

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 5, 2024
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held July 15, 2024
 - Executive Session held July 15, 2024
 - b. Approve Equipment Lease Agreement for New Postage System

BUSINESS

8. Ordinance No. 02-2024: An Ordinance To Amend Section 2-110 To Provide For New Rates For Water And Sewer Service; And For Other Purposes. First Reading: July 15, 2024; Second Reading and Consideration to Adopt: August 5, 2024.
9. ZA C2400125: Davis Engineering & Surveying has petitioned a zoning amendment for TMP D03 014 and 092B 011; located at 401 HWY 9 North from HB (Highway Business) and LI (Light Industrial) to R-6 (Multiple-Family Residential). Public Hearing Dates: Planning Commission on Monday, June 10, 2024, and City Council Monday, June 17, 2024. City Council for a decision on Monday, July 15, 2024. **Decision tabled to August 5, 2024.**
10. Burt Creek Road Paving Project Update
11. Thunder Ridge Subdivision

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION, IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, August 19, 2024

Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting, should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 08/05/2024

PURPOSE FOR REQUEST:

**CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED
SUPPORTING DOCUMENTS**

- a. Approve Minutes
 - Regular Meeting and Work Session held July 15, 2024
 - Executive Session held July 15, 2024
 - b. Approve Equipment Lease Agreement for New Postage System
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 08/05/2024

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD JULY 15, 2024**
 - **EXECUTIVE SESSION HELD JULY 15, 2024**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

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1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, Deputy City Clerk Tracy Smith, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Finance Director Robin Gazaway, Downtown Development Director Amanda Edmondson and Planning Director Ron Haynie.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Sawyer.
4. **ANNOUNCEMENTS:** The next Food Truck Friday will be held on August 2, 2024 in combination with Public Safety night.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by W. Illg; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** The following individuals spoke during public input:

- Josiah Buwalda, 148 Angela Lane, Dawsonville – He handed out a binder and flash drive to the Mayor and Council which he stated contains pictures and information concerning his reason for speaking at the meeting today. He presumed the Council is aware of the development of a neighboring property to his named Village of Maple Street and stated his purpose is to “formerly request an immediate injunction on the building permits associated with the new development both current and future”. He provided the Council with a personal backstory and stated on January 5th he came home to a “twenty inch culvert pipe and twelve foot headwall freshly installed facing our home”. He came to realize this was a detention pond being constructed to accommodate the new community and “that culvert pipe was now directed at my house onto my property”. He reported speaking with the foreman (Alex Glass) of the grading company onsite, TW Phillips, saying he was told that “the property was their main topic of concern” and “that it wasn’t going to work as engineered but the builder was warned and it was going to flood my property; not it might, it was going to flood my property”. Mr Buwalda continued saying that “on January 9th at about 5:30 in the morning, it did just that. We got about 1.84 inches of rain according to the Georgia Weather Service. I woke up to a river running through our home”. He went on to explain his efforts to locate the source and attempt to divert the water as well as contacting the County, the City, the builder, and the grading company for assistance. He stated he received apologies from the Builder, Cook Communities, however there was no offer of assistance from them and he reported their response was “our home should have never been built there six years ago”. He went on to say he received an offer from Cook Communities to purchase his home for \$60,000 below market value understanding it was a “flooded house valuation”.

Motion made by M. French to add five additional minutes to the public input time; second by W. Illg. Vote carried unanimously in favor.

He stated the home is unlivable with mold growing and their belongings are in storage containers located in their driveway. He stated the City has indicated they are advocating for him with its citizens being their highest priority, however, to his knowledge nothing has been done stating there is no plan to “fix the continued nuisance of water that comes across our property every time it rains. The builder continues to move forward with the project like nothing ever happened so this is what I ask of the City of Dawsonville as one of its own citizens, have the permits revoked until which time this is corrected and the nuisance is no longer”. He went on to say a demand letter from his attorney has been sent to the builder and their insurance company but he continued to implore the City officials to act so he could have his life and his home back in Dawsonville.

- Rachel Burton, 24 Dawson Village Way South, Dawsonville – She is representing Davis Engineering and Surveying and was unable to attend the Council meeting on June 17, 2024

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concerning ZA C2400125 and understood there to be a question concerning the starting sale price of the homes. She reported prices would start in the mid four hundred thousands.

7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a-c) made by M. French; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held June 17, 2024
 - Executive Session held June 17, 2024
 - b. Approve Road Closure and Fee Waiver for Permit Application and Pavilion Rentals for Family Connection Event “A Family Fair” on August 16, 2024 – **Road Closure through Main Street Park from 5:00 pm to 11:00 pm on August 16, 2024; Permit fee waiver of \$50.00 and Pavilion Rental Fee waivers for \$225.00**
 - c. Approve 2025 Solid Waste Collection Rate and Service Charge – **2025 Solid Waste Collection rate from Red Oak Sanitation for \$15.90 per can, per month and the Service Charge for \$4.00 per can, per month**
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized John Tatum as the June 2024 Employee of the Month and Stacy Harris as the Employee of the Quarter. City Manager Bolz announced this is the last meeting the PIN Interns, Joanna and Andrew, will be attending since their internship will soon be ending. Jon Davis was also recognized for his service to the City; he will be retiring soon.
9. **PROCLAMATION: 2024 GEORGIA RACING HALL OF FAME INDUCTEES:** Mayor Walden read the proclamation and stated the banquet will be held on August 3, 2024 where the inductees will each receive a proclamation.

PUBLIC HEARING

10. **ZSP C2400135:** Christopher Sipos has petitioned to amend the existing site plan; located at 39 Creekstone Lane (TMP 083 020). Public Hearing Dates: Planning Commission on Monday, July 8, 2024, and City Council Monday, July 15, 2024. City Council for a decision on Monday, August 5, 2024.

Mayor Walden announced the Planning Commission has postponed their decision on this item to their September 9, 2024 regularly scheduled meeting and requests a motion to postpone the item.

Motion to postpone the Public Hearing for ZSP C2400135 to September 16, 2024 regularly scheduled City Council meeting made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

BUSINESS

11. **ZSP C2400113:** Jim Chapman Construction Group has petitioned to amend the site plan; located at 796 HWY 53 East and 2120 Perimeter Road (TMP 093 043; 093 044, 093 046, 093 047). Public Hearing Dates: Planning Commission on Monday, June 10, 2024, and City Council Monday, June 17, 2024. City Council for a decision on Monday, July 15, 2024.

Motion made by C. Phillips to approve ZSP C2400113 with the following conditions:

- Approval of the subject concept plan is contingent upon additional required approvals from Environmental Protection Division and the U.S. Army Corps of Engineers
- Approval of this concept plan is not an approval of any variances excluded from this request or other code non-compliance. Engineered plans must demonstrate compliance with all relevant City or other applicable jurisdiction codes.

Second by M. French. Vote carried unanimously in favor.

12. **ZA C2400125:** Davis Engineering & Surveying has petitioned a zoning amendment for TMP D03 014 and 092B 011; located at 401 HWY 9 North from HB (Highway Business) and LI (Light Industrial) to R-6 (Multiple-Family Residential). Public Hearing Dates: Planning Commission on Monday, June

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10, 2024, and City Council Monday, June 17, 2024. City Council for a decision on Monday, July 15, 2024.

Motion to table the decision for ZA C2400125 to the August 5, 2024 City Council meeting made by S. Sawyer; second by M. French. Vote carried unanimously in favor.

- 13. KNIGHTS OF COLUMBUS EXCEPTIONAL CHILDREN'S FESTIVAL: REQUEST FOR PERMIT WAIVER AND PAVILION RENTAL:** Motion to approve waiving the permit fee of \$50.00 and the pavilion rental fee of \$75.00 for the Knights of Columbus event as requested made by M. French; second by C. Phillips. Vote carried unanimously in favor.
- 14. ONE COMMUNITY ONE GOD TENT OF HOPE EVENT: REQUEST FOR PERMIT WAIVER AND PAVILION RENTAL:** Motion to approve waiving the permit fee of \$50.00 and the pavilion rental fee of \$75.00 for the One Community One God event as requested made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
- 15. AMENDMENT TO THE 2023 COMPREHENSIVE PLAN:** Motion to approve the revision to the Capital Improvement Element of the 2023 Comprehensive Plan to be presented to the Department of Community Affairs for review made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
- 16. ORDINANCE NO. 02-2024: AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR NEW RATES FOR WATER AND SEWER SERVICE; AND FOR OTHER PURPOSES:** Utility Director Jacob Barr presented the first reading of Ordinance No. 02-2024. The second reading and consideration to adopt the ordinance revision will be held at the August 5, 2024 City Council meeting.
- 17. CONSIDERATION FOR APPLICATION OF RECONNECTING COMMUNITIES GRANT:** Motion to approve applying for the Reconnecting Communities Grant made by W. Illg; second by M. French. Councilmember French asked if the amount of any potential match is known at this time. Director Edmondson stated not at this time but once an estimate was determined there could be different opportunities to have the match funded and would essentially be a part of the application process. Vote carried unanimously in favor.
- 18. DOWNTOWN HOTEL FEASIBILITY STUDY FUNDING OPPORTUNITY:** Motion to approve funding from a rural development organization to perform a downtown hotel feasibility study made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
- 19. DOWNTOWN PLACEMAKING PROJECT CONCEPTS (PIN INTERNS):** Director Edmondson provided an overview of the PIN Internship program which the City has participated in and the downtown placemaking projects developed by the interns.

Joanna Zwemke explained her projects focused on Historical Preservation and beautification for the downtown which included streetscape murals and a historic scavenger hunt. She provided the details for both projects and discussed their overall benefits to the community. Andrew Purcell explained his projects which related to Dawsonville's Living History Trail through preserving and interpreting the history through public art. He presented a "cause and effect" installation project and a hall of local hero's project which would be included in the City's new downtown center.

Director Edmondson further spoke about another project the interns worked on together for a mural on the Food Lion building called Stories of Dawsonville which would connect to an online story map containing oral histories, documents, and other historical information utilizing public art. Ultimately, she is seeking feedback, suggestions and support for the projects in order to be able to apply for any available grants not requiring a match but have a limited timetable which could be utilized to implement the placemaking projects within the downtown.

Motion to approve support of the projects and to apply for available grants for downtown placemaking projects made by W. Illg; second by M. French. Vote carried unanimously in favor.

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WORK SESSION

STAFF REPORTS

- 20. **BOB BOLZ, CITY MANAGER:** He noted there was one leak adjustments totaling \$60.34.
- 21. **ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports representing fund balances and activity through June 30, 2024 were provided in the packet.

MAYOR AND COUNCIL REPORTS:

Mayor Walden noted the large amount of people waiting in line at Food Truck Friday at the seafood truck and would like to advocate for a seafood restaurant downtown since he recognizes that as something the citizens would really appreciate.

EXECUTIVE SESSION

At 5:54 p.m. a motion to close regular session and go into executive session for real estate acquisition was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

At 6:11 p.m. a motion to close executive session was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to resume regular session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

ADJOURNMENT

At 6:12 p.m. a motion to adjourn the meeting was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

Approved this 5th day of August 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer 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 July 15, 2024.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:58 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);

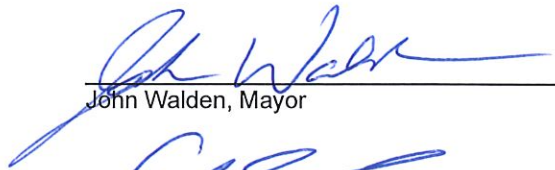
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

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: _____.

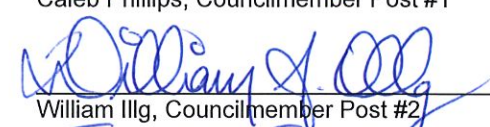
This 15th day of July 2024; By the City of Dawsonville, Mayor and Council:



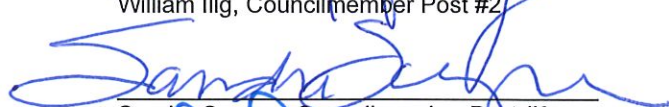
John Walden, Mayor



Caleb Phillips, Councilmember Post #1



William Illg, Councilmember Post #2

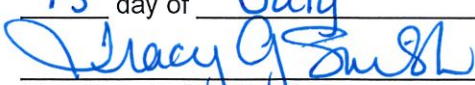


Sandra Sawyer, Councilmember Post #3



Mark French, Councilmember Post #4

Sworn to and subscribed before me this
15 day of July, 2024.



Signature, Notary Public

My Commission expires: 8-22, 2025





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE EQUIPMENT LEASE AGREEMENT FOR NEW POSTAGE SYSTEM

CITY COUNCIL MEETING DATE: 08/05/2024

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other _____

Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

TO APPROVE EQUIPMENT LEASE AGREEMENT FOR NEW POSTAGE SYSTEM

HISTORY/ FACTS / ISSUES:

- **AGREEMENT REVIEWED BY CITY ATTORNEY**
 - **TRACY SMITH DID RESEARCH ON NEW POSTAGE SYSTEM FOR UPDATED FEATURES**
 - **CURRENT POSTAGE MACHINE IS MONTH TO MONTH AT \$276.03 PER MONTH**
 - **NEW MACHINE IS \$129.82 PER MONTH**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL

REQUESTED BY: ADMINISTRATION

DPI LEASING LLC
Established 2010

**EQUIPMENT LEASE
AGREEMENT**

Lease Number

BILL TO INFORMATION		
Full Legal Name of Lessee Dawsonville, City of		
Street Address/Post Office Box 415 HIGHWAY 53 EAST #100		
City DAWSONVILLE	State GA	Zip Code 30534
Contact Tracy Smith		
Telephone (706) 265-3256	Fax (706) 265-4214	

Vendor:

Duplicating Products, Inc.
2305 CENTENNIAL DRIVE
POST OFFICE BOX 1548
GAINESVILLE, GA 30503

770.532.9932 - 800.633.8659 - 770.532.9604 (FAX)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE		
Contact Name Tracy Smith		
Street Address/Department 415 HIGHWAY 53 EAST #100		
City DAWSONVILLE	State GA	Zip Code 30534
Telephone (706) 265-3256	Extension	

Dean Snyder
Sales Representative

QUANTITY	ITEM DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
1	Formax Mint 210AW5 Postage System	210AW5	

LEASE TERMS	LEASE PAYMENT AMOUNT	ADVANCE PAYMENTS
Lease Commence Date _____	Monthly Payment of <u>\$129.82</u>	Payment for this amount must accompany Lease Application: <input type="checkbox"/> Security Deposit <input checked="" type="checkbox"/> Documentation Fee <input type="checkbox"/> Advance Payments <input type="checkbox"/> Tax Total _____
Term in months from Lease Commence Date <u>60</u>	Sales Tax <u>Tax Exempt</u>	
Lease payment period is monthly unless otherwise indicated <u>Monthly</u>	Total <u>\$129.82</u>	

END OF LEASEOPTIONS:
Lessee shall have the following options at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.

- Purchase the equipment for the fair market value.
- Renew the lease.
- Return the equipment as provided in Paragraph 14 of this lease agreement.

THIS LEASE CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, ALL OF WHICH ARE MADE A PART OF THIS LEASE.

PERSONAL GUARANTY
The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly remittal payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice if Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of Lease and may extend the terms of the Lease Agreement without defeating or diminishing hits continuing guaranty. The Guarantors acknowledge that execution of the guarantee is a material part if the consideration upon which Lessor relies in consummating this Lease Agreement and that this guaranty is executed as an inducement to the Lessor to consummate the Lease Agreement.

By: _____ Date _____
X _____
Signature Date

TERMS AND CONDITIONS

- LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").
- TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lease commencement date unless earlier terminated as provided herein.
- LEASE shall be payable in installments each in the amount of the basic Lease payment set forth above plus any applicable sales tax or use tax.

Dated _____ Dawsonville, City of Lessee (Full Legal Name - Same As Above)	Dated _____ DPI Leasing, LLC.
X _____ Signature/Title	X _____ Signature/Title

DELIVERY AND ACCEPTANCE CERTIFICATE
The undersigned hereby certifies that all the equipment described in the equipment lease between DPI Leasing, LLC. and the undersigned, dated _____ 20____ has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions and terms of said equipment lease have been reviewed and acknowledged

X _____ Date _____
Signature Date

4. **SECURITY DEPOSIT.** Lessor may apply any security toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee shall immediately replace any portion of the security deposit so applied by Lessor.
5. **WARRANTIES.** Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to person other than Lessor such as the manufacturer, vendor, or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing. Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor. SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting, or servicing of the agreement.
6. **TITLE.** Title to the Equipment and security interests shall at all times remain in Lessor, and Lessee at its expense shall protect and defend the title of Lessor and keep it free of all claims and liens and security interests other than the rights and security interests created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interests in the Equipment as a result of its attachment to realty, and to immediately notify the third party of Lessor's claims, lien, or security interest.
7. **LAWS AND TAXES.** Lessee shall comply with all laws and regulations relating to the Equipment and its use. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. As a standard practice, Lessor pays applicable property taxes.
8. **INDEMNITY.** Lessor and Lessee hereby indemnify and agree to the other Lessor harmless from any and all liability and expense arising out of the ordering, leasing, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws of judicial decisions, and legal expenses in defending any claims brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7, to the extent allowed by law.
9. **LESSEE'S ASSIGNMENT AND REMOVAL.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment or REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ABOVE. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert any assignee of Lessor any claim or defense Lessee may have against Lessor.
10. **INSPECTION.** Lessor may inspect the Equipment at any time and from time to time during regular business hours.
11. **REPAIRS AND USE.** Lessee will use the Equipment with due care and for the purpose for which it is intended. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.
12. **LOSS OR DAMAGE.** In the event of any item of Equipment shall become lost, stolen, missing, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) \$500.00 of the original cost of such item to Lessor, which represents liquidated damages or compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title, and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus.
13. **INSURANCE.** Lessor shall be under no duty to ascertain the existence of or to examine such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.
14. **RETURN OF EQUIPMENT.** Upon the expiration of this Lease, the Lessee will immediately allow Lessor access to premises for the pick-up of the Equipment by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted. If equipment has been relocated, Lessee will immediately deliver the Equipment to such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.
15. **DOCUMENTATION REQUIREMENTS.** Lessee will promptly execute and deliver to Lessor such further documents and takes such a further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's intent hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee authorizes Lessor to file at Lessor's option the informational financing statements without Lessee's signature and, if a signature is required by law, Lessee appoints Lessor as Lessee's attorney-in-fact to execute such financing statements. Lessee further agrees to pay Lessor stated Documentation Fee to cover the expense of originating the Lease. Notwithstanding any other provision herein, the Lessee shall reimburse the Lessor for all expenses incurred by Lessor on account of the Lessor or Lessee protecting the Lessor's interest in the Equipment by means of appropriate documentation and filing, including fixture, searches, and other procedures.
16. **COLLECTION CHARGES.** If any installment of basic rent is not paid when due, Lessor may impose a late charge of \$15.00 per month/per payment, commencing one month after the due date of the first delayed payment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and charges and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason Lessee's check is returned to the Lessor for non-payment, a \$25.00 bad check charge will be imposed.
17. **DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment and charges of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lessee (g); levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.
18. **REMEDIES.** Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because of the value of the Equipment at the expiration of this Lease Agreement is uncertain, and therefore they agree that for purposes of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable to Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment (c) \$400.00 of the original cost of such item which represents liquidated damages or compensation for loss of Lessor's anticipated residual value, plus any costs of collection, prejudgment interest, and a reasonable attorney's fee. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.
 - (a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.
 - (b) Lessor may process by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for breach of this Lease. Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.
 - (c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine, the proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such lease.
 - (d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.
 - (e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid.
 - (f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.
19. **NOTICES.** Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee and its address set forth or at such other address as may be last known to Lessor.
20. **NET LEASE AND UNCONDITIONAL OBLIGATION.** This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind.
21. **NON-CANCELLABLE LEASE.** This Lease cannot be cancelled or terminated except as expressly provided herein.
22. **SURVIVAL OF INDEMNITIES.** Lessee's obligations under paragraph 7 and 8 shall survive termination of this Lease Agreement.
23. **MISCELLANEOUS.** Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and such unenforceable in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supersede the terms and conditions of any related purchase order.
24. **CONSENT TO GEORGIA LAW, JURISDICTION AND VENUE.** This lease shall be deemed fully executed and performed in the state of Georgia and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessee and guarantor shall be subject to the personal jurisdiction of the state of Georgia, including any state or federal court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Georgia.
25. **RENEWAL.** Unless LESSEE, thirty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease shall automatically be renewed upon all of the terms and conditions as stated herein for additional thirty day periods. Said renewal shall constitute a wholly new Lease Agreement between Lessor and Lessee. Any assignee, purchaser, holder, or holder in due course of Lessor and this Lease Agreement shall receive the benefits only of the original Lease Agreement, and not of any renewal hereof. In the event of renewal. All benefits of this Lease Agreement shall revert to Lessor.

Addendum to Equipment Lease Contract for leases to state or municipal entities

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between DPI Leasing ("Lessor," "we," "us") and City of Dawsonville, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on July 12, 2024, under which the Lessee will lease MINT Mail Equipment from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. **REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.

- II. **NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required. Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

- III. RETURN OF EQUIPMENT.** Notwithstanding any contrary terms set forth or implied in the “Equipment Lease Contract,” upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.
- IV. OPTION TO PURCHASE.** Notwithstanding any contrary term set forth or implied in the “Equipment Lease Contract” or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.
- V. FINANCIAL INFORMATION.** During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor’s successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: DPI Leasing

LESSEE City of Dawsonville

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Postage Meter Rental Agreement

Section (A) Office Information

Office Number: 6131	Office Name: Formax/Mint	Office Phone #: 800-232-5535	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City of Dawsonville			
DBA:			
Billing Address: 415 Highway 53 East #100			
Billing City: Dawsonville	State: GA	ZIP Code + 4: 30534	
Billing Contact Name: Tracy Smith		Billing Contact Title: Deputy City Clerk	
Phone Number: 706-265-3256		Fax Number: 706-429-4524	

Section (C) Installation Information

If different than billing information

Company Name (Full legal name):		
Installation Address (No PO Boxes):		
Installation City:	State:	ZIP Code + 4:
Installation Contact Name:		Installation Contact Title:
Phone Number:		Fax Number:
Main Post Office / Mail Drop Off:		Post Office ZIP Code:

Section (D) Postage Meter Rental/Services Payment Information

Monthly Meter Rental Payments \$ 38 for 60 months, thereafter \$ for months
Payment Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually <input checked="" type="checkbox"/> Tax Exempt (Attach Exemption Certificate) <input checked="" type="checkbox"/> Mail me a rental invoice <input type="checkbox"/> Bill my Quadient Postage Funding Account <input type="checkbox"/> Bill my credit card (Customer to submit authorization form) <input type="checkbox"/> ACH Direct Debit (Customer to submit authorization form)
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay By Check <input type="checkbox"/> ACH Debit (customer to submit authorization form)
Postage Funding Account: <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Account POC Account # _____

Section (E) Postage Meter and Funding

Meter Model: 210-Meter	Machine Model: Mint 210AW5
Service Products (Check all that apply) <input checked="" type="checkbox"/> Installation & Training	

Section (F) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to a Postage Funding Account unless initial here _____.

This document consists of a Postage Meter Rental Agreement and an Online Services and Software Agreement with Quadient. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Rental-Terms-V1-2020), which are also available at www.quadient.com/Rental-Terms-V1-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____	Print Name and Title _____	Date Accepted _____
Accepted by Formax _____		Date Accepted _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: ORDINANCE NO. 02-2024: NEW WATER/SEWER SERVICE RATES

CITY COUNCIL MEETING DATE: 08/05/2024

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other _____

Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST: **SECOND READING AND CONSIDERATION TO ADOPT**

ORDINANCE NO. 02-2024: AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR NEW RATES FOR WATER AND SEWER SERVICE; AND FOR OTHER PURPOSES.

FIRST READING: JULY 15, 2024; SECOND READING AND CONSIDERATION TO ADOPT: AUGUST 5, 2024

HISTORY/ FACTS / ISSUES:

- **MAY 20, 2024: TURNIPSEED ENGINEERS PRESENTED THE RATE STUDY**
 - **JUNE 3, 2024: COUNCIL APPROVED MOVING FORWARD WITH THE RECOMMENDED THREE PHASE INCREASE TO WATER/SEWER RATES**
 - **ORDINANCE NO. 02-2024 IS PHASE ONE**
 - **NEW RATES WILL GO INTO EFFECT SEPTEMBER 1, 2024**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Jacob Barr, Utility Director

Subject Matter: Water/Sewer Rates
 Date of First Reading: July 15, 2024
 Date of Second Reading: August 5, 2024
 Date of Adoption: August 5, 2024 (if adopted)
 Effective Date: September 1, 2024 (if adopted)

ORDINANCE NO. 02-2024

AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR NEW RATES FOR WATER AND SEWER SERVICE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and City Council desire to amend the fee schedule associated with water and sewer service; and

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

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

SECTION 1.

Section 2-110 of Chapter 2, Article IV of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing existing subsection 2-110(7)(a) and replacing it in its entirety with a new subsection 2-110(7)(a) as follows:

(7) WATER/SEWER (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)	\$23.79
1,501 - 5,000, per 1,000 gallons	\$5.67
5,001 - 10,000, per 1,000 gallons	\$5.97
>10,000, per 1,000 gallons	\$6.23
14-22(a). Commercial/industrial water service rates, within corporate limits:	
0 – 1,500 gallon users, minimum (base charge)	\$35.12
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50

>10,000, per 1,000 gallons	\$9.06
14-22(a). Residential water service rates, outside corporate limits	
0 - 1,500 gallons, minimum (base charge)	\$35.12
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50
>10,000, per 1,000 gallons	\$9.06
14-22(a). Commercial/industrial water service rates, outside corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$47.59
1,501 - 5,000, per 1,000 gallons	\$7.93
5,001 - 10,000, per 1,000 gallons	\$8.50
>10,000, per 1,000 gallons	\$9.06
14-22(b). Residential sewer service rates, within corporate limits:	
0 - 1,500 gallons, minimum (base charge)	\$34.66
1,501 - 5,000, per 1,000 gallons	\$9.71
5,001 - 10,000, per 1,000 gallons	\$11.09
>10,000, per 1,000 gallons	\$12.48
14-22(b). Commercial/industrial sewer service rates, within corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$83.16
1,501 - 5,000, per 1,000 gallons	\$11.78
5,001 - 10,000, per 1,000 gallons	\$13.16
>10,000, per 1,000 gallons	\$14.56
14-22(b). Residential sewer service rates, outside corporate limits:	
0 - 1,500 gallons, minimum (base charge)	\$51.97
1,501 - 5,000, per 1,000 gallons	\$11.78

5,001 - 10,000, per 1,000 gallons	\$13.16
>10,000, per 1,000 gallons	\$14.56
14-22(b). Commercial/industrial sewer service rates, outside corporate limits:	
0 - 1,500 gallon users, minimum (base charge)	\$103.96
1,501 - 5,000, per 1,000 gallons	\$13.86
5,001 - 10,000, per 1,000 gallons	\$15.25
>10,000, per 1,000 gallons	\$16.63
14-22(c). Bulk water purchase from city water plant by truck or portable device	
Per every 1,000 gallons, or any portion thereof	\$11.00
14-23(a). Water service connection fees (times the number of connections desired):	
¾ inch (irrigation only)	\$1,000.00
¾ inch, (only be available for residential purposes appropriate to the anticipated usage)	\$4,400.00
1 inch (irrigation only)	\$2,000.00
1 inch	\$6,050.00
1½ inches	\$9,350.00+
2 inches	\$14,300.00+
3 inches	\$28,050.00+
4 inches	\$44,550.00+
6 inches	\$66,550.00+
8 inches	\$99,550.00
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)	\$4,000.00
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)	\$5,775.00
1 inch	\$7,975.00
1½ inches	\$11,000.00
2 inches	\$19,800.00
3 inches	\$33,550.00
4 inches	\$55,550.00
6 inches	\$83,050.00
8 inches	\$116,050.00
14-23(c). Reconnection Fee, per occurrence	\$100.00
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
14-24(a)(I). Late fee for non-payment of water, sewer, and/or garbage bill within 20 days of bill date	\$10.00
Theft of water/services/unauthorized use of water or water infrastructure.	Up to \$1000.00 per violation.

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 September 1, 2024 , the public good demanding the same.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this _____ day of _____, 2024.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____

John Walden, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

Sandy Sawyer, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: ZA C2400125

CITY COUNCIL MEETING DATE: 08/05/2024

PURPOSE FOR REQUEST:

DAVIS ENGINEERING & SURVEYING HAS PETITIONED A ZONING AMENDMENT FOR TMP D03 014 AND 092B 011; LOCATED AT 401 HWY 9 NORTH FROM HB (HIGHWAY BUSINESS) AND LI (LIGHT INDUSTRIAL) TO R-6 (MULTIPLE-FAMILY RESIDENTIAL). PUBLIC HEARING DATES: PLANNING COMMISSION ON MONDAY, JUNE 10, 2024, AND CITY COUNCIL MONDAY, JUNE 17, 2024. CITY COUNCIL FOR A DECISION ON MONDAY, JULY 15, 2024. **DECISION TABLED TO AUGUST 5, 2024.**

HISTORY/ FACTS / ISSUES:

- Planning Commission approved the rezoning with the following conditions
 1. Install privacy fence along the property lines of lots 1-25
 2. Install privacy fence and a planted buffer along the adjacent property of TMP D03 015
 3. Install a planted buffer along Northwest LL 441
 4. Install brick and/or rock water table façade on the front of the townhomes
 5. Entrance monument shall be the same brick and/or rock material
 6. Townhomes shall be a minimum of 1,600 sq feet heated floor space
- 25 two-story Townhomes
- Minimum 2,100 square footage per unit with garage
- 4.68 acres with density of 5.34 units with garage
- The development will require a driveway permit through the Georgia Department of Transportation (GDOT)
- The 2023 Comprehensive Plan Character Map has this area as the Gateway Corridor and Residential –
(Gateway Corridors Description: This is the area immediately outside of Central Dawsonville that features a mix of uses, including modern subdivisions and shopping centers, and is most often characterized by the transition from downtown to more rural Dawson County. Its designation is both the result of this need to transition between extreme densities and the desire to strengthen the urbanized core of Central Dawsonville. As development in this area will comprise mostly of residential uses and smaller-scale commercial activities, it has been designated Urban Neighborhood. As implied, the scale and form of new development should complement (not necessarily be equal to) that found in Central Dawsonville, particularly with regards to the density of land use, size of blocks and capacity for pedestrian accessibility. Streets should maintain connectivity, especially downtown, and properties should limit frontage parking areas. Residential uses may include subdivisions, but these should minimize cul-de-sacs, feature multiple access points, and emphasize connectivity with the city. Heavier commercial and public activity centers may be reserved for key nodal locations, at the intersection of arterial roadways. This would maximize the infrastructure while preserving the traffic flow, minimizing the number of curb cuts along arterials or traffic flow on collector roads.

- The Utilities Department has confirmed that currently there is enough capacity for sewage treatment; remaining capacity is available on a first come-first serve basis.

OPTIONS: PUBLIC HEARING

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Ron Haynie, Planning Director



CITY OF DAWSONVILLE

PLANNING STAFF REPORT

APPLICANT:Davis Engineering & Surveying

AMENDMENT #.....ZA C2400125

REQUESTRezoning request from Highway Business (HB) & Light Industrial (LI) to Residential Multiple-Family (R-6)

CURRENT ZONINGHighway Business (HB) & Light Industrial (LI)

SIZE.....+/- 4.68 acres

LOCATION401 Hwy 9 North

TAX PARCELD03 014 & 092B 011

PLANNING COMMISSION PUBLIC HEARING DATE...Monday, June 10, 2024 – *Approved w/conditions*

CITY COUNCIL DATE PUBLIC HEARING DATE.....Monday June 17, 2024

APPLICANT PROPOSAL

The applicant is seeking a rezoning request from Highway Business (HB) and Light Industrial (LI) to Residential Multiple-Family (R-6). The proposed development will consist of two-story townhomes with garages. The conceptual plan includes 25 lots.

SURROUNDING PROPERTIES

<i>Adjacent Land Uses</i>	<i>Existing zoning</i>	<i>Existing Use</i>
North	R-3	Single Family Residential
South	INST & HB	Institutional & Commercial
East	HB & R-1	Commercial & Residential
West	R-6	Multiple-Family Residential

HISTORY

This 4.68-acre site is currently developed with one dwelling that is vacant for several years and will be demolished, while the remaining property is undeveloped. Parcels to the North and Northwest are zoned R-3 Single-Family Residential and parcel to the Southwest is zoned R-6 Residential Multiple-Family and is currently being developed with townhomes. Parcels to the Southeast are zoned Highway Business (HB) with existing residences.

ANALYSIS

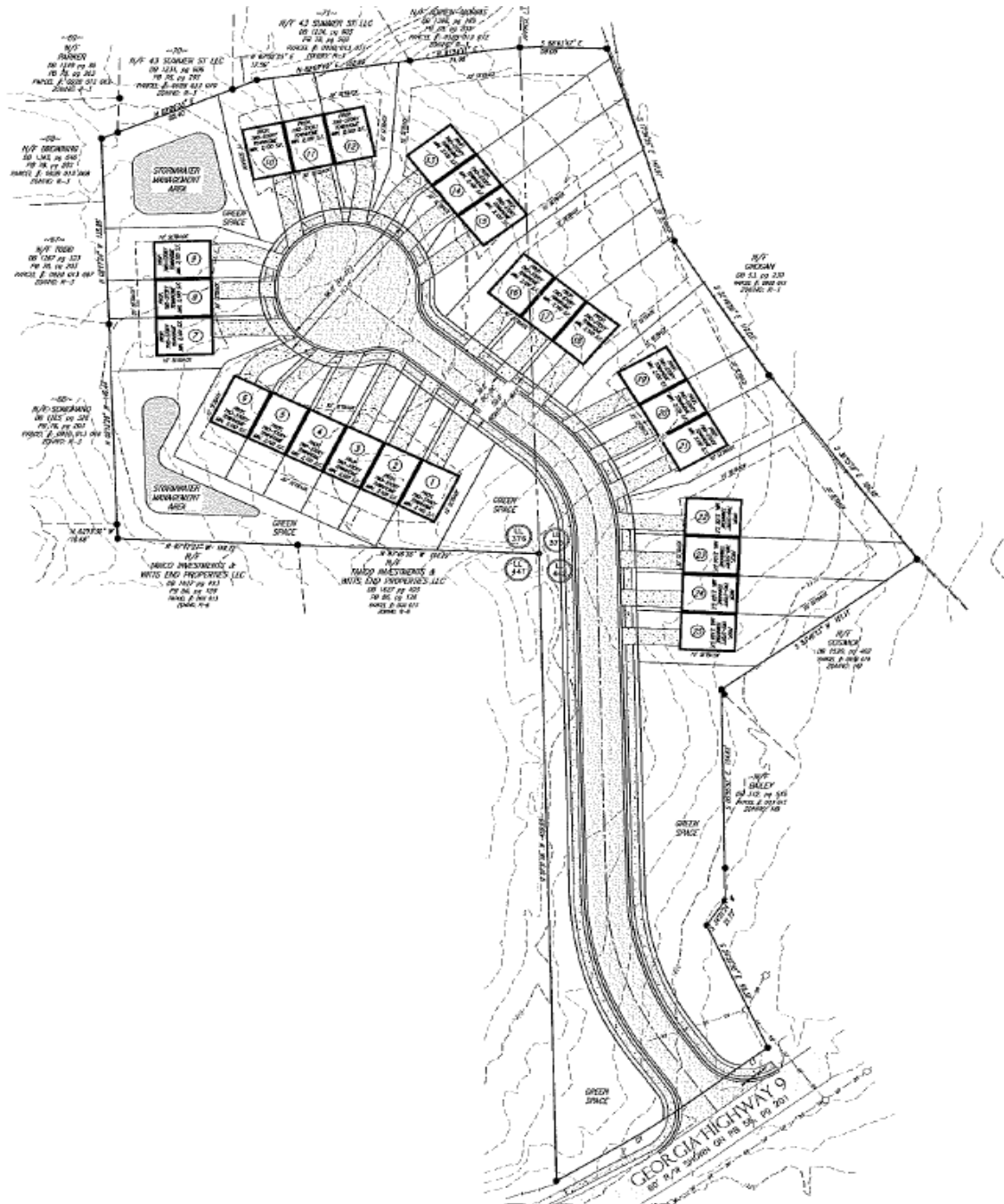
- The Planning Commission approved the rezoning request to R-6 Multiple-Family with the conditions recommended by the Planning Department:
 - 1) Install privacy fence along the property lines of lots 1 – 25
 - 2) Install privacy fence and a planted buffer along TMP D03 015
 - 3) Install a planted buffer along Northwest LL 441
 - 4) Install brick and/or rock water table façade on the front of the townhomes
 - 5) Entrance monument shall be the same brick and/or rock material
 - 6) Townhomes shall be a minimum of 1,600 sq feet heated floor space
- 25 two-story Townhomes
- 4.68 acres with a density of 5.34 units per acre
- The development will require a driveway permit through the Georgia Department of Transportation (GDOT).
- The 2023 Comprehensive Plan Character Map has this area as the Gateway Corridor and Residential – *(Gateway Corridors Description: This is the area immediately outside of Central Dawsonville that features a mix of uses, including modern subdivisions and shopping centers, and is most often characterized by the transition from downtown to more rural Dawson County. Its designation is both the result of this need to transition between extreme densities and the desire to strengthen the urbanized core of Central Dawsonville. As development in this area will comprise mostly of residential uses and smaller-scale commercial activities, it has been designated Urban Neighborhood. As implied, the scale and form of new development should complement (not necessarily be equal to) that found in Central Dawsonville, particularly with regards to the density of land use, size of blocks and capacity for pedestrian accessibility. Streets should maintain connectivity, especially downtown, and properties should limit frontage parking areas. Residential uses may include subdivisions, but these should minimize cul-de-sacs, feature multiple access points, and emphasize connectivity with the city. Heavier commercial and public activity centers may be reserved for key nodal locations, at the intersection of arterial roadways. This would maximize the infrastructure while preserving the traffic flow, minimizing the number of curb cuts along arterials or traffic flow on collector roads.*
- The Utilities Department has confirmed that currently there is enough capacity for sewage treatment; remaining capacity is available on a first come-first serve basis.

RECOMMENDATIONS

Should the Mayor and City Council choose to approve the R-6 rezoning for this project, the following conditions are recommended by the Planning Department:

1. Install privacy fence along the property lines of lots 1 – 25
2. Install privacy fence and a planted buffer along TMP D03 015
3. Install a planted buffer along Northwest LL 441
4. Install brick and/or rock water table façade on the front of the townhomes
5. Entrance monument shall be the same brick and/or rock material
6. Townhomes shall be a minimum of 1,600 sq feet heated floor space

SITE PLAN



E

-LEGEND-

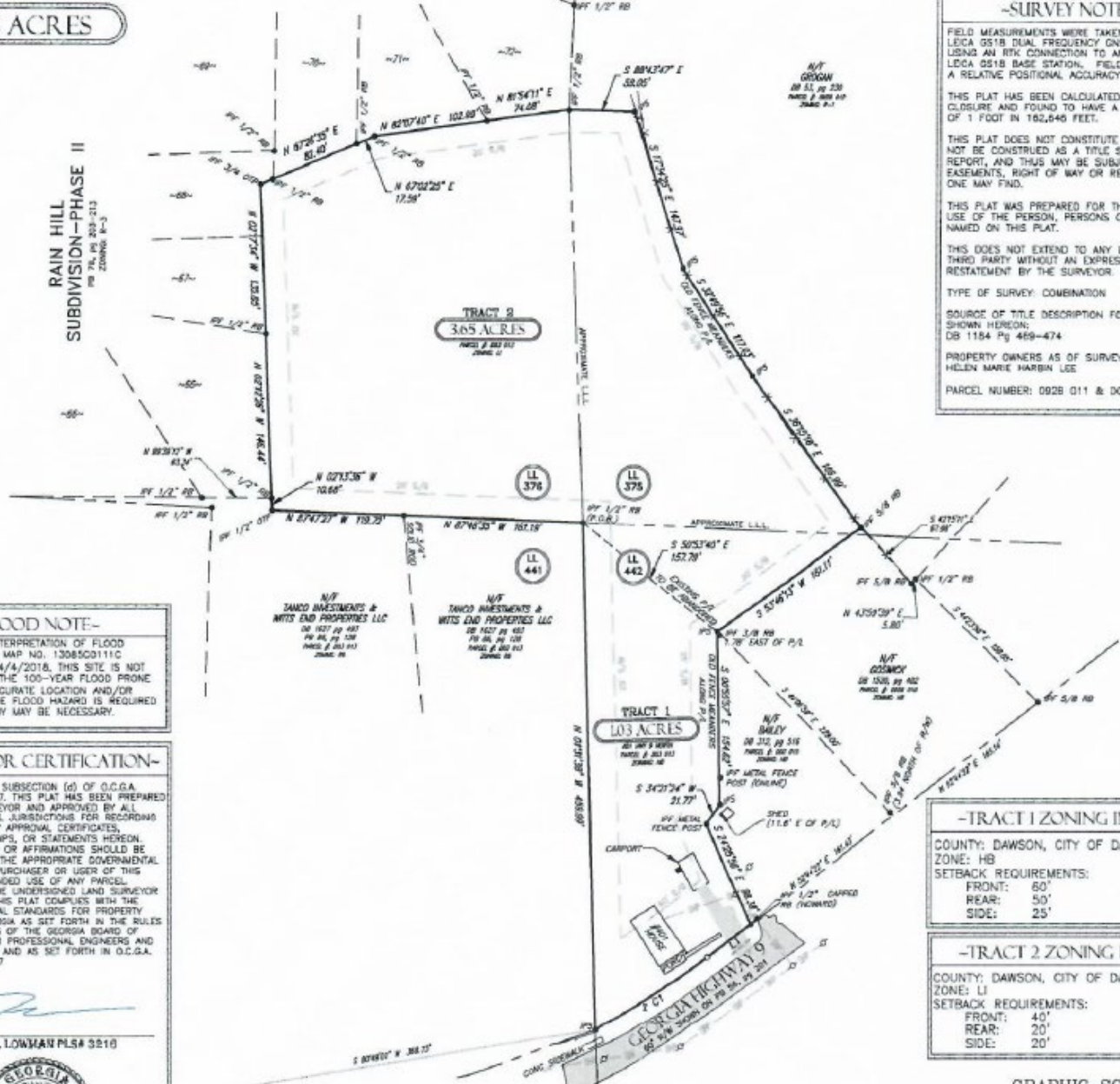
○ CALCULATED POSITION	RB REBAR
● IRVEN PIN FOUND/SET (P/P)	SR SOLID ROD
○ MOVEMENT	OCB OUTLET CONTROL STRUCTURE
C/L CENTERLINE	CPB CORRUGATED PLASTIC PIPE
DB DUMPED TOP PIPE	D GRATE INLET
DB DEED BOOK	DI DROP INLET
N/P NOW OR FORMERLY	○ SANITARY SUMPT UNWELLS (S/UW)
OTP OPEN TOP PIPE	XX LIGHTPOLE CLEAROUT
PT PLAT BOOK	○ (ALL ARE 1/2" RD "CAPPED" UNLESS OTHERWISE LABELLED)
PL PLAT	--- ADJOINER
P/L PROPERTY LINE	--- LAND LOT LINE (L.L.L.)
☒ TELEPHONE P.D. (T.P.)	--- RIGHT OF WAY (R/W)
☒ FIRE HYDRANT (FH)	--- FENCE
☒ WATER METER (WM)	--- OVERHEAD POWER
☒ WATER VALVE (WV)	
☒ POWER BOX (PBX)	
☒ POWER POLE (PP)	



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

TOTAL AREA
4.68 ACRES

RAIN HILL SUBDIVISION-PHASE II
PB 78, PG 203-213
ZONING: R3



-SURVEY NOTES-

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA GS18 DUAL FREQUENCY GNSS RECEIVER, USING AN RTK CONNECTION TO AN ON SITE LEICA GS18 BASE STATION. FIELD DATA HAS A RELATIVE POSITIONAL ACCURACY OF 0.1".

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 162,846 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THIS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT.

THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: COMBINATION

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
DB 1154 Pg 469-474

PROPERTY OWNERS AS OF SURVEY DATE:
HELEN MARIE HARBIN LEE

PARCEL NUMBER: 0028 011 & 003 014

-FLOOD NOTE-

BASED ON AN INTERPRETATION OF FLOOD INSURANCE RATE MAP NO. 1308500111C EFFECTIVE DATE 4/4/2016, THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA. IF THE ACCURATE LOCATION AND/OR ELEVATION OF THE FLOOD HAZARD IS REQUIRED A DETAILED STUDY MAY BE NECESSARY.

-SURVEYOR CERTIFICATION-

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DUSTY L. LOWMAN PLS# 35210

-TRACT 1 ZONING INFO-

COUNTY: DAWSON, CITY OF DAWSONVILLE
ZONE: HB
SETBACK REQUIREMENTS:
FRONT: 60'
REAR: 50'
SIDE: 25'

-TRACT 2 ZONING INFO-

COUNTY: DAWSON, CITY OF DAWSONVILLE
ZONE: LI
SETBACK REQUIREMENTS:
FRONT: 40'
REAR: 20'
SIDE: 25'

CONCEPT DRAWING

**401 HWY 9 NORTH
BUILDING A
(SLAB)
LOT 19 / LOT 20/ LOT 21**

**DAVID
PATTERSON
HOMES**

© 2024, ALL RIGHTS RESERVED

**PROJECT NAME:
401 HWY 9 NORTH
3-PLEX
LOT 19/LOT 20/LOT 21**



REVIEWS:

No.	DATE	DESCRIPTION
#	06-24-24	3-PLEX - BUILDING A

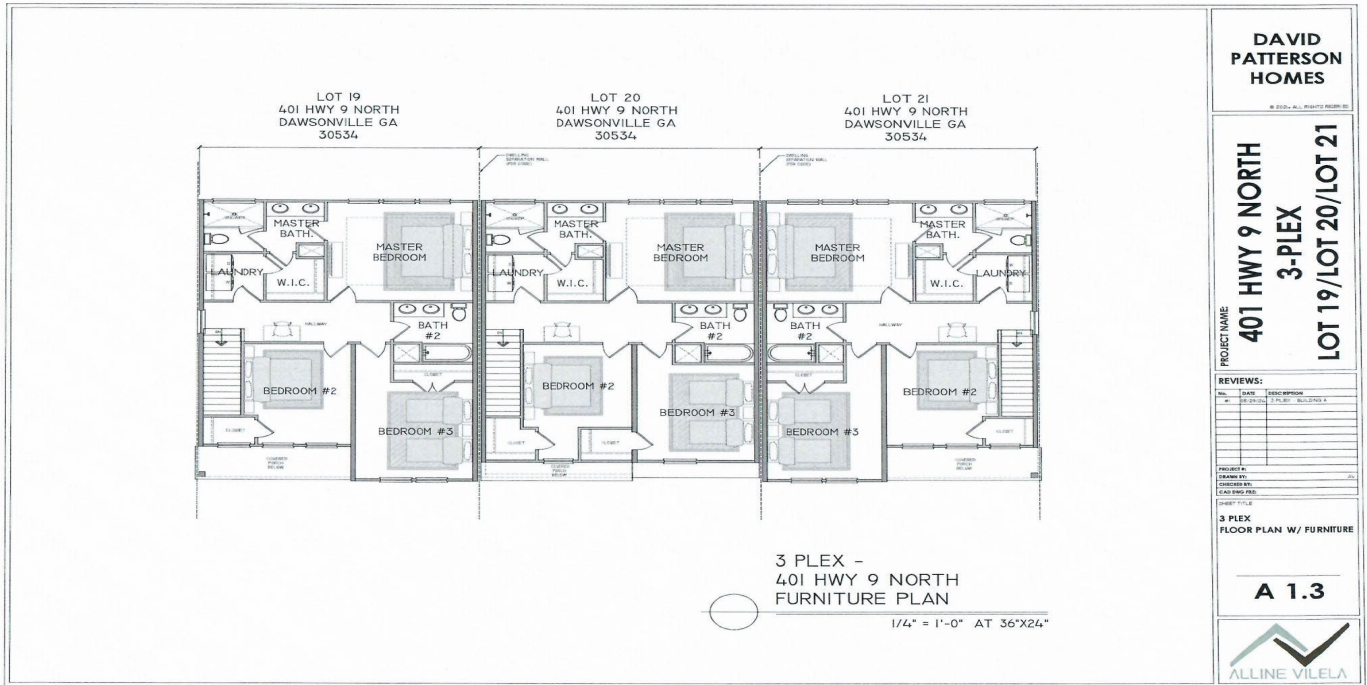
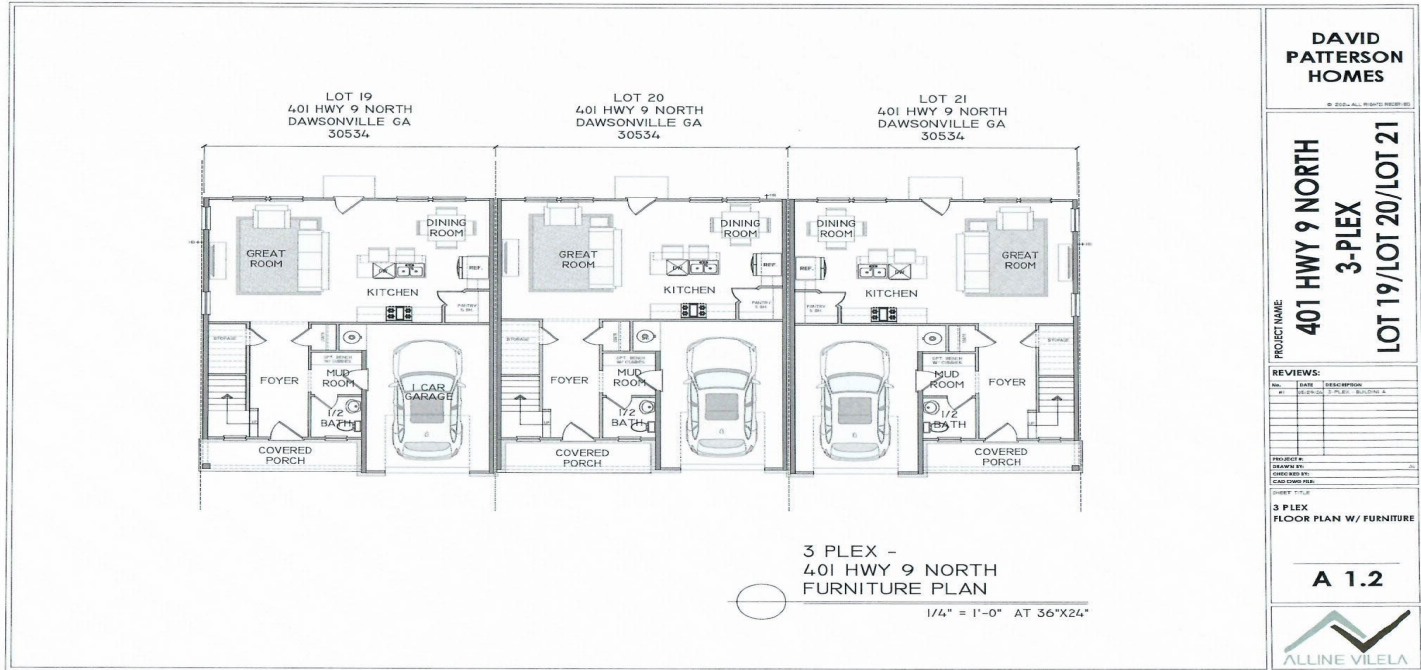
PROJECT #:
DRAWN BY:
CHECKED BY:
CAD DWG FILE:

SHEET TITLE:
COVER SHEET

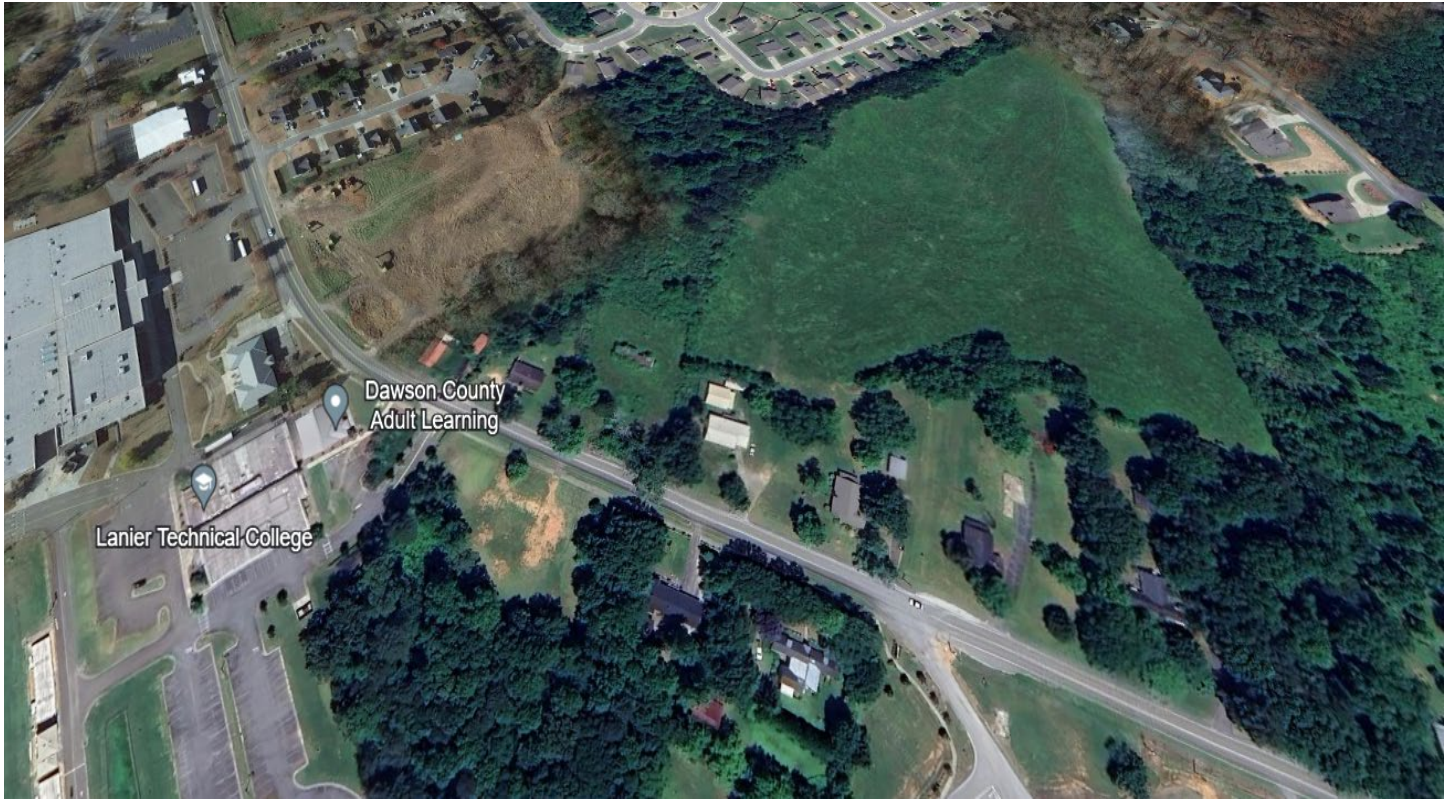
C.1



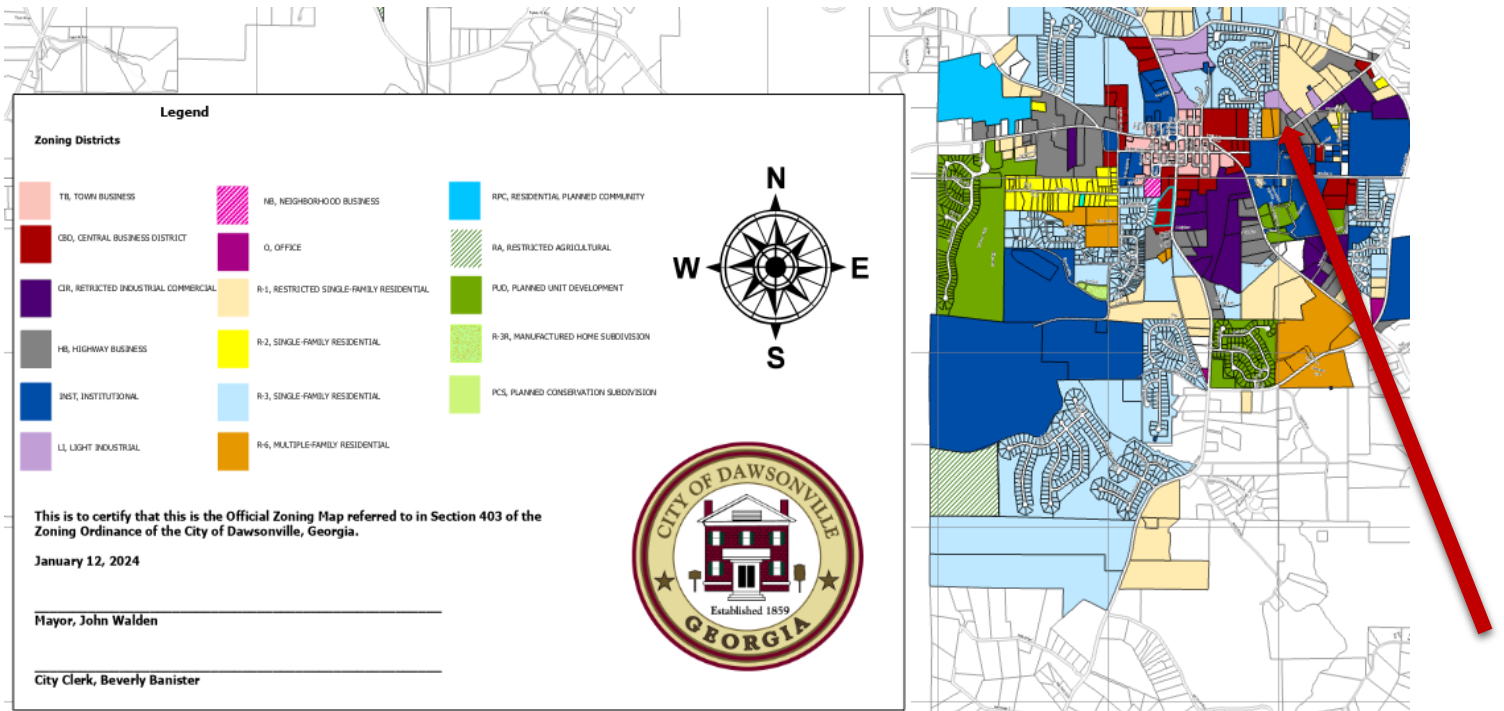
DRAWING INDEX	CURRENT CODES	PROJECT INFO
<p>C.1 - COVER SHEET</p> <p>A.1.0 - PERIMETER PLAN A.1.1 - SLAB PLAN A.1.2 - FIRST FLOOR PLAN - FURNITURE A.1.3 - SECOND FLOOR PLAN - FURNITURE A.1.4 - ROOF PLAN A.1.5 - ELEVATIONS A.1.6 - ELEVATIONS A.1.7 - SECTIONS</p> <p>U2.1.0 - LOT 19 - SQUARE FOOTAGE U2.1.1 - LOT 19 - FRAMING PLAN U2.1.2 - LOT 19 - ELECTRICAL PLAN</p> <p>U2.2.0 - LOT 20 - SQUARE FOOTAGE U2.2.1 - LOT 20 - FRAMING PLAN U2.2.2 - LOT 20 - ELECTRICAL PLAN</p> <p>U3.1.0 - LOT 21 - SQUARE FOOTAGE U3.1.1 - LOT 21 - FRAMING PLAN U3.1.2 - LOT 21 - ELECTRICAL PLAN</p> <p>TOTAL OF SHEETS: 8</p>	<p>INTERNATIONAL BUILDING CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS</p> <p>INTERNATIONAL PLUMBING CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS INTERNATIONAL MECHANICAL CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS INTERNATIONAL FUEL GAS CODE - 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS INTERNATIONAL ENERGY CONSERVATION CODE - 2015 EDITION WITH 2020 GEORGIA STATE AMENDMENTS INTERNATIONAL FIRE CODE - 2018 EDITION WITH GEORGIA STATE AMENDMENTS INTERNATIONAL SWIMMING POOL AND SPA CODE - 2018 WITH 2020 GEORGIA STATE AMENDMENTS NFPA NATIONAL ELECTRICAL CODE - 2017 EDITION</p> <p>BUILDING DATA</p> <p>CONSTRUCTION TYPE: V-B SPRINKLERS: NO STANDPIPES: NO FIRE DISTRICT: NO BUILDING HEIGHT: STORIES: 2 FLOOD HAZARD: NO</p>	<p><u>TOWNHOME RESIDENTIAL PROJECT</u></p> <p>NAME OF PROJECT: 401 HWY 9 NORTH - BUILDING A</p> <p>ADDRESSES: LOT-19: LOT-20: LOT-21:</p> <p>PROPOSED USE: TOWNHOME DWELLINGS OWNER: PRIVATE CODE ENFORCEMENT JURISDICTION:</p> <p>BUILDER:</p> <p>CONTACT: DAVID PATTERSON HOMES PHONE: EMAIL:</p>



PICTURE OF PROPERTY



CURRENT ZONING MAP





City of Dawsonville

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
(706) 265-3256

**Zoning Amendment
Application**

Application#: 2A - C2400125

Applicant Name(s): Davis Engineering & Surveying

Address: 24 Dawson Village Way South City: Dawsonville Zip: 30534

Cell Phone: [REDACTED] Email: [REDACTED]

Signature(s) Rachel Burton Date 5/8/2024

Property Address: 401 Hwy 9 North

Directions to Property from City Hall: From City Hall take Hwy 53 W, right onto Hwy 9 N. Subject property will be on your left.

Tax Map Parcel #: D03-014 & 092B-011 Current Zoning: HB & LI

Land Lot(s): 376, 375, 442 District: 4th Section: 1st

Subdivision Name: _____ Lot# 28 max.

Acres: 4.68 Current use of property: Residential and undeveloped

Has a past request of Rezone of this property been made before? _____ If yes, provide ZA# _____

The applicant request:

Rezoning to Zoning category: R-6 MFR Conditional Use permit for: _____

Proposed use of property if rezoned: Townhouse Development

Residential # of lots proposed: 28 max. Minimum lot size proposed 28'x100' (Include Conceptual Plan)

Amenity area proposed No, if yes, what _____

If Commercial: total building area proposed: _____ (Include Conceptual Plan)

Utilities:(utilities readily available at the road frontage): Water Sewer Electric Natural Gas

Proposed Utilities:(utilities developer intends to provide) Water Sewer Electric Natural Gas

Road Access/Proposed Access: (Access to the development/area will be provided from)

Road name: Hwy. 9 Type of Surface: Asphalt

- ◆ Failure to complete all sections will result in rejection of application and unnecessary delays.
- ◆ I understand that failure to appear at a public hearing may result in the postponement or denial of this application.

Rachel Burton
Signature of Applicant

5-8-24
Date

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ CK Cash CC
Date of Planning Commission Meeting:	Dates Advertised:
Date of City Council Meeting:	Rescheduled for next Meeting:
Date of City Council Meeting:	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

RECEIVED
MAY 08 2024
Stt
revised 01.31.2023

Property Owner Authorization

I / We Rex E Gravit hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 401 Hwy. 9 N., TMPs D03-014 & 092B-011 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Rex E Gravit
Signature of Applicant or Agent Rex E Gravit Date 5-8-24
Mailing Address 2415 State Bain Rd Suite 103
City Cumming State Ga Zip 30040

Sworn and subscribed before me on this

8th day of May 2024

Jessica Claire Pearson
Notary Public, State of Georgia

My Commission Expires: 1/19/2027



Notary Seal

Property Owner Authorization

I / We Kevir K Tanner hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 401 Hwy. 9 N., TMPs D03-014 & 092B-011 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent _____ Kevir K Tanner
Signature of Applicant or Agent Kevir K Tanner Date 5-8-24
Mailing Address PO Box 1885 Dawsonville Ga 30534
City _____ State _____ Zip _____

Sworn and subscribed before me on this
8th day of May 2024

Jessica Claire Pearson
Notary Public, State of Georgia

My Commission Expires: 1/19/2027





DAVIS ENGINEERING
& SURVEYING

Est. 2009

CIVIL ENGINEERING | LAND SURVEYING | CONSTRUCTION LAYOUT

May 8, 2024

City of Dawsonville Planning & Zoning Department
415 Highway 53 East, Suite 100
Dawsonville, GA 30534

RE: Letter of Intent – Rezoning Application for TMPs D03-014 and 092B-011

To whom it may concern:

Davis Engineering & Surveying has prepared the enclosed plan for Tanco Investments, LLC. This project is located off Highway 9 North within the City of Dawsonville parcels D03-014 and 092B-011. This 4.68 acre site is currently developed with one residence that is proposed to be demolished while the remainder of the property is undeveloped. The proposed development consists of the construction of two-story townhomes (min. 2,100 S.F./unit) with garages and concrete driveways. The development will have an asphalt road, concrete sidewalks, necessary stormwater management ponds, and landscaping to meet City ordinance requirements.

The current zoning for these parcels is Highway Business and Light Industrial. The rezoning request is for Residential Multi-family (R-6). The proposed density requested for this development is 6 units/acre per the zoning district. The conceptual plan includes 25 lots, however potential reconfiguring during the construction document phase could allow for additional lots. The development will require a driveway permit through the Georgia Department of Transportation.

The parcels to the north and northwest are zoned R-3 Single Family Residential and have residential homes. The parcels to the southwest are zoned R-6 Residential Multi-family with a proposed townhome development under construction. The parcel to the northeast is zoned R-1 Restricted Single Family Residential and has an existing residence on the property. The parcels to the southeast are zoned HB Highway Business with existing residences on the parcels as well.

The 2023 Dawsonville Comprehensive Plan shows the subject property as Residential (092B-011) and Gateway Corridors (D03-014).

Water, sanitary sewer, gas, and electricity providers are currently available to the subject property. The impact to the existing utilities will be consistent with the area.

If you have any questions regarding this project, please contact our office at 706-265-1234.

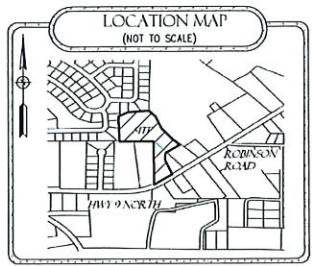
Thank you,

Rachel Burton, PLA

Davis Engineering & Surveying, LLC | 24 Dawson Village Way S | Dawsonville, GA 30534
Ph: 706.265.1234 | Web: www.DavisEngineers.com

-LEGEND-

- CALCULATED POSITION
- IRON PIN FOUND/SET (PF/IPS)
- ⊗ MONUMENT CENTERLINE
- C/L CENTERLINE
- CRP CRIMPED TOP PIPE
- DR DEED BOOK
- N/W OR FORWELLY
- OTP OPEN TOP PIPE
- PLB PLAT BOOK
- PG PAGE
- P/L PROPERTY LINE
- ⊗ TELEPHONE PED. (T.P.)
- ⊗ FIRE HYDRANT (FH)
- ⊗ WATER METER (WM)
- ⊗ WATER VALVE (WV)
- ⊗ POWER BOX (PBX)
- ⊗ POWER POLE (PP)
- RB REBAR
- SR SOLID ROD
- STRUCTURE
- OCB CORRUGATED PLASTIC PIPE
- GI GRATE INLET
- DI DROP INLET
- ⊗ SANITARY SEWER MANHOLE (SSMH)
- ⊗ CLEAFOUT
- ⊗ LIGHTPOLE
- (ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED)
- ADJ ADJONER
- LL LAND LOT LINE (L.L.L.)
- ⊗ RIGHT OF WAY (R/W)
- ⊗ FENCE
- ⊗ OVERHEAD POWER



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

TOTAL AREA
4.68 ACRES

RAIN HILL SUBDIVISION—PHASE II
PB 78, pg 203-213
ZONING: R-3

RAIN HILL SUBDIVISION—PHASE II
PB 78, pg 203-213
ZONING: R-3

TRACT 2
3.65 ACRES

TRACT 1
1.03 ACRES

-SURVEY NOTES-

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA GS18 DUAL FREQUENCY GNSS RECEIVER, USING AN RTK CONNECTION TO AN ON SITE LEICA CS18 BASE STATION. FIELD DATA HAS A RELATIVE POSITIONAL ACCURACY OF 0.1".

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 162,646 FEET.

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THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT.

THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: COMBINATION

SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
DB 1184 Pg 469-474

PROPERTY OWNERS AS OF SURVEY DATE:
HELEN MARIE HARBIN LEE

PARCEL NUMBER: 092B 011 & D03 014

-FLOOD NOTE-

BASED ON AN INTERPRETATION OF FLOOD INSURANCE RATE MAP NO. 130850011C EFFECTIVE DATE 4/4/2018, THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA. IF THE ACCURATE LOCATION AND/OR ELEVATION OF THE FLOOD HAZARD IS REQUIRED A DETAILED STUDY MAY BE NECESSARY.

-SURVEYOR CERTIFICATION-

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

DUSTY L. LOWMAN PLS# 3216



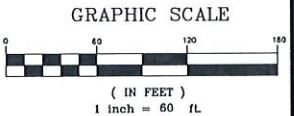
NOTE: THE PURPOSE OF THIS SURVEY IS TO COMBINE PARCEL # D03-014 & PARCEL # 092B-011 INTO A SINGLE TAX PARCEL

-TRACT 1 ZONING INFO-

COUNTY: DAWSON, CITY OF DAWSONVILLE
ZONE: HB
SETBACK REQUIREMENTS:
FRONT: 60'
REAR: 50'
SIDE: 25'

-TRACT 2 ZONING INFO-

COUNTY: DAWSON, CITY OF DAWSONVILLE
ZONE: LI
SETBACK REQUIREMENTS:
FRONT: 40'
REAR: 20'
SIDE: 20'



LINK	BEARING	DISTANCE		
LL1	S 27°39'04" W	56.13		
CHORD	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CT	93.678	121.90	S 36°15'50" W	121.82

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

SHEET NO.
1 OF 1

PROJECT NO.
24-121

DRAWN BY: JCM
FIELD CREW: JCM
PLAT DATE: 5/8/24
FIELD DATE: 03/18/24
FILE: 24-121 R

MINOR PLAT FOR:
KEVIN TANNER
LAND LOT 375, 376 & 442
4th DISTRICT, 1st SECTION
CITY OF DAWSONVILLE
DAWSON COUNTY, GEORGIA

PREPARED BY

DES DAVIS
ENGINEERING & SURVEYING

24 DAWSON VILLAGE
WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234

DAVISENGINEERS.COM

IDES
 INGENIERIA & SURTECH
 1501 WALKER STREET, SUITE 100
 DAWSONVILLE, GA 30534
 PHONE: 706.847.3222
 FAX: 706.847.3223
 WWW.IDESGA.COM

DATE	DESCRIPTION

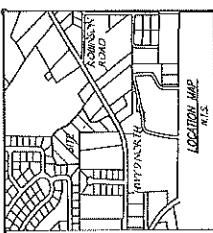
CONCEPT PLAN
 HWY 9 NORTH TORAHONE DEVELOPMENT
 LAND LOTS 325, 326 & 442
 41A DISTRICT, 1st SECTION
 DAWSON COUNTY, GEORGIA

PROJECT NO. 2024-121
SHEET NO. 1 of 1

DATE: 05/20/24
CITY: DAWSONVILLE
COUNTY: DAWSON
STATE: GEORGIA

DESIGNED BY: JAB
CHECKED BY: JAB
DATE: 05/20/24

SCALE: 1" = 40'

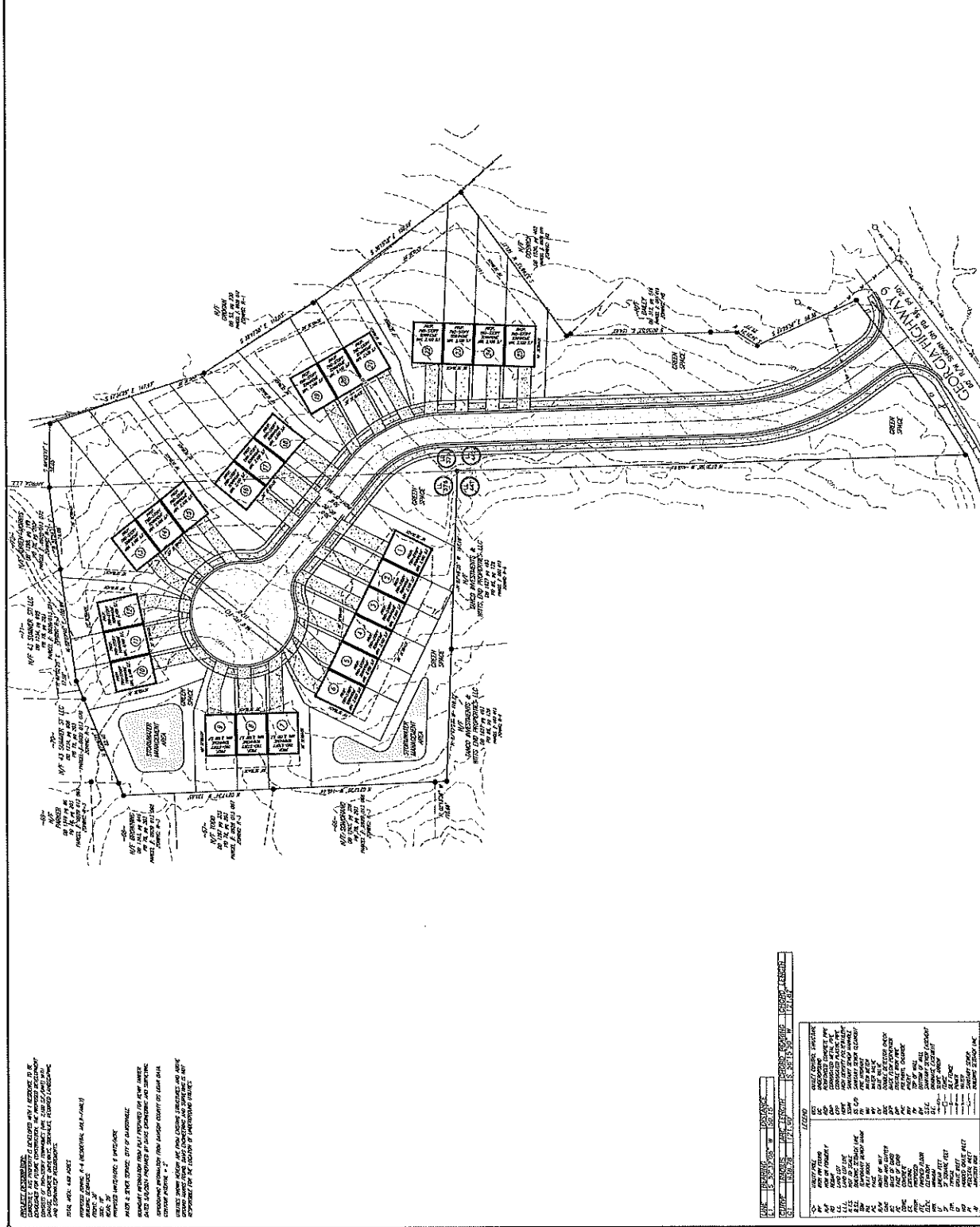
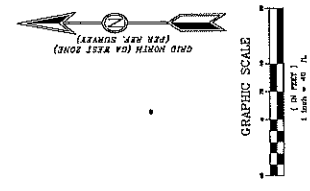


SITE ADDRESS
 401 HWY 9 NORTH
 DAWSONVILLE, GA 30534

PARCEL ID
 DB9-014 & 02B-011

OWNERS
 TANCO INVESTMENTS LLC
 PO BOX 1885
 DAWSONVILLE, GA 30534

24-HOUR CONTACT
 KEVIN TAMM
 (678) 776-8549
 kevintamm@gmail.com



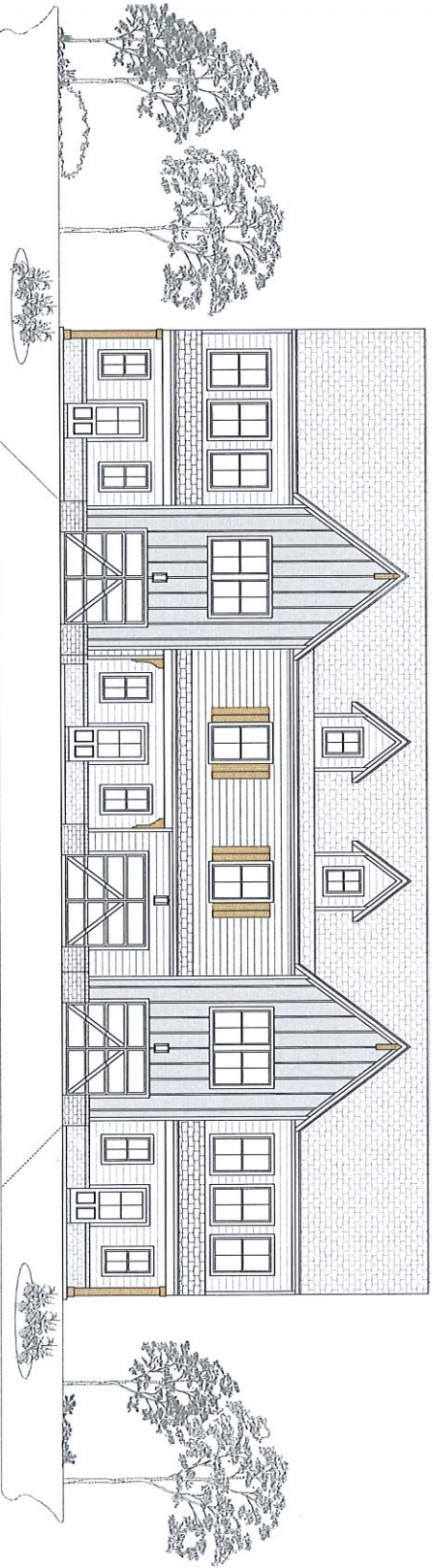
GENERAL NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.

NO.	DESCRIPTION
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REVISIONS:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE SPECIFIED.

401 HWY 9 NORTH BUILDING A (SLAB) LOT 19 / LOT 20/ LOT 21



**DAVID
PATTERSON
HOMES**

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**PROJECT NAME:
401 HWY 9 NORTH
3-PLEX
LOT 19/LOT 20/LOT 21**

REVIEWS:

NO.	DATE	DESCRIPTION
1	02-20-17	3-FLY - BUILDING A

DRAWING INDEX

- C.1 - COVER SHEET
- A.1.0 - PERIMETER PLAN
- A.1.1 - SLAB FLOOR PLAN - FURNITURE
- A.1.2 - SECOND FLOOR PLAN - FURNITURE
- A.1.3 - ROOF PLAN
- A.1.4 - ELEVATIONS
- A.1.5 - SECTIONS
- A.1.6 - LOT 19 - SQUARE FOOTAGE
- U.1.1 - LOT 19 - FRAMING PLAN
- U.1.2 - LOT 19 - ELECTRICAL PLAN
- U.1.3 - LOT 20 - SQUARE FOOTAGE
- U.1.4 - LOT 20 - FRAMING PLAN
- U.1.5 - LOT 20 - ELECTRICAL PLAN
- U.1.6 - LOT 21 - SQUARE FOOTAGE
- U.1.7 - LOT 21 - FRAMING PLAN
- U.1.8 - LOT 21 - ELECTRICAL PLAN

TOTAL OF SHEETS: 18

CURRENT CODES

INTERNATIONAL Building Code - 2018 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Residential Code from One & Two Family Dwellings - 2018 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Plumbing Code - 2018 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Fire Code - 2018 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Fuel Gas Code - 2018 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Energy Conservation Code - 2015 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Mechanical Code - 2015 Edition with 2020 Georgia State Amendments
 INTERNATIONAL Fire Code - 2018 Edition with 2020 Georgia State Amendments
 NFPA National Electrical Code - 2017 Edition

BUILDING DATA

CONSTRUCTION TYPE: V-8
 SPRINKLERS: NO
 STANDPIPES: NO
 FIRE DISTRICT: NO
 BUILDING HEIGHT: 2
 STORIES: 2
 FLOOD HAZARD: NO

PROJECT INFO

TOWNHOME RESIDENTIAL PROJECT
 NAME OF PROJECT: 401 HWY 9 NORTH - BUILDING A
 ADDRESSES:
 LOT-19:
 LOT-20:
 LOT-21:
 PROPOSED USE: TOWNHOME DWELLINGS
 OWNER: PRIVATE
 CODE ENFORCEMENT JURISDICTION:
 BUILDER:
 CONTACT: DAVID PATTERSON HOMES
 PHONE:
 EMAIL:

COVER SHEET

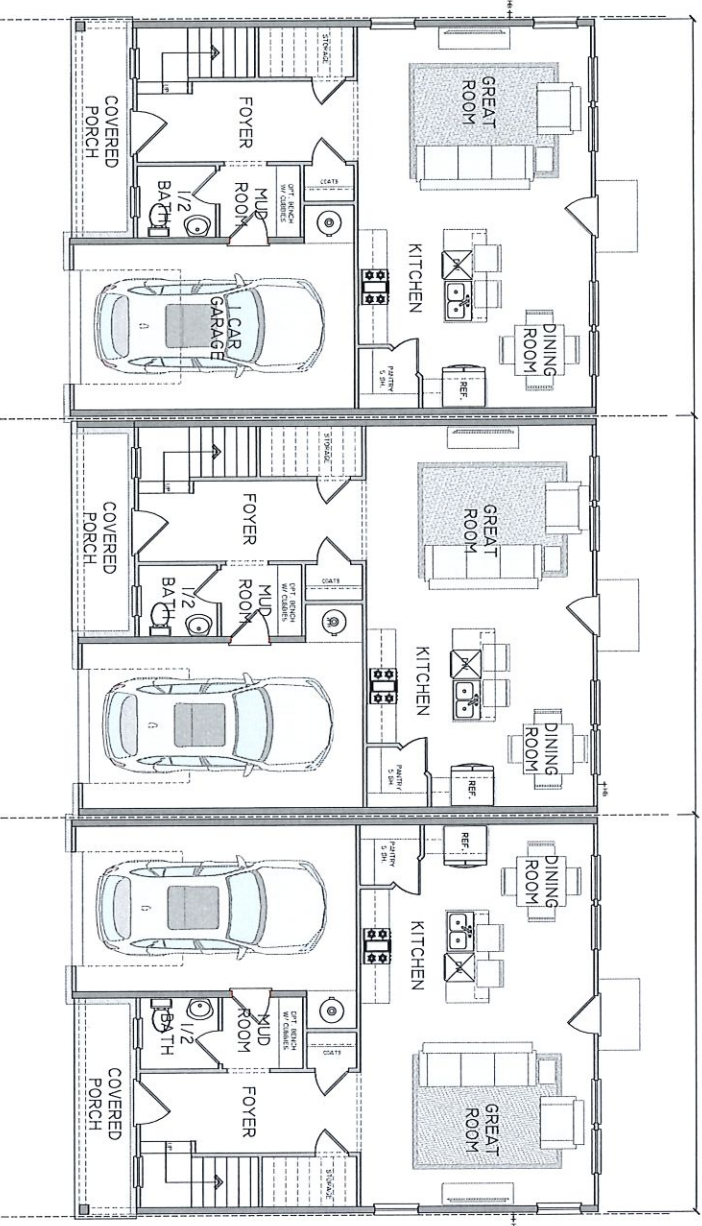
C.1



LOT 19
401 HWY 9 NORTH
DAWSONVILLE GA
30534

LOT 20
401 HWY 9 NORTH
DAWSONVILLE GA
30534

LOT 21
401 HWY 9 NORTH
DAWSONVILLE GA
30534



3 PLEX -
401 HWY 9 NORTH
FURNITURE PLAN

1/4" = 1'-0" AT 36"X24"

DAVID
PATTERSON
HOMES

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PROJECT NAME:
**401 HWY 9 NORTH
3-PLEX
LOT 19/LOT 20/LOT 21**

REVIEWS:

NO.	DATE	DESCRIPTION
1	12-20-11	PERMITS
2	12-20-11	PERMITS
3	12-20-11	PERMITS
4	12-20-11	PERMITS
5	12-20-11	PERMITS
6	12-20-11	PERMITS
7	12-20-11	PERMITS
8	12-20-11	PERMITS
9	12-20-11	PERMITS
10	12-20-11	PERMITS

PROJECT # _____
 CONTRACT # _____
 CADD DRAW TITLE _____

3 PLEX
FLOOR PLAN W/ FURNITURE

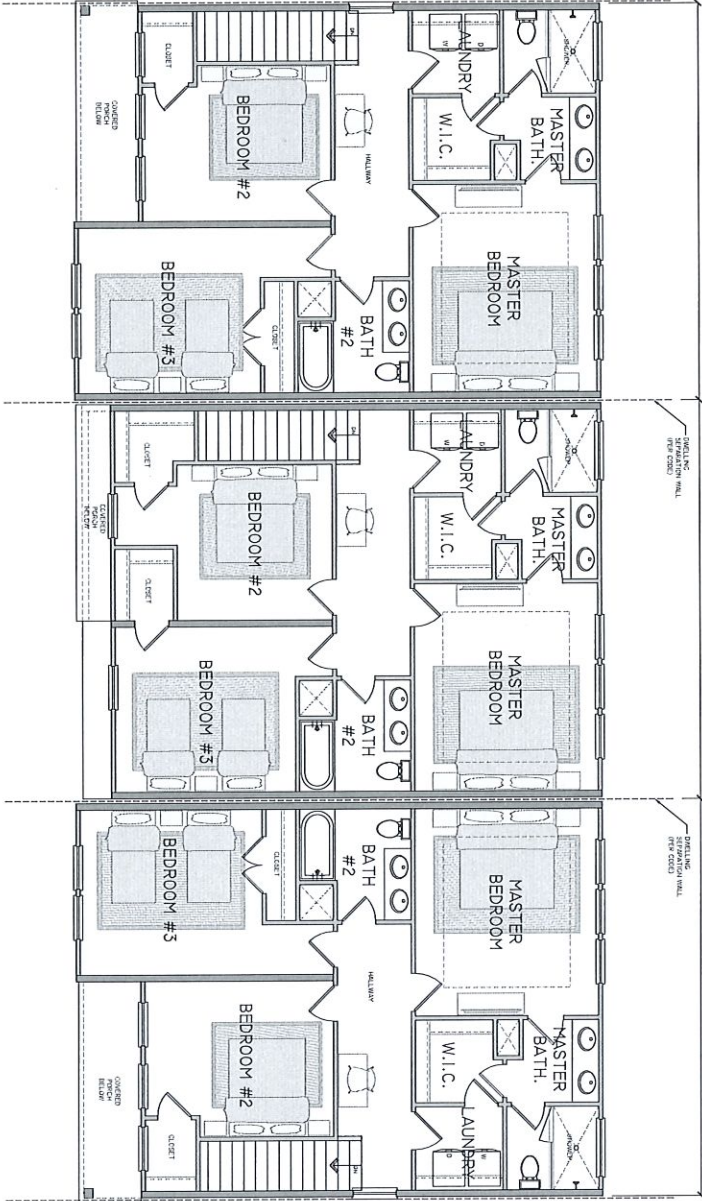
A 1.2



LOT 19
401 HWY 9 NORTH
DAWSONVILLE GA
30534

LOT 20
401 HWY 9 NORTH
DAWSONVILLE GA
30534

LOT 21
401 HWY 9 NORTH
DAWSONVILLE GA
30534



3 PLEX -
401 HWY 9 NORTH
FURNITURE PLAN

1/4" = 1'-0" AT 36"X24"



ALINE VILELA

A 1.3

3 PLEX
FLOOR PLAN W/ FURNITURE

SHEET TITLE

PROJECT #

DRAWN BY

CHECKED BY

CAD DRAWING FILE

DATE

NO.

REVIEWS:

NO.	DATE	DESCRIPTION
1	02/20/24	3-UNIT 3-BUILDING 1

PROJECT NAME:

401 HWY 9 NORTH

3-PLEX

LOT 19/LOT 20/LOT 21

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DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: **BURT CREEK ROAD PAVING PROJECT UPDATE**

CITY COUNCIL MEETING: **08/05/2024**

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other SPLOST VII _____

Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

TO PROVIDE AN UPDATE TO THE BURT CREEK ROAD PAVING PROJECT

EXISTING BASE ON THE ROAD MAY NOT BE THICK ENOUGH. DETERMINATION WILL BE MADE ONCE CONTRACTOR IS ONSITE AND TAKES CORE SAMPLES. ADDITIONAL REQUESTS FOR FUNDING MAY NEED TO BE REQUESTED.

HISTORY/ FACTS / ISSUES

- **SEE ATTACHED IGA REGARDING THE PROJECT – SPECIFICALLY ITEM G FOR CHANGE ORDERS**
- **COUNCIL PREVIOUSLY APPROVED UP TO \$60K TO ALLOW FOR DEEP PATCH OF 2” DEPTH AND 20’ WIDE AS NEEDED FOR THE CITY’S PORTION OF THE ROAD**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Public Works

REQUESTED BY: Trampas Hansard

**STATE OF GEORGIA
COUNTY OF DAWSON**

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

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

THIS AGREEMENT, effective as of May 16, 2024, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

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

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

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

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

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

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

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

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

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

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

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

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

1. **Agreement.**

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

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

- e. **Dawsonville's Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise.
- f. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
- g. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville's jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville's approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection d. hereinabove.
- h. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work, (2) Dawsonville is named as an intended third-party beneficiary of such contract, and (3) the Contractor be required to give notice to the County within a reasonable time after discovering that the actual

contract quantities for the Work within Dawsonville's jurisdiction will exceed the estimated quantities, which notice the County will provide to the City upon receipt.

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

governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

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

14. **Agreement Jointly Drafted by the Parties**. Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

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

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

If to Dawsonville:

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

If to Dawson:

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

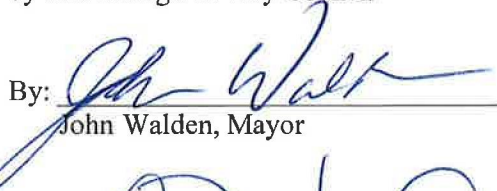
17. **Settlement Agreement Satisfaction**. The Parties hereto agree that Dawson's obligations regarding the repaving of Burt Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked "Exhibit B," including the timing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

(remainder of this page intentionally left blank)

(signature page follows)

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

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

By: 
John Walden, Mayor

Attest: 
Beverly Banister, City Clerk



Approved as to Form


City Attorney

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

By: 
Billy Thurmond, Chairman

Attest: 
Kristen Cloud, County Clerk



Approved as to Form


County Attorney

EXHIBIT A

BID TABULATIONS

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

Base Bid

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

Alternate Bids

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

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

EXHIBIT B

SETTLEMENT AND RELEASE AGREEMENT

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

RECITALS

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

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

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

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

I. NO ADMISSION OF LIABILITY

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

II. COUNTY PROJECTS

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

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

III. IGA FOR PARKING

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

IV. IGA FOR SPLOST

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

V. RELEASE AND DISMISSAL OF LAWSUIT

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

VI. MISCELLANEOUS PROVISIONS

A. Effective Date

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

B. Entire Agreement

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

C. Construction of Agreement

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

D. Authority to Sign

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

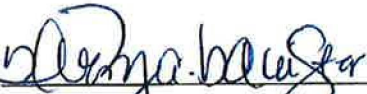
IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

City of Dawsonville, Georgia:



**Mike Eason
Mayor**

Attest: 

Print Name: Beverly A. Banister

Its: City Clerk



Dawson County, Georgia:



**Billy Thurmond
Chairman, Board of Commissioners**

Attest: 

By: Kristen Cloud

Its: County Clerk





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: THUNDER RIDGE SUBDIVISION

CITY COUNCIL MEETING DATE: 08/05/2024

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other _____

Budget Amendment Request from Reserve: _____ Enterprise Fund _____ General Fund

PURPOSE FOR REQUEST:

**CITY ATTORNEY TO PROVIDE INFORMATION REGARDING ONGOING ISSUES WITH
POTENTIAL PURCHASER OF THE UNDEVELOPED PORTION OF THUNDER RIDGE
SUBDIVISION**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney