Children Council, have worked to secure this proclamation; and

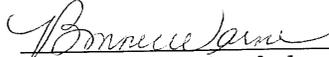
Whereas, it is the goal of the City of Dawsonville to instill positive perceptions of people with exceptional/special needs;

Now, therefore, I, W. James Grogan, do hereby designate March 4-8, 2013 as Exceptional Children's Week and encourage all our citizens to promote positive awareness and greater opportunities for persons with exceptional/special needs, and challenge the citizens of our community to look beyond a person's particular disability, and focus instead upon each person's diverse abilities and contributions to the community.

In Witness Whereof, I have set my hand and seal this 4th day of March, 2013.


W. James Grogan, Mayor

Attest:


Bonnie Warne, City Clerk





Lang Signs, Inc.
 7108 Castleberry Road
 Cumming, GA 30040
 P: 770.887.7339 | F: 770.781.9528
 www.langsigns.com

Estimate

Date	Estimate #
2/7/2013	1100

Company/Client Name and Address
City of Dawsonville P.O. Box 6 Dawsonville, Ga 30534

Jobsite/Location and Contact
415 Hwy 53 East, Ste. 100 Dawsonville, Ga 30534

P.O. No.	Sales Rep	Sales Rep E-mail	Terms			Projected Completion		
Trampas Hansard	MM	michael.moore@langsigns.com	50% Deposit Required			2/7/2013		
Description			Qty	Sides	H x W	Rate	Total	
CUSTOM FABRICATED ILLUMINATED SIGN CABINET Color: Per Artwork Description: Custom ID sign with Full Color LED Board Text: DAWSONVILLE MUNICIPAL COMPLEX ** LED board will be the one demonstrated in your parking lot on Feb. 5th 2113. 41"H x 87"W x 8"D per board. ** *** LED board is 21787.20 and new cabinet and steel footing is 6400.00.*** **** 5 year limited warrenty on LED board.****			1	2	71" x 96"	28,187.20	28,187.20	
INSTALLATION AND/OR REMOVAL OF SIGNAGE ** Remove old sign and install new sign and set up LED communications.**			1			2,200.00	2,200.00	
Terms & Conditions * Proposals not accepted/approved within thirty (30) days are subject to revision. * Lang Signs, Inc. shall not be responsible for errors, omissions, or defects resulting from plans, designs, artwork, or other information furnished by purchaser or third parties including, but not limited to contractors and government agents. * Lang Signs, Inc. shall not be responsible or held liable for any issue regarding discrepancies with local municipalities, ordinances, covenants, etc. if customer requests that Lang Signs, Inc. not be involved with the permitting process. * Any alteration from specifications submitted involving extra costs, including changes by on-site personnel and extra installation trips resulting from an unprepared site, will become additional charges over and above the original quotation. * Unless stated otherwise, installation prices assume unobstructed access to site and standard wall/ground conditions, said prices are subject to revision where unforeseeable conditions are encountered. * Excavation of footing does not include removal of dirt, concrete, or other excavated materials from the site or repair to affected landscaping. * Any representation made regarding due dates or turnaround times are contingent upon timely receipt of permits, deposits, camera-ready art, and all supporting documentation as well as strikes, accidents, weather, or delay beyond our control. * Lang Signs, Inc. may at its discretion, charge a storage fee and or/invoice product prior to their installation if purchaser or purchaser's agents delay delivery or installation for ten (10) or more calendar days.							0.00	
Thank you for considering Lang Signs, Inc. for your sign needs. The quotation above is a representation of our previous discussions. If you have any questions, please don't hesitate to contact me. We appreciate your business and look forward to working with you!			Subtotal					
			Sales Tax (7.0%)					
			Total					

Customer Approval Signature _____



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P.O. No.	Sales Rep	Sales Rep E-mail	Terms			Projected Completion	
Trampas Hansard	MM	michael.moore@langsigns.com	50% Deposit Required			2/7/2013	
Description			Qty	Sides	H x W	Rate	Total
<p>* Purchaser agrees to pay a \$50.00 late penalty plus a 1.5% monthly finance fee on past due amounts. In the event this contract is placed for collection through an outside agency, attorney or court, all resulting fees shall be paid by purchaser.</p> <p>* In the event that legal action is taken by either party to settle a dispute, the venue for said legal action shall be Forsyth County, Georgia purchaser agrees to settle disputes via arbitration if requested by Lang Signs, Inc.</p> <p>* Title to all material and property covered by this contract shall remain on Lang Signs, Inc. possession and shall not constitute a part of the reality to which it may be attached until the purchase price, including any application late penalty and finance fee is paid in full.</p> <p>* In the event of default by purchaser, Lang Signs, Inc. may at once and without process of law take possession of and remove as and when it seems fit, all materials used or intended for use in the construction of said property called in this contract without liability to purchaser whatsoever. Expenses for removal, storage, and reinstallation will be paid by purchaser.</p> <p>* Purchaser agrees to secure all necessary permission for use of all registered trademarks and/or copyrights used and assumes all liability for trademarks/copyright infringement or misuse.</p> <p>* Lang Signs, Inc. reserves the right to use any sketches and/or photographs of the signs it manufactures or installs for marketing and other purposes.</p> <p>* All sketches and designs, or any facsimile thereof remain the property of Lang Signs, Inc. If signs are constructed by others, Lang Signs, Inc. will be duly paid for all other work performed.</p> <p>* Unless stated otherwise, prices are F.O.B. Lang Signs, Inc. in Cumming, Georgia and do not include permit fees, final electrical hook-up, or engineer stamp (if required).</p> <p>* Due to fluctuating concrete costs (varied by area or state) the cost of concrete is not included and will be billed separately.</p> <p>* Unless stated otherwise, the cost of engineered drawings, permits and permit acquisition is not included and will be billed separately.</p> <p>* All of the terms and conditions of this agreement supersede and replace any conflicting provisions in other agreements entered into for the same scope of work.</p>							
<p>Thank you for considering Lang Signs, Inc. for your sign needs. The quotation above is a representation of our previous discussions. If you have any questions, please don't hesitate to contact me. We appreciate your business and look forward to working with you!</p>			Subtotal				
			Sales Tax (7.0%)				
			Total				

Customer Approval Signature _____



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P.O. No.	Sales Rep	Sales Rep E-mail	Terms			Projected Completion	
Trampas Hansard	MM	michael.moore@langsigns.com	50% Deposit Required			2/7/2013	
Description			Qty	Sides	H x W	Rate	Total
Warranty Lang Signs, Inc. warrants the following products against defective workmanship and materials to the original owner for the period defined below from the date of shipment or installation. If the product should prove defective in material or workmanship within that period, Lang Signs, Inc. will repair or replace the defective part(s) in a timely manner at no charge to the purchaser. Items * Steel Components (frames, poles, mounting, hardware, etc.) 1 year * Aluminum Components (frames, skins, backgrounds, letters, etc.) 1 year * Flex Faces and Awning Skins (with proof of proper semi-annual cleaning) 1 year * Plastic Components (faces, trim cap, backgrounds, letters, etc.) 1 year * Electronic Message Boards (materials only) 1 year * Electrical Components (sockets, ballasts, neon, transformers, etc. except lamps) 1 year * Vinyl Copy and Graphics 1 year * Lamps (purchased as part of new sign) Six (6) months * Service Work (labor and materials) Thirty (30) days This warranty does not cover: Damage resulting from accident, misuse, abuse, neglect, or other circumstances beyond Lang Signs, Inc. control, including storm damage, signs manufactured but not installed and/or serviced by Lang Signs, Inc., or specific requests by purchaser for materials or construction methods not recommended by Lang Signs, Inc. No other warranties expressed or implied: Purchaser acknowledges that, notwithstanding any contrary term or provision in purchaser's purchase order or otherwise, the only warranty extended by Lang Signs, Inc. is the express warranty contained herein. Purchaser further acknowledges that no oral warranties, representations, or guarantees of any kind have been made by Lang Signs, Inc. or its agents, that in any way alter the terms of the warranty.							0.00
Thank you for considering Lang Signs, Inc. for your sign needs. The quotation above is a representation of our previous discussions. If you have any questions, please don't hesitate to contact me. We appreciate your business and look forward to working with you!			Subtotal		\$30,387.20		
			Sales Tax (7.0%)		\$0.00		
			Total		\$30,387.20		

Customer Approval Signature _____

Watchfire Signs by Time-O-Matic, Inc.

SCHEDULE 1

LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES

SCOPE OF LIMITED WARRANTY FOR SYSTEM. When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, Watchfire warrants its manufactured goods, and the System excluding the Price Watcher series, against material defects in material and workmanship for five years from the date of shipment from Watchfire's dock. Watchfire warrants the Price Watcher product series against material defects in material and workmanship for two years from the date of shipment from Watchfire's dock. During the warranty period, Watchfire's only obligation and liability is to repair or replace (at its option) those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). Repaired or replaced parts provided within the original warranty period shall have the same limited warranty for the balance of the original limited warranty period. Part(s) replaced or repaired outside of any warranty period shall have a limited warranty of replacement only for material defects in material or workmanship for six (6) months from date of shipment. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

ORIGINAL MANUFACTURER WARRANTY. Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire are covered only by their original manufacturer's warranty, if any.

LICENSE FOR SOFTWARE USE AND LIMITED WARRANTY FOR SOFTWARE.

Watchfire warrants only that: (1) the media on which Software is provided shall be free from material defects for sixty days after shipment by Watchfire; and (2) Software substantially conforms to the documentation that accompanies it. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software only in the U.S. The Ignite software is a single station license. Additional station access is available at additional cost. This license terminates upon violation of any provision of this License or the Agreement, and Watchfire reserves the right to electronically disable the Software upon such violation. Buyer shall not permit the software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. "Software" as used herein includes Ignite Online™ software for one year after shipment.

BUYER AND ORIGINAL END USER HOLD WATCHFIRE HARMLESS AND INDEMNIFIED FOR ANY CLAIMS BY THIRD PARTIES, INCLUDING WATCHFIRE'S ATTORNEY'S FEES, THAT THE USE OF THE SOFTWARE OR SYSTEM INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

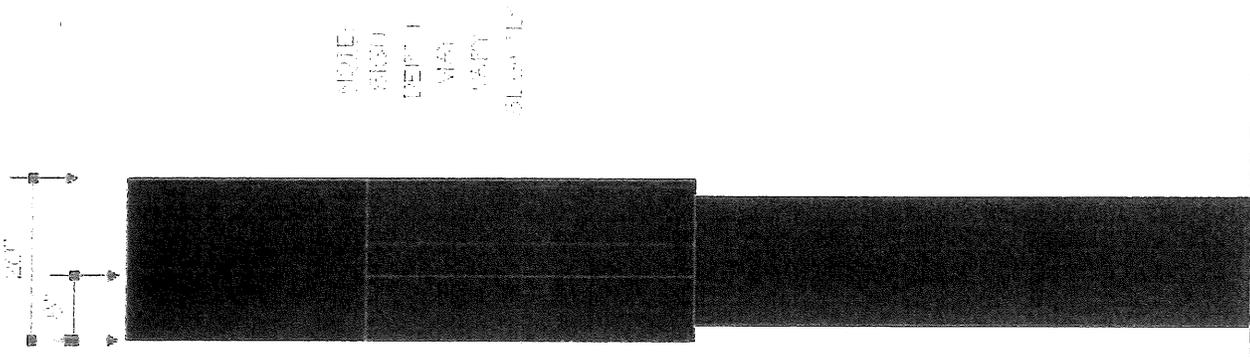
Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. **WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE.** Any replacement media or Software has the same limited 60 day warranty. Watchfire does not warrant that the media and Software is completely error-free, will operate without interruption or is compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

OBTAINING WARRANTY SERVICE. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the Agreement, including System Price. Buyer shall contact the Watchfire HELP desk for warranty service. Items determined defective by Watchfire will be replaced at its option with new or like-new part(s). No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired/replaced for its manufactured goods installed within the continental U.S. Buyers must prepay all outbound shipping freight, duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired/replaced items. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall pay for all maintenance services.

EXCLUSIONS FOR SYSTEM AND SOFTWARE. These limited warranties do not apply if the System or Software are damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works.

There are no express or implied warranties for the System and the Software beyond those expressly stated herein. The unenforceability of any portion of this agreement shall not affect the enforceability of the remainder of this agreement.

WATCHFIRE'S LIABILITY TO BUYER UNDER THESE LIMITED WARRANTIES FOR THE SYSTEM AND SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. BUYER MAY NOT BRING ANY ACTION UNDER THESE LIMITED WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

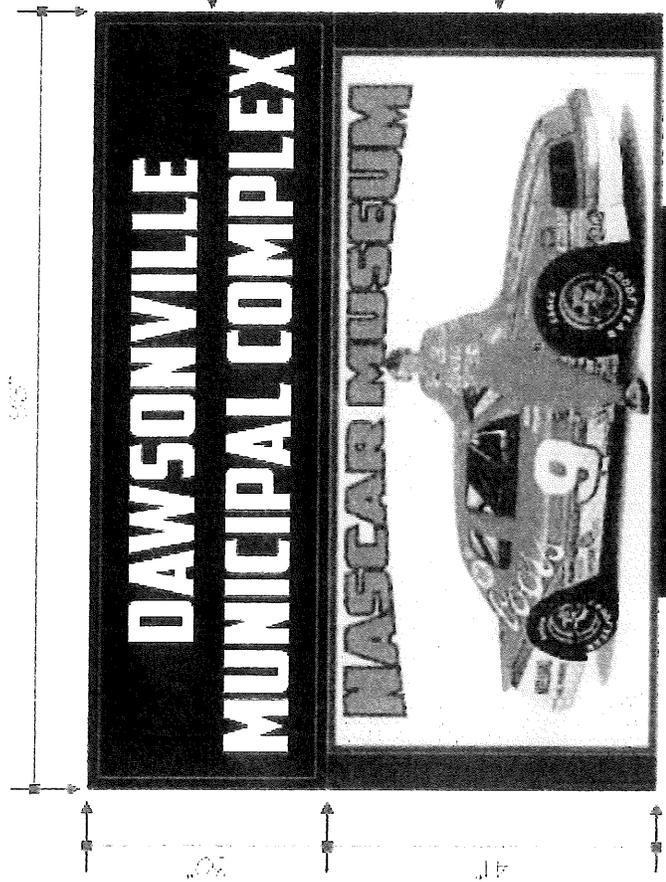


NOTE:
SIGN
DEPT 1
MAY
CAPT
3/10/11

INTERNALLY ILLUMINATED CABINET
WITH A FLAT MIRROR PANEL SIGN
REVERSE SIDE MOUNTED WITH GRAPHICS

41" X 59" 7/8" FULL COLOR LED MESSAGE
CENTERS SHOULD BE ADDED TO THE 59"
SIGN LENGTH OF MESH CABINET

SIGN TO BE MOUNTED ON EXISTING
BASE



**DAWSONVILLE
MUNICIPAL COMPLEX**

NASCAR MUSEUM



COLORS:

■ RED □ WHITE



LANG SIGNS, INC. 1000 W. STATE ST. SUITE 100
DAWSONVILLE, GA 30701
PHONE: 706.841.4500
FAX: 706.841.4501

CLIENT: DAWSON COUNTY
SALESPERSON: MICHAEL MOORE
DESIGNER: NEIL TANNER

APPROVED BY:
DATE: 2/24/13

FILE ATTORNEY: BATES ARI
DAWSONVILLE MUNICIPAL COMPLEX
SCALE: 1/2" = 1'

TYPE FACE:

FONTS:

Exhibit "B"

Watchfire Electronic Message Center

Double sided illuminated box sign
with applied translucent vinyl

8 ft

2.5 ft

**DAWSONVILLE
MUNICIPAL COMPLEX**



WATCHFIRE

144.31 in

4.5 in

LED Display
87" x 41"

4.5 in

Boxes to cap display
to get to 96" wide



27.31 in

Brick Base

60 in

Exhibit "B"

FIRST READING	<u>2-4-2013</u>
SECOND READING	<u>3-4-2013</u>
PUBLISHED	<u>2-20 & 27-2013</u>
PASSED	<u>3-4-2013</u>

AN ORDINANCE TO AMEND THE CITY OF DAWSONVILLE ALCOHOL ORDINANCE; TO PROVIDE FOR BONA FIDE NONPROFIT CIVIC ORGANIZATIONS TO OBTAIN A PERMIT AUTHORIZING THE ORGANIZATION TO SELL OR DISTRIBUTE ALCOHOLIC BEVERAGES FOR CONSUMPTION ON THE PREMISES FOR A PERIOD NOT TO EXCEED THREE DAYS; TO MAKE UPDATES AND CORRECTIONS TO PERMITTED LOCATIONS AND ESTABLISHMENTS; TO CORRECT OTHER PROVISIONS RELATED TO NONPROFIT EVENTS AND PROMOTIONS; TO CLARIFY PROHIBITED ACTS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Dawsonville, Georgia is authorized and empowered pursuant to O.C.G.A. § 3-3-2, et. seq., to regulate the sale of malt beverages, wine and distilled spirits within the geographical confines of said municipality; and,

WHEREAS, the Council previously enacted the City of Dawsonville Alcohol Ordinance, on April 2, 2007, the same being codified at Chapter 3, Article 1 of the Code of Dawsonville, Georgia, and amended from time to time; and

WHEREAS, O.C.G.A. § 3-9-3 provides that in places where the sale of distilled spirits, wine, or malt beverages is lawful, upon the filing of an application and payment of a fee of \$25.00 by a bona fide nonprofit civic organization, the Georgia State Revenue Commissioner may issue a permit authorizing the organization to sell alcoholic beverages for consumption on the premises for a period not to exceed three days, subject to any law regulating the time for selling such beverages, provided that no more than six permits may be issued to an organization per any one calendar year;

WHEREAS, Chapter 560-2-11 of Georgia's Administrative Code provides that a bona fide non-profit civic organization desiring to sell alcoholic beverages may apply for a permit on forms provided for by the State Revenue Commissioner, and such application must include a letter of authorization for the event from the local governing authority, or a signed affidavit from the applicant, confirming that the applicant is in compliance with all local ordinances and regulations concerning special or charitable events; and

WHEREAS, the City of Dawsonville has determined that it is in the best interest of the City of Dawsonville to allow temporary permits for bona fide nonprofit civic organizations to sell alcoholic beverages for consumption on the premises;

WHEREAS, state law proscribes the distance that alcohol serving establishments and locations must be from churches, schools, housing authority properties and alcohol treatment facilities and the City desires to mirror the requirements of state law;

WHEREAS, updates and corrections are needed to integrate nonprofit events, outdoor special events and promotions into the remainder of the Alcohol Ordinance and to clarify prohibited acts;

NOW THEREFORE, pursuant to the authority granted to the City of Dawsonville by its Charter and the authority referenced above, the Council of the City of Dawsonville hereby ordains as follows:

SECTION 1. Bona fide nonprofit civic organizations.

Section 3-67 of Chapter 3, Article 7 of the Code of Dawsonville Georgia, is hereby added to the Code of Dawsonville, Georgia as follows:

Section 3-67 Bona fide nonprofit civic organizations.

- (a) A bona fide nonprofit civic organization is one which is exempt from federal income tax pursuant to the provisions of subsections (c), (d) or (e) of 26 USC section 501.
- (b) Upon the filing of an application and payment of a fee equal to the catering event permit application fee, a bona fide nonprofit civic organization may obtain a permit authorizing the organization to sell or distribute alcoholic beverages for consumption on the premises for a period not to exceed three days, subject to any law regulating the time for selling such beverages.
- (c) No more than 6 permits may be issued to an organization in any one calendar year. All permits shall be approved in advance by the City Council.
- (d) Permits are valid only for the location specified in the permit. No permit may be issued unless the sale of alcoholic beverages is lawful in the place for which the permit is issued.
- (e) Said applicant shall comply with all general provisions of this chapter and all regulations for consumption on the premises.
- (f) Any permitted organization shall provide at its expense the necessary security services and emergency services availability for the permitted event as approved in advance by the City Council.
- (g) Any employee or volunteer of the nonprofit event permit holder working the event in any position dispensing, selling, serving, taking orders, or mixing alcoholic beverages must be at least 18 years of age and hold a pouring permit as required by Section 3-41.

- (h) As a condition of issuance of a nonprofit event permit, the permit holder shall indemnify and hold the City of Dawsonville harmless from claims, demands, or causes of action that may arise from activities associated with the nonprofit event.
- (i) If the nonprofit event is to be held at City Hall or any City owned facility, the alcohol sales and pouring shall be done by the Dawsonville History Museum, Inc. unless an alternate provider is approved by the City Council.

SECTION 2. Locations where permitted: On-premises consumption and retail package sales of beer and wine.

The existing Section 3-37 of Chapter 3, Article 4 of the Code of Dawsonville Georgia, is hereby deleted in its entirety and a new Section 3-37 is added to the Code of Dawsonville, Georgia in accord with O.C.G.A. § 3-3-21 as follows:

Section 3-37. Locations where permitted: On-premises consumption and retail package sales of beer and wine.

- (a) Licenses shall be issued only for locations in areas with commercial zoning.
- (b) No person may sell or offer to sell wine or malt beverages in or within 100 yards of any school building, housing authority property or alcohol treatment facility.
- (c) No person may sell or offer to sell distilled spirits in or within 100 yards of a church, housing authority property or alcohol treatment facility or within 200 yards of any school building.

- (d) For purposes of this section, distance shall be measured distances shall be measured by the most direct route of travel on the ground from closest building corner to closest building corner.
- (e) As to any location licensed in the future, if the distance requirements in this section are met at the time of issuance of any license, the subsequent opening and operation of a church or school or housing authority property or alcohol treatment facility within the distance prohibited in this section shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property as long as the property remains continuously licensed to sell alcoholic beverages.

SECTION 3. Locations where permitted: Retail package liquor stores.

The existing Subsection (d) of Section 3-38 of Chapter 3, Article 4 of the Code of Dawsonville Georgia, is hereby deleted in its entirety and a new Subsection (d) of Section 3-38 is added to the Code of Dawsonville, Georgia in accord with O.C.G.A. § 3-3-21 as follows:

(d) No retail package liquor stores shall be located within 100 yards of a church, housing authority property or alcohol treatment facility or within 200 yards of any school building or within 200 feet of any private single-family home.

- (1) For purposes of this section, distance shall be measured distances shall be measured by the most direct route of travel on the ground from closest building corner to closest building corner.

- (2) As to any location licensed in the future, if the distance requirements in this section are met at the time of issuance of any license, the subsequent opening and operation of a church, school, housing authority property or alcohol treatment facility within the distance prohibited in this section shall not prevent the continuance of an existing license or the renewal thereof or the issuance of a new license to any subsequent owner of such property as long as the property remains continuously licensed to sell alcohol.

SECTION 3. Establishments where permitted.

The existing Sub-section (5) of Section 3-52 of Chapter 3, Article 6 of the Code of Dawsonville Georgia, is hereby deleted in its entirety and a new Sub-section (5) of Section 3-52 is added to the Code of Dawsonville, Georgia as follows:

- (5) Publicly or privately owned establishments or locations that are the site of an authorized catered event or an authorized nonprofit event properly permitted in accordance with this chapter. Any such event that is not totally enclosed within a building must be properly cordoned off as set forth in Section 3-55.

SECTION 4. Patio sales and outdoor special events.

The existing Sub-section (a) of Section 3-55 of Chapter 3, Article 6 of the Code of Dawsonville Georgia, is hereby deleted in its entirety and a new Sub-section (a) of Section 3-55 is added to the Code of Dawsonville, Georgia as follows:

- (a) Alcohol beverage sales can be made by a licensed consumption on-premises establishment in a patio/open area type environment or by a licensed caterer with a catering off-premises license at an outdoor special event if the establishment or

event has been approved by the City Council or by a nonprofit organization at a nonprofit event properly permitted as set forth in Section 3-67.

SECTION 5. Promotions and sales.

The existing Sub-section (a)(3), Sub-section (b) and Sub-section (e) of Section 3-58 of Chapter 3, Article 6 of the Code of Dawsonville Georgia, are hereby deleted in their entirety and a new Sub-section (a)(3), Sub-section (b) and Sub-section (e) of Section 3-58 is added to the Code of Dawsonville, Georgia as follows:

(a)(3) Sell, offer to sell, or deliver to any person or group of persons any alcoholic beverage at a price less than the price regularly charged for such alcoholic beverage during the same day, except at private functions not opened to the public;

(b) Each licensee shall maintain a schedule of the price charged for all alcoholic beverages to be served and consumed on the licensed premises or in any room or part thereof. The licensee shall not vary the schedule of prices from hour to hour within a single day. The schedule of prices shall be posted in a conspicuous manner so as to be in view of the paying public, and the schedule shall be effective for not less than one calendar week.

(e) It is the intent of this section to prohibit activities typically associated with promotions referred to as happy hour oriented to an hour or limited number of hours within the business day. However, this section shall not prohibit a day long promotion.

SECTION 6. Prohibited Acts

A new subsection (d) is added to Section 3-73 Prohibited Acts is added to Chapter 3, Article 8 of the Code of Dawsonville, Georgia as follows:

(d) It is prohibited for any individual to carry, consume or possess an open container of any alcoholic beverage while walking, riding, driving or otherwise using the streets, highways or public right of ways of the City.

SECTION 7. Incorporation and Repealing Clause.

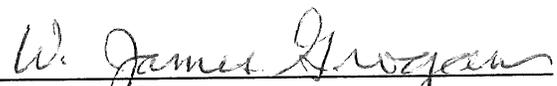
All portions of Chapter 3 of the Code of Dawsonville Georgia not expressly repealed are reaffirmed and incorporated herein it being the intent of the City Council to reaffirm its Alcohol Ordinance as amended by this ordinance. Any other ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 3. EFFECTIVE DATE.

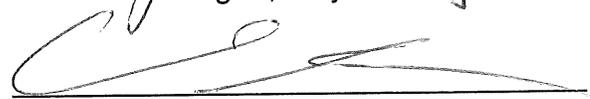
Except as otherwise provided to the contrary herein, this Ordinance shall become effective upon its approval by the City Council of the City of Dawsonville, Georgia and upon approval by referendum.

APPROVED this 4th day of March, 2013 by the Mayor and Council of the City of Dawsonville, Georgia.

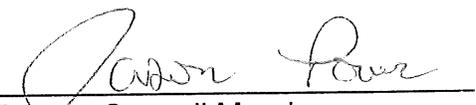
CITY OF DAWSONVILLE, GEORGIA



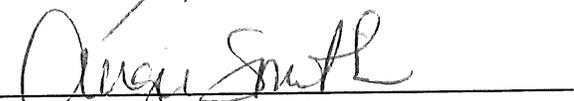
W. James Grogan, Mayor



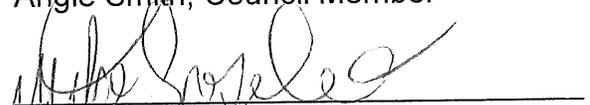
Chris Gaines, Council Member



Jason Power, Council Member

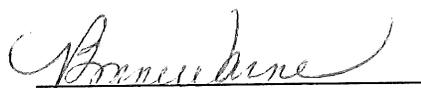


Angie Smith, Council Member

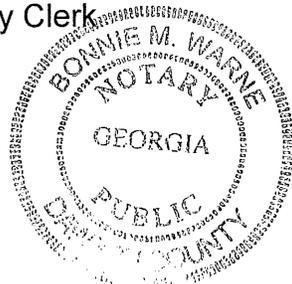


Mike Sosebee, Council Member

ATTESTED TO BY:



Bonnie Warne, City Clerk



**MINUTES
CITY COUNCIL REGULAR MEETING
MARCH 4, 2013
5:00 P.M.**

ZA-01-13-43816: Peggy A. Grissom has requested a zoning map amendment for the 3.890 acres at TMP 082 004, located at 359 Burt Creek Road. Current zoning is O (Office District). Applicant requests to rezone to R1 (Residential): Final Hearing

Bonnie Warne presented the application and stated that Staff and the Planning Commission recommend approval to R1 zoning to build a single family residence. Motion made to open the public hearing by M. Sosebee/J. Power with approximately 5 people in attendance. Dana Miles asked for public comments in favor: Peggy Grissom and Mr. Sicilia spoke in favor. Nobody spoke in opposition. M. Sosebee/J. Power motioned to close the public hearing and the meeting was turned over to the Mayor. Motion made to approve the application by J. Power/A. Smith. Vote passed unanimously in favor.

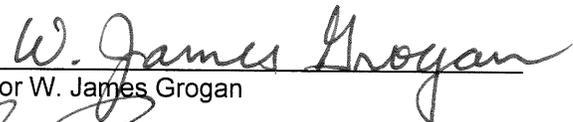
REPORTS:

Financial Report: Bonnie Warne, City Clerk, reported that all of the bank accounts are in good standing and balance through January 2013 and the revenue and expenses are in budget. Budget prep has started.

Council Reports: Chris Gaines stated that at the Chamber meeting they continue to work on rebranding. The DDA's co-chairs Nick Nicodemus and Peter Hill will hold the next steering committee meeting next week. They have had a good response and participation in the downtown survey.

Mayor's Report: Mayor Grogan informed Council that the rep was in on the 25th to initiate IT in a Box. He also attended the event Leap for Literacy and was a judge, attended the GMRC meeting in Hartwell, stated that Farmington Woods sewer line is in and the goal is for them to open in July, spoke on our new businesses and that we need to be proactive to find more, and stated that the parking lot will be restriped soon as weather must be warmer and dry.

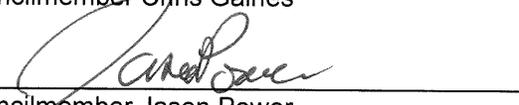
ADJOURNMENT: With there being no further business to attend to, motion to adjourn the meeting at 6:05 p.m. by J. Power/ A. Smith. The motion carried unanimously in favor.



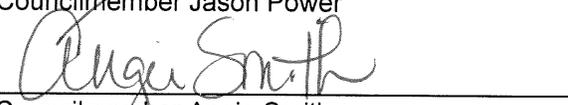
Mayor W. James Grogan



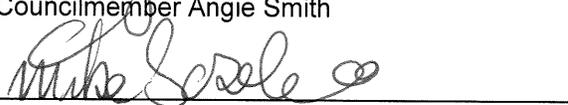
Councilmember Chris Gaines



Councilmember Jason Power



Councilmember Angie Smith



Councilmember Mike Sosebee

Attested: 

Bonnie Warne, City Clerk

