

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, February 3, 2020**  
**5:00 P.M.**

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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 held January 6, 2020
    - Executive Session held January 6, 2020
    - Special Called Meeting held January 14, 2020
    - Special Called Joint Meeting held January 14, 2020
  - b. Approve Recommended Bid Selection for Modifications to Well 110
  - c. Approve Recommended Bid Selection for Modifications to Water Pollution Control Plant
  - d. Approve 2020 Lease for Dawsonville History Museum
  - e. Approve 2020 Contract Renewal for Asphalt Paving, Patching and Leveling
8. Employee Recognition
9. Downtown Development Authority Appointments
10. Safety Grant Approval and Presentation
11. Crossbridge Community Church
12. 2020 Lease for Dawsonville Moonshine Distillery
13. Budget Amendment – Arched Entryway Sign for Main Street Park Amphitheater
14. Engineering Plan Review Fees
15. Final Plat for Sweetwater Preserves
16. An Ordinance To Provide A Method Of Adopting And Enacting Rules And Regulations Concerning Conduct And Activities At All City Public Parks And Facilities; To Provide For Penalties For Violations Of Same; And For Other Purposes. (First Reading: January 6, 2020; Second Reading and Adoption: February 3, 2020)
17. Resolution to Adopt Parks and Facilities Rules and Regulations
18. Review Draft of Farmer's Market Pavilion Rental Fee Schedule
19. An Ordinance To Amend Subpart B, Chapter 109 Of The Code Of The City Of Dawsonville, Georgia, To Provide Construction Specifications For Unpaved and/or Gravel Roadways Within The City Limits; To Provide For The Acceptance Of Such Unpaved and/or Gravel Roadways Into The City Roadway System; And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)
20. An Ordinance To Provide Updates To Existing Ordinances On Water And Sewer Services By Correcting And Updating Cross-References, To Amend The Penalty Provisions For Violation Of Article Ii And For Other Purposes. (First Reading: February 3, 2020; Second Reading and Adoption: February 17, 2020)
21. Update on Ethics Complaint

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

**ADJOURNMENT**

*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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/03/2020

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting held January 6, 2020**
    - **Executive Session held January 6, 2020**
    - **Special Called Meeting held January 14, 2020**
    - **Special Called Joint Meeting held January 14, 2020**
  - b. **Approve Recommended Bid Selection for Modifications to Well 110**
  - c. **Approve Recommended Bid Selection for Modifications to Water Pollution Control Plant**
  - d. **Approve 2020 Lease for Dawsonville History Museum**
  - e. **Approve 2020 Contract Renewal for Asphalt Paving, Patching and Leveling**
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- REGULAR MEETING HELD JANUARY 6, 2020
  - EXECUTIVE SESSION HELD JANUARY 6, 2020
  - SPECIAL CALLED MEETING HELD JANUARY 14, 2020
  - SPECIAL CALLED JOINT MEETING HELD JANUARY 14, 2020
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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, January 6, 2020**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Dana Miles, City Manager Bob Bolz, City Clerk Beverly Banister, Utilities Director Gary Barr, Public Works Director Trampas Hansard, Planning Director Robbie Irvin and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** Mayor Eason welcomed Councilmember Walden and reminded everyone Council meetings will now start at 5:00 pm and all other commissions and boards will meet at 5:30 pm.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda except for the Executive Session made by M. French; motion dies due to lack of a second.  
  
Motion to remove item #13 from the agenda made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.  
  
Motion to approve the agenda as amended made by S. Tolson; second by C. Phillips. Vote carried two in favor (Tolson, Phillips) with one opposed (French).
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d) made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Work Session and Regular Meeting held December 16, 2019
    - Executive Session held December 16, 2019
  - b. Approve Renewal of 2020 IT Service Contract
  - c. Approve Amendment to Agreement for Farmer's Market Construction Contract
  - d. Approve Bid Selection for Perimeter Road Sidewalk Construction – **Awarded to Jerry Townley Concrete, Inc. in the amount of \$99,628.00**
8. **RECOGNITION OF COUNCILMEMBER POWER:** Mayor and Council presented a plaque to former Councilmember Jason Power and thanked him for his years of service.
9. **EMPLOYEE RECOGNITION:** Mayor and Council presented the December Employee of the Month, Employee of the Fourth Quarter and the 2019 Employee of the Year all awarded to Sara Beacham.

**PUBLIC HEARING**

10. **ANX-C2000032A and ZA-C2000032A:** Sachinkumar Patel has petitioned to annex into the city limits of Dawsonville 5 Acres located at 60 Hwy 136 East and being in Land Lots 193 and 194, 13<sup>th</sup> District, 1<sup>st</sup> Section as shown on a plat prepared by Nathan McClure dated August 1, 2019 and revised October 1, 2019 and recorded in Plat Book 84 on Page 232; with Warranty Deed being recorded on November 8, 2019 in Deed Book 1377 on Page 150. Applicant is also requesting to rezone from County Zoning of RA (Residential Exurban/Agricultural)) to City Zoning of HB (Highway Business). Public Hearing Dates: Planning Commission on December 9, 2019 beginning at 5:30 pm and City Council on December 16, 2019 beginning at 5:30 pm and January 6, 2020 beginning at 5:00 pm.

Motion to open a public hearing made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

Planning Director Irvin read the annexation and zoning request. He stated the Planning Commission recommended approval of the requests with the rezoning to Neighborhood Business not Highway Business and with stipulations.

No one spoke in favor or opposition of the requests.

**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, January 6, 2020**  
**5:00 P.M.**

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Motion to close the public hearing made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

Motion made by C. Phillips to approve the annexation and to approve the zoning to NB (Neighborhood Business) with the following stipulations:

- Twenty-five percent of the trees removed be replaced.
- A 30-foot planted buffer be installed around the perimeter of any development.
- The Planning Department, the Planning Commission and the Mayor and Council shall approve any proposed site plan.
- When development of said parcel occurs a security fence no less than six feet in height shall be erected around any development but shall not be required around the entirety of the parcel unless said development encompasses such.
- Any proposed security lighting shall be full cutoff, downlight only and shall be placed to avoid light spillage onto neighboring properties.

Second by S. Tolson. Vote carried unanimously in favor.

**11. ZA-C2000021:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Postponed by City Council until January 6, 2020.**

**12. ZA-C2000022:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Postponed by City Council until January 6, 2020.**

Motion to open the public hearing for items #11 and #12 made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

Planning Director Irvin read the rezone requests and provided the planning commission and staff report with some suggested stipulations and provided the results of the DRI review.

The following persons spoke in favor of the request:

- Jimmy Jenkins – He spoke in favor of this development and said it would be good to have additional residential homes downtown.
- Tommy Barnes – He provided an overview of the plans to provide a residential development which he believes is the best use of the property.

Motion to extend the public hearing time by ten minutes made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- Chip Pearson – He stated he believes this is a good project for the City and provided reasons why he says this project is in line with the City's comprehensive plan.
- Gordon Pirkle – He stated he is in favor because it will bring more people downtown to help local businesses.

The following persons spoke in opposition of the request:

- Ted Bearden – He believes commercial businesses would be the best use for this property and doesn't believe the residential use follows the City's comprehensive plan. He also has security and traffic concerns.
- James Michael Gaddis – He agrees with Ted Bearden's point of view and has concerns about traffic.

**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, January 6, 2020**  
**5:00 P.M.**

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

Motion to have a Special Called meeting on January 14, 2020 at 4:00 pm and to postpone this decision until that meeting on January 14, 2020 made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

13. Removed from agenda.

**BUSINESS**

14. An Ordinance To Provide A Method Of Adopting And Enacting Rules And Regulations Concerning Conduct And Activities At All City Public Parks And Facilities; To Provide For Penalties For Violations Of Same; And For Other Purposes. (First Reading: January 6, 2020; Second Reading and Adoption: February 3, 2020)

Attorney Miles read the first reading of the ordinance and provided a brief overview.

15. **PARKS AND FACILITIES RULES AND REGULATIONS REVIEW:** Mayor Eason stated these rules and regulations will be presented for approval alongside the ordinance on February 3, 2020; he asked Council to review and provide comments.

16. **GRAVEL ROAD DEVELOPMENT ORDINANCE REVIEW:** Mayor Eason and Attorney Miles gave a brief overview of the ordinance and asked for feedback. The ordinance will be presented at the February 3, 2020 meeting for a first reading.

**EXECUTIVE SESSION**

At 5:59 p.m. a motion to close regular session and go into executive session for Personnel was made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")

At 6:08 p.m. a motion to close executive session and resume regular session was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 6:10 p.m. a motion to adjourn the meeting was made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

\_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, January 6, 2020**  
**5:00 P.M.**

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\_\_\_\_\_  
John Walden, Councilmember Post 3

\_\_\_\_\_  
Mark French, Councilmember Post 4

Attested: \_\_\_\_\_  
Beverly A. Banister, City Clerk

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember Jason Power, Councilmember Caleb Phillips, Councilmember Stephen Tolson, and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on the January 6, 2020.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:59 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);

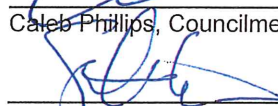
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

Other \_\_\_\_\_ as provided in: \_\_\_\_\_.

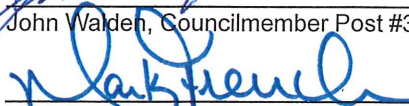
This 6<sup>th</sup> day of January 2020; By the City of Dawsonville, Mayor and Council:

  
\_\_\_\_\_  
Mike Eason, Mayor

  
\_\_\_\_\_  
Caleb Phillips, Councilmember Post #1

  
\_\_\_\_\_  
Stephen Tolson, Councilmember Post #2

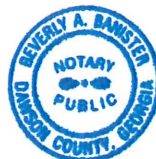
  
\_\_\_\_\_  
John Walden, Councilmember Post #3

  
\_\_\_\_\_  
Mark French, Councilmember Post #4

Sworn to and subscribed before me this  
6 day of January, 2020.

  
\_\_\_\_\_  
Signature, Notary Public

My Commission expires: 02-18, 2020



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



**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, January 14, 2020**  
**4:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 4:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips, City Attorney Paul Mitchell, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Planning Director Robbie Irvin and Human Resource Manager Donna Blanton.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Tolson.
4. **ANNOUNCEMENTS:** None
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:**
  - Chip Pearson – He stated he appreciates the City of Dawsonville and looks forward to working with the City one way or another.
7. **ZA-C2000021:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 and a portion of D04 021 located at 0 Hwy 53 East and consisting of 25.7 acres from CIR (Restricted Industrial) to R6 (Multi Family Residential) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Decision postponed by City Council until January 14, 2020.**
8. **ZA-C2000022:** Fall Leaf Residential LLC has requested a zoning amendment for a portion of TMP D04 013 located at 00 Hwy 53 East and consisting of 1.00 acres from CIR (Restricted Industrial) to CBD (Central Business District) Hearing Date: Planning Commission – September 16, 2019 and City Council September 23, 2019. **Decision postponed by City Council until January 14, 2020.**

Mayor Eason stated a new proposal has been submitted by the applicant and requested an opinion from the attorney. Attorney Mitchell stated the new proposal is significantly different than the original application and would not be appropriate to vote on at this meeting. The applicant would need to start the application process over for consideration.

Planning Director Irvin read the rezone requests.

Motion to deny both the rezone requests as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor.

**ADJOURNMENT:**

At 4:09 p.m. a motion to adjourn the meeting was made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.

By: CITY OF DAWSONVILLE

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Mike Eason, Mayor

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Caleb Phillips, Councilmember Post 1

**MINUTES**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, January 14, 2020**  
**4:00 P.M.**

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\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

\_\_\_\_\_  
John Walden, Councilmember Post 3

\_\_\_\_\_  
Mark French, Councilmember Post 4

Attested: \_\_\_\_\_  
Beverly A. Banister, City Clerk

**MINUTES**  
**SPECIAL CALLED JOINT MEETING**  
**CITY OF DAWSONVILLE CITY COUNCIL AND DAWSON COUNTY BOARD OF COMMISSIONERS**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, January 14, 2020**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.

2. **ROLL CALL:**

City Council: Present were Mayor Mike Eason, Councilmember John Walden, Councilmember Mark French, Councilmember Stephen Tolson, Councilmember Caleb Phillips. Also present were City Attorney Paul Mitchell, City Manager Bob Bolz and City Clerk Beverly Banister.

Board of Commissioners: Present were Chairman Bill Thurmond, Commissioner Fausett, Commissioner Satterfield and Commissioner Gaines. Also present were County Attorney Sam Volkenburgh, County Manager David Headley and County Clerk Kristen Cloud. Commissioner Nix was not present.

3. **INVOCATION AND PLEDGE:** Invocation led by Commissioner Gaines; pledge led by Councilmember Tolson.

4. **ANNOUNCEMENTS:** None

5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by M. French. Vote carried unanimously in favor.

6. **PROPOSED TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST) DISCUSSION:**

a. **POSSIBLE PROJECTS FOR INCLUSION IN THE REFERENDUM:** Dawson County Public Works Director David McKee outlined the possible projects on behalf of the County and City Manager Bob Bolz outlined the possible projects on behalf of the City.

b. **RATE OF TAX:** Chairman Thurmond stated the TSPLOST, subject to approval in an election to be held on May 19, 2020, shall be imposed at the rate of one percent (1%) not to exceed \$45,000,000.00 (forty-five million dollars). The City and County officials agree to split the amount collected on the following basis: Ninety-one (91) percent for the County and nine (9) percent for the City.

c. **APPROVE TSPLOST INTERGOVERNMENTAL AGREEMENT:** County Attorney Volkenburgh provided the highlights of the TSPLOST IGA.

Motion to approve the TSPLOST Intergovernmental Agreement made by Commissioner Satterfield; second by Councilmember Walden. Vote carried unanimously in favor. (Exhibit "A")

d. **COUNTY BUSINESS: APPROVE TSPLOST AUTHORIZING RESOLUTION:** County Attorney Volkenburgh read the County's resolution.

Motion to approve the TSPLOST Authorizing Resolution made by S. Fausett; second by T. Satterfield. Vote carried unanimously in favor. (Exhibit "B")

e. **CITY BUSINESS: APPROVE TSPLOST RESOLUTION:** City Attorney Mitchell read the TSPLOST resolution by the City of Dawsonville.

Motion to approve the TSPLOST Resolution as presented made by S. Tolson; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "C")

**ADJOURNMENT:**

At 5:35 p.m. a motion to adjourn the meeting was made by Councilmember Tolson; second by Commissioner Gaines. Vote carried unanimously in favor.

**MINUTES**  
**SPECIAL CALLED JOINT MEETING**  
**CITY OF DAWSONVILLE CITY COUNCIL AND DAWSON COUNTY BOARD OF COMMISSIONERS**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, January 14, 2020**  
**5:00 P.M.**

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By: CITY OF DAWSONVILLE

\_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Councilmember Post 1

\_\_\_\_\_  
Stephen Tolson, Councilmember Post 2

\_\_\_\_\_  
John Walden, Councilmember Post 3

\_\_\_\_\_  
Mark French, Councilmember Post 4

Attested: \_\_\_\_\_  
Beverly A. Banister, City Clerk

**STATE OF GEORGIA  
COUNTY OF DAWSON**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the "Agreement") is made this 14th day of January, 2020 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. The County and the City do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified City within the County; and

**WHEREAS**, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Georgia Mountains Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

**WHEREAS**, the County and the City met together on January 14, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

**WHEREAS**, the County and the City desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax;

**NOW THEREFORE**, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the City as follows:

**Section 1. Representation of the Parties.** Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

- (a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on May 19, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Dawson County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on October 1, 2020 for the

purpose of funding specified Projects (hereinafter more fully referred to and defined). The amount of money to be raised by the TSPLOST is estimated to be \$45,000,000.00 (forty-five million dollars).

(b) The City is a legally chartered municipal corporation as defined by law and judicial interpretation and is a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the City approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

**Section 2. Conditions Precedent.** The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Dawson County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

**Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax.** The TSPLOST, subject to approval in an election to be held on May 19, 2020, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$45,000,000.00 (forty-five million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The parties agree to split the amount actually collected on the following basis: 91% to the County and 9% to the City. The maximum period of time for which the tax may be imposed is five years, beginning on October 1, 2020.

**Section 4. Effective Date and Term of This Agreement.** This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

(a) The official declaration by the Board of Elections and Registration of Dawson County of the failure of the election described in this Agreement; or

(b) The expenditure by the County and the City of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

**Section 5. Purposes and Projects, Priority and Order of Funding.**

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the “Purposes”): roads and bridges.

(b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the “Projects”), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

**Section 6. TSPLOST Funds; Separate Accounts; No Commingling.**

(a) A special fund or account shall be created by the County and designated as the 2020 Dawson County Transportation Special Purpose Local Option Sales Tax Fund (“County TSPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) The City shall create a special fund to be designated as the 2020 Dawsonville Transportation Special Purpose Local Option Sales Tax Fund (“City TSPLOST Fund”). The City shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.

(c) All TSPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

**Section 7. Procedure for Disbursement of TSPLOST Proceeds.**

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the City as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse any TSPLOST proceeds due to the City according to subsection (c) and the City shall promptly deposit such funds in the City TSPLOST Fund. The monies in the City TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects listed for the City in Exhibit A.

(c) The parties will divide the actual proceeds collected by allocating 91% to the County and 9% to the City. The parties understand that the distribution amounts listed in Exhibit A are based on the assumption that the TSPLOST raises the estimated amount of \$45,000,000.00 (forty-five million dollars) after retention of fees by the Georgia Department of Revenue. Monthly distributions to the County and the City shall be based on actual collections according to the following percentages:

1. In the first year of collections (October 1, 2020 – September 30, 2021):
  - i. First to the City of Dawsonville (100% of collections) until \$2,000,000.00 (two million dollars) is paid.
  - ii. Then the remainder to Dawson County (100% of collections).
2. In the second year of collections (October 1, 2021 – September 30, 2022):
  - i. First to the City of Dawsonville (100% of collections) until \$1,000,000.00 (one million dollars) is paid.
  - ii. Then the remainder to Dawson County (100% of collections).
3. In the third year of collections (October 1, 2022 – September 30, 2023):
  - i. First to the City of Dawsonville (100% of collections) until \$333,333.33 (three-hundred and thirty-three thousand, three hundred and thirty-three dollars and thirty-three cents) is paid.
  - ii. Then the remainder to Dawson County (100% of collections).
4. In the fourth year of collections (October 1, 2023 – September 30, 2024):



- i. First to the City of Dawsonville (100% of collections) until \$333,333.33 (three-hundred and thirty-three thousand, three hundred and thirty-three dollars and thirty three cents) is paid.
  - ii. Then the remainder to Dawson County (100% of collections).
5. In the fifth year of collections (October 1, 2024 – September 30, 2025):
  - i. 100% of collections to the party (either Dawson County or Dawsonville) that has received less than its allocated share (91% and 9%) of all collections to date, until the parties have received 91% and 9%, respectively, of total collections to date.
  - ii. Then, 91% of the remainder to the County and 9% of the remainder to the City until the County receives a total of \$40,950,000 (forty million, nine-hundred and fifty thousand dollars) and the City receives \$4,050,000 (four million and fifty thousand dollars).
6. Although not anticipated, if after the receipt of all collections the parties have received amounts different from the intended split (91% and 9%), the party receiving more than its intended share of collections shall reimburse the other party (first from money in the party's TSPLOST Fund, and if necessary, from general funds) until the parties have received the equivalent of 91% and 9% of all actual TSPLOST collections.

**Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.**

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County and the City. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and the City's TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The City shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and City agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or City as required to fulfill the terms of this Agreement

**Section 9. Completion of Projects.**

(a) The County and the City acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a City Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the City may apply the remaining unexpended funds to any other Project included for that City in Exhibit A.

(d) If a joint City-County funded project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the parties shall share in the savings in a ratio equal to the ratio of their respective contribution amounts to the joint project, as shown in Exhibit A.

(e) The County and the City agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or City at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

**Section 10. Certificate of Completion and Termination.** Within thirty (30) days after the acquisition, construction, or installation of a City Project listed on Exhibit A is completed, the City owning the Project shall file with the County a certificate of completion signed by the Mayor or other chief elected official, setting forth the date on which the Project was completed and the final cost of the Project.

**Section 11. Expenses.** The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement.

**Section 12. Default.** The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

**Section 13. Liability for Noncompliance.** The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that the one party fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the other party shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

**Section 14. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 15. Governing Law.** This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

**Section 16. 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.

**Section 17. Entire Agreement.** This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

**Section 18. Amendments.** This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

**Section 19. 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:


- (a) Dawson County Board of Commissioners  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534  
Attention: County Manager
  
- (b) City of Dawsonville  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Attention: City Manager

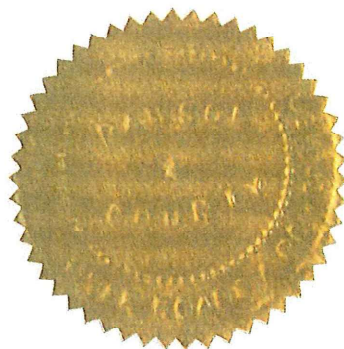
[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto agree.


**DAWSON COUNTY, GEORGIA**

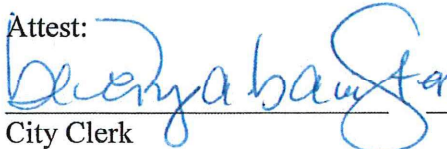
By:   
Billy Thurmond, Chairman

Attest:  01-14-2020  
Kristen Cloud, Clerk Date



**CITY OF DAWSONVILLE**

By:   
Mike Eason, Mayor

Attest:  1.14.2020  
City Clerk Date



**EXHIBIT A**

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below.

First funding priority is assigned to the following project: SR 53 @ Allen Street Intersection Improvements. The remaining (second tier) projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below) not assigned first priority, the parties shall cooperate in good faith to decide on funding and construction priority.

After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	<b>Project</b>	<b>Purpose</b>	<b>Estimated Cost</b>
Dawson County	Shoal Creek Road Widening/Rehab	Roads	\$1,300,000.00
	Shoal Creek Road Bridge Replacement	Bridges	\$3,500,000.00
	Dogwood/Nightfire Rehab	Roads	\$1,000,000.00
	Lumpkin Campground Road Corridor Improvement	Roads	\$5,000,000.00
	Elliott Road Widening	Roads	\$1,000,000.00
	Cowart Road Rehabilitation (SR 53-County Line)	Roads	\$1,500,000.00
	Grizzle Road Widen and Rehabilitation	Roads	\$1,200,000.00
	Frank Bruce Road/Seed Tick Road Rehabilitation	Roads	\$1,500,000.00
	Old Henry Grady Rehabilitation	Roads	\$800,000.00
	Gold Mine Road Improvements	Roads	\$1,400,000.00
	Hubbard Road Improvements	Roads	\$1,200,000.00
	SR 53 @ Dawson Forest Intersection Improvements	Roads	\$1,500,000.00
	Country Crossing Subdivision Rehabilitation	Roads	\$550,000.00
	Existing Asset Stormwater Culvert Rehabilitation	Roads	\$7,000,000.00
	Existing Asset Road Improvement Program	Roads	\$10,500,000.00
	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00*
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00*
Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00*	
			<b>Total:</b>

			\$40,950,000.00
Dawsonville	Main Street from Hwy 53 to Main Street Park Repair	Roads	\$162,000.00
	Maple Street Repair	Roads	\$360,000.00
	Pearl Chambers (Drive, Court, Way) Repair	Roads	\$250,000.00
	Richmond Drive Repair	Roads	\$95,000.00
	Jack Heard Repair	Roads	\$91,000.00
	Memory Lane Repair	Roads	\$105,000.00
	Stegal Place Repair	Roads	\$98,000.00
	Stonewall subdivision Repair	Roads	\$200,000.00
	Rain Hill subdivision Repair	Roads	\$400,000.00
	Existing Asset Road Improvement Program	Roads	\$29,000.00
	Burt's Crossing Drive, Winding Court, Ridgewater Repair	Roads	\$260,000.00
	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00**
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00**
	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00**
			Total: \$4,050,000.00

\* = represents County's share of joint City-County project.

\*\* = represents City's share of joint City-County project.

**RESOLUTION REQUESTING THE CALLING OF A SPECIAL  
ELECTION TO IMPOSE A COUNTY ONE PERCENT TRANSPORTATION  
SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DAWSON COUNTY, GEORGIA AUTHORIZING THE CALLING OF A SPECIAL ELECTION TO IMPOSE A SINGLE-COUNTY ONE PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX AS AUTHORIZED BY O.C.G.A. § 48-8-260, *ET SEQ.*; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE MAXIMUM PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE APPROXIMATE COST OF THE TRANSPORTATION PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION OF DAWSON COUNTY TO CALL AN ELECTION OF THE VOTERS OF DAWSON COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (the "Act") authorizes the imposition of a county one percent transportation special purpose local option sales and use tax (the "Sales and Use Tax") for transportation purposes, including those set forth herein; and

WHEREAS, the Board of Commissioners of Dawson County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of Dawson County, Georgia (the "County") that the Sales and Use Tax be imposed in a special district comprising the County to raise approximately \$45,000,000.00 (forty-five million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue) for the funding of certain transportation purposes (the "Purposes"); and

WHEREAS, the governing authorities of the County and the City of Dawsonville met on January 14, 2020 to discuss possible projects for inclusion in the Sales and Use Tax referendum to be held on the 19th day of May, 2020 (the "Election") in conformance with the requirements of O.C.G.A. § 48-8-262(a); and

WHEREAS, the above-referenced meetings occurred at least 30 days prior to the intended date of issuance (publication) of the call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with Dawsonville with respect to the division of the Sales and Use Tax; and

WHEREAS, Dawsonville has a population under the 2010 decennial census that exceeds 50% of the aggregate municipal population located within the special district of the County; and

WHEREAS, the Board of Commissioners desires that the Board of Elections and Registration of Dawson County (the "Election Board") call the Election and further desires that the Election Board be furnished with a certified copy of this Resolution in connection with such request.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dawson County, Georgia as follows:

- A. Assuming the question of imposing the Sales and Use Tax is approved by the voters of the special district in the Election, the Sales and Use Tax shall be imposed for the term, purposes and costs as follows:
1. In order to finance the Purposes, a Sales and Use Tax in the amount of one percent (1%) on all sales and uses in the special district of the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.
  2. The proceeds of such tax are to be used to fund the Purposes. The Purposes and the estimated costs are set forth below:

	<b>Project</b>	<b>Purpose</b>	<b>Estimated Cost</b>
Dawson County	Shoal Creek Road Widening/Rehab	Roads	\$1,300,000.00
	Shoal Creek Road Bridge Replacement	Bridges	\$3,500,000.00
	Dogwood/Nightfire Rehab	Roads	\$1,000,000.00
	Lumpkin Campground Road Corridor Improvement	Roads	\$5,000,000.00
	Elliott Road Widening	Roads	\$1,000,000.00
	Cowart Road Rehabilitation (SR 53-County Line)	Roads	\$1,500,000.00
	Grizzle Road Widen and Rehabilitation	Roads	\$1,200,000.00
	Frank Bruce Road/Seed Tick Road Rehabilitation	Roads	\$1,500,000.00
	Old Henry Grady Rehabilitation	Roads	\$800,000.00
	Gold Mine Road Improvements	Roads	\$1,400,000.00
	Hubbard Road Improvements	Roads	\$1,200,000.00
	SR 53 @ Dawson Forest Intersection Improvements	Roads	\$1,500,000.00
	Country Crossing Subdivision Rehabilitation	Roads	\$550,000.00
	Existing Asset Stormwater Culvert Rehabilitation	Roads	\$7,000,000.00
	Existing Asset Road Improvement Program	Roads	\$10,500,000.00



	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00*
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00*
	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00*
			Total: \$40,950,000.00
Dawsonville	Main Street from Hwy 53 to Main Street Park Repair	Roads	\$162,000.00
	Maple Street Repair	Roads	\$360,000.00
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	Stegal Place Repair	Roads	\$98,000.00
	Stonewall subdivision Repair	Roads	\$200,000.00
	Rain Hill subdivision Repair	Roads	\$400,000.00
	Existing Asset Road Improvement Program	Roads	\$29,000.00
	Burt's Crossing Drive, Winding Court, Ridgewater Repair	Roads	\$260,000.00
	SR 53 @ Allen Street Intersection Improvements	Roads	\$1,000,000.00**
	Intersection Improvement SR9N/Perimeter Road	Roads	\$500,000.00**
	Intersection Improvement SR9S/Perimeter Road	Roads	\$500,000.00**

\* = represents County's share of joint City-County project.

\*\* = represents City's share of joint City-County project.

First funding priority is assigned to the following project: SR 53 @ Allen Street Intersection Improvements. The remaining (second tier) projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified above) not assigned first priority, the parties shall cooperate in good faith to decide on funding and construction priority.

3. The Sales and Use Tax is to be imposed for a period of up to five years commencing on October 1, 2020.

B. Call for the Election; Ballot Form; Notice.

1. The Elections Board, as election superintendent (the "Election Superintendent"), is hereby requested to call the Election to be held in all voting precincts in the County on the 19<sup>th</sup> day of May, 2020 for the purpose of submitting to the qualified voters of Dawson County the question set forth in paragraph 2 below. The Election Superintendent shall be furnished with a certified copy of the Resolution in connection with this request.
  2. The ballots to be used in the Election shall have written or printed thereon substantially the following:
    - "( ) Yes. Shall a special one percent sales and use tax be imposed in the special district consisting of Dawson County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$45,000,000.00 (forty-five million dollars) for
    - ( ) No. transportation purposes?"
  3. It is hereby requested that the Election be held by the Election Superintendent in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Election Superintendent canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue of the State of Georgia.
  4. The Election Superintendent is hereby authorized and requested to publish a Call of the Election as required by law, in the newspaper in which Sheriffs advertisements for the County are published, on February 19, 2020, which is ninety (90) days preceding the date of the Election. The Election Superintendent is also hereby authorized and requested to publish a notice of the Election as required by law, in the newspaper in which Sheriffs advertisements for the County are published, once a week for four weeks immediately preceding the date of the Election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A."
- C. The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this resolution to the Election Superintendent, with a request that the Election Superintendent issue the call for the Election.
- D. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of the Sales and Use Tax.
- E. The Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this the 14th day of January, 2019.

COUNTY OF DAWSON, GEORGIA

By:   
\_\_\_\_\_  
Billy Thurmond, Chairman

Attest:  
  
\_\_\_\_\_  
Clerk

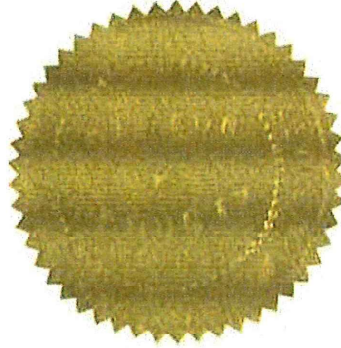


EXHIBIT "A"

NOTICE OF ELECTION TO THE QUALIFIED VOTERS OF DAWSON COUNTY,  
GEORGIA

NOTICE IS HEREBY GIVEN that on the 19<sup>th</sup> day of May, 2020, an election will be held at the regular polling places in all the election districts of Dawson County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a one percent transportation special purpose local option sales and use tax (the "Sales and Use Tax") shall be imposed on all sales and uses in the special district created in the County for a period not to exceed five years commencing on October 1, 2020 for the raising of approximately \$45,000,000.00 (forty-five million dollars) for the funding of transportation purposes.

The ballots to be used at the Election shall have written or printed thereon substantially the following:

- "( ) Yes. Shall a special one percent sales and use tax be imposed in the special district consisting of Dawson County for a period of time not to exceed five years and for the raising of not more than an estimated amount of \$45,000,000.00 (forty-five million dollars) for transportation purposes?"
- ( ) No.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of the County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

This notice is given pursuant to a resolution of the Board of Elections and Registration of Dawson County, adopted on January 15, 2020.



Shonda Ferguson, Chairperson  
Board of Elections and Registration of Dawson  
County

**A RESOLUTION BY THE CITY OF DAWSONVILLE INFORMING CITIZENS OF THE PURPOSES AND PROJECTS FOR THE TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (TSPLOST).**

**WHEREAS**, the purpose of this Resolution is for the Mayor and Council to inform citizens of the purposes and projects for the Transportation Special Purpose Local Option Sales Tax (TSPLOST);

**WHEREAS**, repair and improvement of the City of Dawsonville's roads and intersections are vitally important to the citizens of the City;

**WHEREAS**, the Mayor and Council have selected projects that will improve transportation in the City; and

**WHEREAS**, projects including, but not limited to, the projects identified by the Mayor and Council will be supported by revenue generated from the TSPLOST to the extent available.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Dawsonville that the City does hereby express the need to improve transportation in the City by pursuing the following projects:

- Repair Main Street from Highway 53 to Main Street Park by using full depth reclamation and repaving the road. Full depth reclamation involves grinding down and recycling the existing asphalt in order to make a durable base before repaving the road. Using full depth reclamation helps build a stronger and longer lasting roadway.
- Repair Maple Street using full depth reclamation and repaving the road to make a stronger and longer lasting roadway.
- Repair Pearl Chambers Drive, Court, and Way by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Repair Richmond Drive by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Repair Jack Heard Drive using full depth reclamation and repaving the road to make a stronger and longer lasting roadway.
- Repair Memory Lane by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Repair Stegall Place by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.

- Repair roads in the Stonewall subdivision by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Repair roads in the Rain Hill subdivision by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Repair roads at Burt's Crossing Drive, Winding Court, and Ridge Water Lane by milling or grinding down damaged portions of the roadway, making sawcut repairs, and repaving as needed.
- Improve the intersection of Highway 53 and Allen Street in order to enhance traffic flow and safety.
- Improve the intersection of Highway 9N and Perimeter Road in order to enhance traffic flow and safety.
- Improve the intersection of Highway 9S and Perimeter Road in order to enhance traffic flow and safety.
- Perform additional repairs as needed on other roads in the City.

SO RESOLVED this 14 day of January, 2020.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By:



Mike Eason, Mayor



Caleb Phillips, Council Member Post 1



Stephen Tolson, Council Member Post 2



John Walden, Council Member Post 3

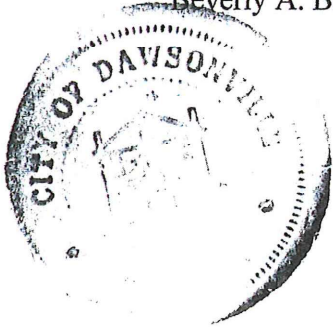
*Mark French*

Mark French, Council Member Post 4

ATTESTED TO BY:

*Beverly A. Banister*

Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE RECOMMENDED BID SELECTION FOR MODIFICATIONS TO WELL #110

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from:  Annual Budget \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO AWARD BID SELECTION FOR MODIFICATIONS TO WELL 110 TO THE LOWEST QUALIFIED BIDDER: CHEEK BROTHERS CONTRACTORS, INC FOR \$295,000.00**

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HISTORY/ FACTS / ISSUES:

**BID OPENING OCCURRED JANUARY 16, 2020; TWO BIDS RECEIVED AS FOLLOWS:**

- CHEEK BROTHERS CONTRACTORS, INC. – \$295,000.00
- LANIER CONTRACTING COMPANY - \$348,081.00

**BIDS VERIFIED BY TURNIPSEED ENGINEERS AND RECOMMENDATION TO AWARD BID TO CHEEK BROTHERS CONTRACTORS, INC.**

**PROJECT BUDGETED WITH FUNDS AVAILABLE IN THE ENTERPRISE FUND**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Gary Barr, Utilities Director



**RESOLUTION**

WHEREAS bids were received by the City of Dawsonville January 16, 2020, Modifications to Well 110, and

WHEREAS the low, responsible, responsive bidder is Cheek Brothers Contractors, Inc. of Monroe, Georgia with a bid in the amount of \$295,000.00, and

WHEREAS the low bidder, Cheek Brothers Contractors, Inc., appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of Dawsonville hereby makes contract award of the construction contract to the low bidder, Cheek Brothers Contractors, Inc. of Monroe, Georgia, in the amount of \$295,000.00.

THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a regular meeting of the Mayor and Council on \_\_\_\_\_.

**CITY OF DAWSONVILLE**

\_\_\_\_\_  
**Mike Eason, Mayor**

Attest: \_\_\_\_\_  
*Clerk*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7c

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SUBJECT: APPROVE RECOMMENDED BID SELECTION FOR MODIFICATIONS TO WATER POLLUTION CONTROL PLANT

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from:  Annual Budget \_\_\_\_\_ Capital Budget \_\_\_\_\_ Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO AWARD BID SELECTION FOR MODIFICATIONS TO THE WATER POLLUTION CONTROL PLANT TO THE LOWEST QUALIFIED BIDDER: LANIER CONTRACTING COMPANY FOR \$463,677.00**

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HISTORY/ FACTS / ISSUES:

**BID OPENING OCCURRED JANUARY 16, 2020; TWO BIDS RECEIVED AS FOLLOWS:**

- **WILLOW CONSTRUCTION, INC. – \$839,710.00**
- **LANIER CONTRACTING COMPANY - \$463,677.00**

**BIDS VERIFIED BY TURNIPSEED ENGINEERS AND RECOMMENDATION TO AWARD BID TO LANIER CONTRACTING COMPANY**

**PROJECT BUDGETED WITH FUNDS AVAILABLE IN THE ENTERPRISE FUND**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Gary Barr, Utilities Director

**RESOLUTION**

WHEREAS bids were received by the City of Dawsonville January 16, 2020, Modifications to the WPCP, and

WHEREAS the low, responsible, responsive bidder is Lanier Contracting Company of Suwanee, Georgia with a bid in the amount of 463,677.00, and

WHEREAS the low bidder, Lanier Contracting Company, appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of Dawsonville hereby makes contract award of the construction contract to the low bidder, Lanier Contracting Company of Suwanee, Georgia, in the amount of \$ 463,677.00.

THIS RESOLUTION was passed by a vote of \_\_\_\_ to \_\_\_\_ at a regular meeting of the Mayor and Council on \_\_\_\_\_.

**CITY OF DAWSONVILLE**

\_\_\_\_\_  
**Mike Eason, Mayor**

Attest: \_\_\_\_\_  
*Clerk*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

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SUBJECT: APPROVE 2020 LEASE FOR DAWSONVILLE HISTORY MUSEUM

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE 2020 LEASE FOR THE DAWSONVILLE HISTORY MUSEUM**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**APPROVE, AMEND OR DENY**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**SUB-LEASE AGREEMENT**

This Sub-Lease agreement (“Sub-Lease”) is entered into effective this **1st day of January, 2020** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **DAWSONVILLE HISTORY MUSEUM , INC.**, a Georgia non-profit corporation d/b/a Georgia Racing Hall of Fame, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 110, Dawsonville, Georgia 30534.

**WITNESSETH:**

WHEREAS, the Lessor entered into a lease-purchase agreement (“City Lease”) with the Downtown Development Authority of the City of Dawsonville, for the lease-purchase of certain property and facilities (“Premises”) located at 415 Hwy. 53 West, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the museum space is available for sub-lease and suitable for Lessee’s use; and

WHEREAS, the Lessor desires to sub-lease the museum space, as fully depicted in Exhibit “A” attached hereto and fully incorporated herein (“Museum Space”), to Lessee for the operation by Lessee of the Georgia Racing Hall of Fame, which will be in general open to the public, pursuant to the terms and conditions of the City Lease.

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Museum Space, for the purpose of operating the Georgia Racing Hall of Fame Museum, which shall be open to

the public and maintain business hours as deemed appropriate by Lessee, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville. Notwithstanding anything to the contrary herein, the Lessor shall be permitted at no cost to Lessor to use the Alleyway, Men's and Women's Bathrooms and the Conference Room depicted upon Exhibit A for City sponsored events so long as said use does not materially interfere with the Lessee's reasonable use of these areas.

**2. Subject to City Lease.** Lessee expressly acknowledges and understands the terms and conditions of the City Lease, and agrees that Lessee shall be subject to the terms and conditions set forth in the City Lease, which terms are expressly incorporated into this Sub-Lease, unless otherwise expressly stated herein.

**3. Sub-Lease Term.** This Sub-Lease shall commence on January 1, 2020, for the period of twelve months ("Lease Term") terminating on December 31, 2020. The Sub-Lease Term is NOT subject to an automatic renewal. This Sub-Lease shall automatically terminate, upon ninety (90) days prior notice from the Lessor, in the event that the City Lease is terminated prior to the expiration of the current Sub-Lease Term.

**4. Rent.** Lessee covenants and agrees to pay Lessor a rent amount as rent for the Museum Space during the Sub-Lease Term which will be as follows: Lessee will pay to Lessor rent in the amount of One Hundred and no/100 Dollars (\$100.00) per month for the Museum Space. Rent will be due and payable by the 5<sup>th</sup> day of every month, and if not actually received by the City by the 10<sup>th</sup> of the month the rental payment shall be late. For any late payment received after the 10<sup>th</sup> of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

**5. Parking.** Lessee and its employees shall have the right to use the public parking

spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

6. **Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Museum Space in a clean condition. Lessee agrees to not use the Museum Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store items necessary for the proper operation of the Museum for a period of time not to exceed three (3) business days. However, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will Lessee store any item that is unnecessary for the proper operation of its business within the Museum Space or the parking area.

7. **Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured

under the policy of insurance. Lessee shall keep the general liability policy in full force and affect for the full Sub-Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law.

**8. Improvements.** To the extent Lessee desires to modify, change or improve the Museum Space for Lessee's intended use, all such costs shall be borne by Lessee, and no such costs shall be the responsibility of Lessor. Any plans for modifications or improvements must be presented to and approved in writing by Lessor prior to initiation of any change, modification or construction.

**9. Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Museum Space including, but not limited to, water, sewer, natural gas, and electricity. Lessee shall install and maintain any necessary utility meters or sub-meters at Lessee's expense.

**10. Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis.

**11. Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessor may elect to implement a program of pest control and, in such event, Lessee hereby grants Lessor the right to enter the Premises and perform such spraying and/or inspections that Lessor deems appropriate, and Lessee shall reimburse Lessor for Lessee's share of the cost of such program. If Lessor does not elect to implement a pest control



program, Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, displays or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least every month. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

**12. Security Deposit.** Because of the relationship between Lessor and Lessee and Lessee's status as a non-profit corporation operating a museum for the benefit of the general public, no Security Deposit shall be required from Lessee for this Sub-Lease.

**13. Binding Effect and Severability.** The provisions of this Sub-Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Sub-Lease or any application thereof shall be invalid or unenforceable, the remainder of this Sub-Lease and any other application of such provision shall not be affected thereby.

**14. Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Sub-Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Museum Space during the Sub-Lease Term.

**15. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Sub-Lease.

**16. Counterparts.** This Sub-Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**17. Governing law, Venue and Jurisdiction.** This Sub-Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Sub-Lease.

**18. Relationship of parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

**19. Default.** Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Sub-Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Sub-Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Sub-Lease for the unexpired portion of the Sub-Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Museum Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Sub-Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Sub-Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

**20. Construction.** All terms used in this Sub-Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Sub-Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**21. Modification.** No changes, additions, or interlineations made to this Sub-Lease shall be binding unless initialed by both parties.

**22. Non-waiver.** No delay or failure by either party to exercise any right under this Sub-Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**23. Time of essence.** Time is expressly declared to be of the essence of this Sub-Lease.

**24. Entire Agreement.** This Sub-Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

In witness whereof the parties have executed this Sub-Lease effective as of the date first above written.

LESSOR:  
CITY OF DAWSONVILLE

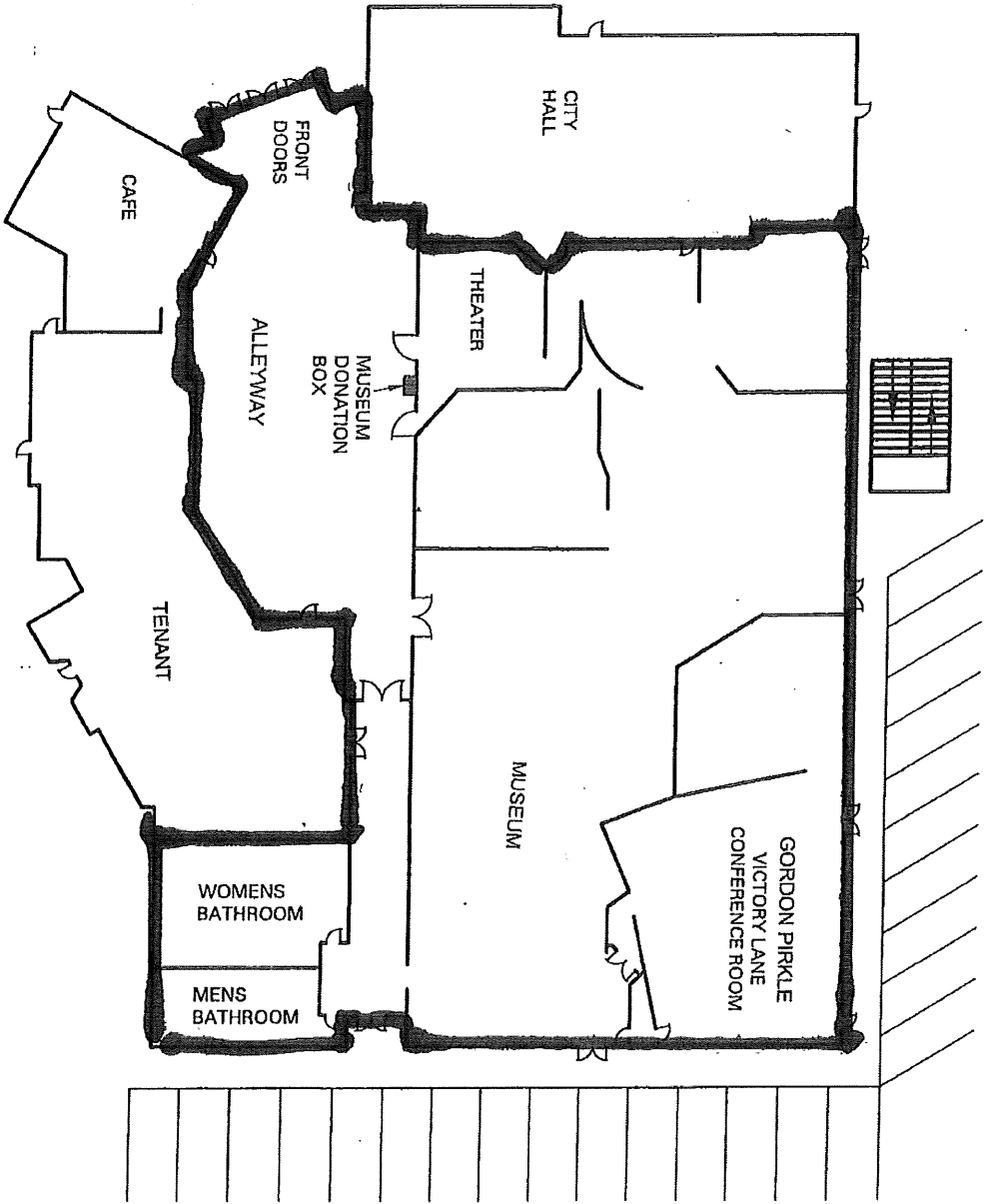
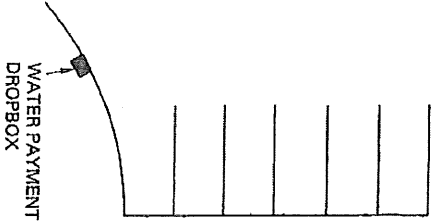
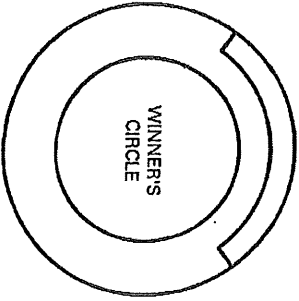
LESSEE:  
DAWSONVILLE HISTORY MUSEUM,  
INC.

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By: Mike Eason, Mayor

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By:





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7e

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SUBJECT: APPROVE 2020 CONTRACT RENEWAL FOR ASPHALT PAVING, PATCHING  
AND LEVELING

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE 2020 CONTRACT RENEWAL FOR ASPHALT PAVING, PATCHING AND LEVELING**

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HISTORY/ FACTS / ISSUES:

- **2019 CONTRACT APPROVED BY LOWEST BID AWARD TO JOHNSON PAVING**
- **ABILITY TO RENEW THE CONTRACT WITH NEGOTIATED PRICING**
- **NEW PRICING PROVIDED BY JOHNSON PAVING WITH A 10% INCREASE OVER LAST YEAR'S CONTRACT**
- **RECOMMENDATION TO APPROVE CONTRACT WITH UPDATED PRICING**
- **CONTRACT APPROVED BY LEGAL**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Trampas Hansard, Public Works Director

**2020 ASPHALT PAVING, PATCHING AND LEVELING CONTRACT**

This Asphalt, Paving, Patching and Leveling Contract (hereinafter referred to as the “2020 Contract”) is entered into and effective this \_\_\_\_\_ **day of** \_\_\_\_\_, **2020**, by and between **THE CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and **JOHNSON PAVING, LLC**, (hereinafter referred to as “CONTRACTOR”).

**WITNESSETH:**

**WHEREAS**, in 2019 the CITY let for bid the annual asphalt paving, patching and leveling on various streets within the corporate limits of the CITY (hereinafter referred to as the “Annual Paving Project”), said bid being numbered 2019-R01;;

**WHEREAS**, CONTRACTOR placed a Bid on the Annual Paving Project in 2019, was the lowest responsible bidder on the Annual Paving Project, was awarded the Annual Asphalt Paving, Patching and Leveling Contract for 2019 (the “2019 Contract) and has performed under the 2019 Contract to the satisfaction of the City;

**WHEREAS**, the Bid request and the 2019 Contract provided that it was renewable for up to two additional twelve-month terms with new negotiated price terms;

**WHEREAS**, CONTRACTOR has updated his pricing based upon market prices for 2020 and that pricing is acceptable to the City;

**NOW THEREFORE**, having determined that CONTRACTOR and CITY desire to enter into an agreement for Asphalt, Paving, Patching and Leveling as set forth in this 2020 Contract, both parties for full and valuable consideration do hereby agree and covenant as follows:

1. **Term of Contract.** This 2020 Contract shall become effective on the date set forth above following execution by both the parties and shall continue in full force and

effect until the expiration of twelve months from the effective date as set forth above unless earlier terminated by the CITY due to breach by the CONTRACTOR. The parties shall have the option to renew the 2020 Contract, one additional time for an additional term of twelve months by executing a subsequent agreement to that affect prior to the expiration of the 2020 Contract term. Any renewal contract may have new negotiated price terms for the listed services in paragraph 2 below.

**2. General Duties and Obligations of the CONTRACTOR.** CONTRACTOR shall provide paving services to CITY, on various streets within the corporate limits of CITY, including, but in no way limited to, paving, leveling, patching potholes, and/or making asphalt cuts. CONTRACTOR shall provide paving services at the following prices, inclusive of all labor and other incidental items necessary for installation, such as hauling, cleaning, digging out, and squaring up:

- a) 9.5mm type 2 SP asphalt topping with lime at one hundred and two and 58/100 (102.58) dollars per ton;
- b) 19mm SP asphalt binder with lime at ninety-nine and 0/100 (99.00) dollars per ton;
- c) CRS2H tack at four and 40/100 (4.40) dollars per gallon;
- d) GAB at twenty-seven and 50/100 (27.50) dollars per ton;
- e) Milling at nine and 35/100 (9.35) dollars per square yard;
- f) Saw cut at three and 30/100 (3.30) dollars per linear foot.

CONTRACTOR shall maintain all vehicles and equipment in proper operating condition. Under non-emergent conditions, after proper notice, CONTRACTOR shall commence and complete services within a timely manner, but shall commence within five (5) business days of CITY's request weather permitting. Under emergent conditions, after



proper notice, CONTRACTOR shall mobilize to the job site and begin work within twenty-four hours of said notice, and complete services within a timely manner. CONTRACTOR shall bill CITY on a monthly basis for services rendered in the prior month. CONTRACTOR, its superintendent, and foreman shall promptly obey and follow every order or direction given by the Street Department Director or his designee in accordance with the terms of this Contract. CONTRACTOR will be held responsible for the care, protection, and condition of all work until final completion and acceptance, and will be required to make good at its own cost any damage or injury occurring from any cause.

**3. General Duties and Obligations of the CITY.** CITY shall pay the agreed upon rates as outlines above for satisfactory work completed. Under non-emergent conditions, CITY shall provide CONTRACTOR with five (5) business days' notice of any anticipated need for any service to be done. Under emergent conditions, CITY shall provide CONTRACTOR with notice as soon as reasonably practicable after becoming aware of the anticipated need for any service.

**4. Duty to Maintain Clean Environment.** CONTRACTOR shall be responsible for any cleanup required, due to the paving, patching, and/or leveling activity, including removing and cleaning up all rubbish, debris, excess material, temporary structures, tools, and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by CONTRACTOR in connection with the project promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Final acceptance and payment for the entire project will not be made until this cleanup work has been fully completed.

**5. Supply a Sufficient Staff.** CONTRACTOR shall furnish a competent and adequate staff as necessary for the proper administration, coordination, and supervision

of the work. CONTRACTOR shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of this Contract.

**6. Safety Precautions and Protection of Property.** During the continuance of a project, CONTRACTOR shall put up and maintain barriers and lights that will effectually prevent the happening of any accident in consequence of the work for which CITY might be liable. CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the 2020 Contract, or which are in any manner affected by the prosecution of the work or the transportation of workers and materials in connection with the work.

**7. Indemnification.** CONTRACTOR agrees to indemnify CITY for any and all actions, liabilities, damages, judgments, costs and expenses that may be brought or in any way accrue against CITY in consequence of the 2020 Contract or for any act, negligence or omission of CONTRACTOR or CONTRACTOR's agents, subcontractors, employees or workers, in the performance of the work under this 2020 Contract, and CONTRACTOR assumes and shall pay all damages occasioned by or result from the digging up, use or occupancy of any street, alley, highway or public place in the performance of this 2020 Contract or that may result from the carelessness or lack of skill of CONTRACTOR or CONTRACTOR's agents, subcontractors, employees or workers, and when any judgment is recovered against CITY for any such liability, costs or expenses, such judgment shall be conclusive against CONTRACTOR, not only as to the amount of damage, but also as to the liabilities of CONTRACTOR, provided reasonable notice has been given of the pendency of the suit to CONTRACTOR.

**8. Insurance.** CONTRACTOR agrees to keep in force during the life of this 2020

Contract such insurance policies as was required in the bid package. CONTRACTOR further agrees if requested by the Street Department Director to furnish certificates of any or all insurance policies listing CITY as a coinsured within fifteen (15) days of the date of the request. CONTRACTOR and its subcontractors shall comply with the Workers' Compensation Act of the State of Georgia, and shall provide compensation insurance to protect the CONTRACTOR, its subcontractors and CITY from and against any and all workers' compensation claims arising from performance of the work under the 2020 Contract.

**9. Permits.** Unless otherwise provided, CONTRACTOR shall take out, at its own expense, all permits and licenses necessary to carry out work under this 2020 Contract.

**10. Closure of Streets or Public Ways.** All work shall be coordinated so as to avoid the closing of streets or public ways for undue periods of time. During performance, CONTRACTOR shall provide free access to fire hydrants, water, and gas valves. Gutters and waterways shall be kept open, or other suitable provisions made for the removal of storm water.

**11. Timing of Work.** Work shall not be done on Saturdays, Sundays, holidays, at night, or outside the daytime working hours from 8:00 a.m. to 6:00 p.m., except as may be approved in writing by the Street Department Director.

**12. Payment of Materialmen by CITY.** CITY reserves the right, before paying CONTRACTOR, to pay any and all claims against CONTRACTOR for any claim for labor or materials and deduct the amount from the amount due CONTRACTOR. This provision shall not be construed so as to require CITY to act or create any liability against CITY on behalf of any claimant for labor or materials.

**13. Laws and Regulations.** This 2020 Contract is entered into and accepted subject

to all the conditions and requirements of the Georgia Department of Transportation, the Charter and Code of Ordinances of the City of Dawsonville, and all such regulations and ordinances that may be enacted during the course of this 2020 Contract relating to the subject of local improvements of this character.

**14. Non-Discrimination & Compliance with Federal Work Authorization.**

CONTRACTOR, in performing, shall not discriminate against any worker, employee, applicant, or member of the public, due to race, creed, color, sex, age, or national origin, or otherwise commit an unfair employment practice. CONTRACTOR's executed affidavit attesting to compliance with federal work authorization program requirements remains a true and correct assertion and in full force and effect as a portion of the bid submitted.

**15. No Agency.** CITY's right of general supervision under this 2020 Contract shall not make CONTRACTOR an agent or employee of CITY. CONTRACTOR shall at all times, and in all respects, have the rights and liabilities of an independent contractor.

**16. Warranty.** CONTRACTOR warrants to CITY that all materials furnished under this 2020 Contract will be new and that all work will be of good quality, free from faults and defects, and rendered in conformity with the requirements of this 2020 Contract. CONTRACTOR guarantees all work and materials for a period of one year from the date of completion of any individual project commenced pursuant to this 2020 Contract. Should any portion of work need replacement or repair within one year from the date of completion due to construction methods or material failure, CONTRACTOR shall replace such work at no cost to CITY.

**17. Binding Effect and Severability.** The provisions of this 2020 Contract shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this 2020 Contract or any application thereof shall be invalid

or unenforceable, the remainder of this 2020 Contract and any other application of such provision shall not be affected thereby.

**18. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this 2020 Contract.

**19. Counterparts.** This 2020 Contract may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**20. Governing law, Venue and Jurisdiction.** This 2020 Contract shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this 2020 Contract.

**21. Construction.** All terms used in this 2020 Contract, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this 2020 Contract or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**22. Assignment or Transfer.** This 2020 Contract shall not be assigned or transferred by CONTRACTOR without the written consent of CITY.

**23. Modification.** No changes, additions, or interlineations made to this 2020 Contract shall be binding unless initialed by both parties.

**24. Non-waiver.** No delay or failure by either party to exercise any right under this 2020 Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**25. Entire Agreement.** This 2020 Contract supersedes all agreements previously

made between the parties relating to its subject matter. There are no other understandings or agreements between them.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument effective on the date set forth hereinabove.

CITY OF DAWSONVILLE

JOHNSON PAVING, LLC

\_\_\_\_\_

\_\_\_\_\_

By: Mike Eason, Mayor

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO RECOGNIZE AND PRESENT THE JANUARY 2020 EMPLOYEE OF THE MONTH**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

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SUBJECT: DOWNTOWN DEVELOPMENT AUTHORITY APPOINTMENTS

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**REQUEST TO APPOINT THE FOLLOWING INDIVIDUALS TO THE DDA:**

**KEITH STONE – 4 YEAR TERM (02/06/2020 – 02/05/2024)**

**MARSHA MARTEL – 4 YEAR TERM (02/06/2020 – 02/05/2024)**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Donna Blanton, Human Resource Manager





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: **SAFETY GRANT APPROVAL AND PRESENTATION**

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE ACCEPTANCE OF THE SAFETY GRANT - \$3,146.95**

**PRESENTATION OF THE CHECK BY STAN DEESE**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Donna Blanton, Human Resource Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: CROSSBRIDGE COMMUNITY CHURCH

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REVIEW REQUEST FROM CROSSBRIDGE COMMUNITY CHURCH**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

# *Cross* **BRIDGE** community church

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CrossBridge Community Church  
751 Highway 53 East  
Dawsonville, GA 30534

To Whom it may Concern,

Good afternoon. We would like to take to time to thank you for all that you do for The City of Dawsonville. We are so blessed to have each of you serve this city and Dawsonville is a better place because of you and your hard work.

We are writing you today in lieu of our recent water bill. Our December 2019 balance was \$589.54 and after much investigation we have determined that a toilet has been leaking. We thought the problem had been fixed, but it has continued to leak which resulted in a bill that is much more expensive than usual. Gary Barr and Bob Bolz have been a great help to us to determine the issue at hand. We have taken measures to eliminate the problem in the future, but we are asking that we may have our December bill lowered to a degree. As a church we will struggle to pay this bill and we are coming to you asking for your help. We do not expect for it to be erased, but simply reduced. We hope that we may reach an agreement and resolve this.

Your service to this city and CrossBridge Community Church are gratefully acknowledged. We thank you for your time and consideration.

Sincerely,  
Pastor Timothy Bennett  
January 6, 2020



**CrossBridge Community Church**  
**December 2018 - January 2020 Usage and Billing History**

<b>Month- Year</b>	<b>Usage (Gals)</b>	<b>Water Charge</b>	<b>Sewer Charge</b>	<b>Total</b>
Dec-18	3,110	\$37.04	\$70.46	\$107.50
Jan-19	16,580	\$116.98	\$189.22	\$306.20
Feb-19	2,670	\$34.78	\$66.92	\$101.70
Mar-19	18,640	\$129.96	\$208.17	\$338.13
Apr-19	9,380	\$71.97	\$123.35	\$195.32
May-19	1,350	\$28.75	\$57.50	\$86.25
Jun-19	3,880	\$41.01	\$76.66	\$117.67
Jul-19	6,600	\$55.98	\$99.44	\$155.42
Aug-19	9,880	\$74.84	\$127.65	\$202.49
Sep-19	19,800	\$137.27	\$218.84	\$356.11
Oct-19	20,560	\$142.06	\$225.83	\$367.89
Nov-19	10,500	\$78.68	\$133.28	\$211.96
Dec-19	34,860	\$232.15	\$357.39	\$589.54
Jan-20	29,590	\$198.95	\$308.91	\$507.86



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: 2020 LEASE FOR DAWSONVILLE MOONSHINE DISTILLERY

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE 2020 LEASE FOR THE MOONSHINE DISTILLERY**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

**APPROVE, AMEND OR DENY**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**SUB-LEASE AGREEMENT**

This Sub-Lease agreement (“Sub-Lease”) is entered into effective this **1st day of January, 2020** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **FREE SPIRITS DISTILLERY, LLC**, d/b/a Dawsonville Moonshine Distillery, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 120, Dawsonville, Georgia 30534.

**WITNESSETH:**

WHEREAS, the Lessor entered into a lease-purchase agreement (“City Lease”) with the Downtown Development Authority of the City of Dawsonville, for the lease-purchase of certain property and facilities (“Premises”) located at 415 Hwy. 53 West, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the retail/manufacturing space is available for lease and suitable for Lessee’s use; and

WHEREAS, the Lessor desires to sub-lease the retail/manufacturing space, as fully depicted in Exhibit “A” attached hereto and fully incorporated herein (“Distillery Space”), to Lessee for the operation of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which will be in general open to the public, pursuant to the terms and conditions of the City Lease and as allowed or provided by state and federal law.

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the

receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**1. Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Distillery Space, for the purpose of operating Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which shall be open to the public and maintain business hours as deemed appropriate by Lessee and as regulated by both state and federal law, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville. Lessee will allow reasonable access through the Premises for vehicles and other exhibits being moved into and out of the adjacent History Museum space.

**2. Subject to City Lease.** Lessee expressly acknowledges and understands the terms and conditions of the City Lease, and agrees that Lessee shall be subject to the terms and conditions set forth in the City Lease, which terms are expressly incorporated into this agreement, unless otherwise expressly stated herein.

**3. Lease Term.** This Lease shall commence on January 1, 2020, for the period of twelve months (“Lease Term”) terminating on December 31, 2020. The Lease Term is NOT subject to an automatic renewal. This Lease shall automatically terminate, upon ninety (90) days prior notice from the Lessor, in the event that the Lease is terminated prior to the expiration of the current Lease Term.

**4. Rent.** Lessee covenants and agrees to pay Lessor a rent amount as rent for the Distillery Space during the Lease Term which will be as follows: Lessee will pay to Lessor rent in the amount of Three Thousand and no/100 Dollars (\$3,000.00) per month for the Distillery Space Suite 120. Rent will be due and payable by the 5<sup>th</sup> day of every month, and if not actually received by the City by the 10<sup>th</sup> of the month the rental payment shall

be late. For any late payment received after the 10<sup>th</sup> of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

5. **Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage, including, but in no way limited to, the decorative area surrounding the replica gas pumps or store entrances. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

6. **Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Distillery Space in a clean condition. Lessee agrees to not use the Distillery Space as a long term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store items necessary for the proper operation of the Distillery, including agricultural products and/or empty agricultural product containers for a period of time not to exceed three (3) business days. All agricultural products will be stored outside of



the Distillery Space in the service area of the premises; however, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will lessee store any item that is unnecessary for the proper operation of its business within the Distillery Space or the parking area. At no time will Lessee use the parking lot, decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations, including, but in no way limited to, the manufacturing of its product(s). All manufacturing activities shall take place in the service area of the Premises and shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises.

7. **Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force and affect for the full Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law.

8. **Improvements.** To the extent Lessee desires to modify, change or improve the Distillery Space for Lessee's intended use, all such costs shall be borne by Lessee, and no such costs shall be the responsibility of Lessor. Any plans for modifications or improvements must be presented to and approved in writing by Lessor prior to initiation of any change, modification or construction.

9. **Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Distillery Space including, but not limited to, water, sewer, natural gas, and electricity. Lessee shall install and maintain any necessary utility meters or sub-meters at

Lessee's expense.

**10. Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis.

**11. Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessor may elect to implement a program of pest control and, in such event, Lessee hereby grants Lessor the right to enter the Premises and perform such spraying and/or inspections that Lessor deems appropriate, and Lessee shall reimburse Lessor for Lessee's share of the cost of such program. If Lessor does not elect to implement a pest control program, Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying every month; however, such inspections and/or spraying may be required to occur every two (2) weeks if Lessor deems such spraying necessary. Prior to entering into a contract with an exterminator, Lessee shall submit the proposed contract to Lessor for Lessor's review and approval. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and

neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

**12. Security Deposit.** Contemporaneous with the execution hereof, Lessee has on deposit with Lessor the sum of five thousand dollars (\$5,000.00) paid on March 16, 2011 as a Security Deposit for the proper performance of all obligations of Lessee hereunder. Lessor shall hold the Security Deposit in an non-interest bearing account and shall return the same to Lessee upon the expiration of this Lease with all obligations of the Lessee fully performed and completed and the premises returned to Lessor in broom clean undamaged condition, natural wear and tear excepted.

**13. Binding Effect and Severability.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

**14. Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Sub-Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Distillery Space during the Lease Term.

**15. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Sub-Lease.

**16. Counterparts.** This Sub-Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**17. Governing law, Venue and Jurisdiction.** This Lease shall be construed in

accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Sub-Lease.

**18. Relationship of parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

**19. Default.** Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Sub-Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Sub-Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the lease for the unexpired portion of the Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Distillery Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Sub-Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Sub-Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

**20. Guaranty.** Notwithstanding the fact that Lessee is a corporation or other legal entity, by execution hereof, the undersigned owners, operators, members or shareholders of Lessee (“Guarantor”) hereby personally guarantee full, proper and satisfactory performance of all terms of this Sub-Lease by the Lessee. Upon written notice of default of this Sub-Lease, Lessor shall have all right and remedies against Guarantor as are available against Lessee.

**21. Construction.** All terms used in this Sub-Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Sub-Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

**22. Modification.** No changes, additions, or interlineations made to this Lease shall be binding unless initialed by both parties.

**23. Non-waiver.** No delay or failure by either party to exercise any right under this Lease, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

**24. Time of essence.** Time is expressly declared to be of the essence of this Sub-Lease.

**25. Entire Agreement.** This Sub-Lease supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

In witness whereof the parties have executed this Sub-Lease effective as of the date first above written.

LESSOR:  
CITY OF DAWSONVILLE

LESSEE:  
FREE SPIRITS DISTILLERY, LLC

\_\_\_\_\_  
By: Mike Eason, Mayor

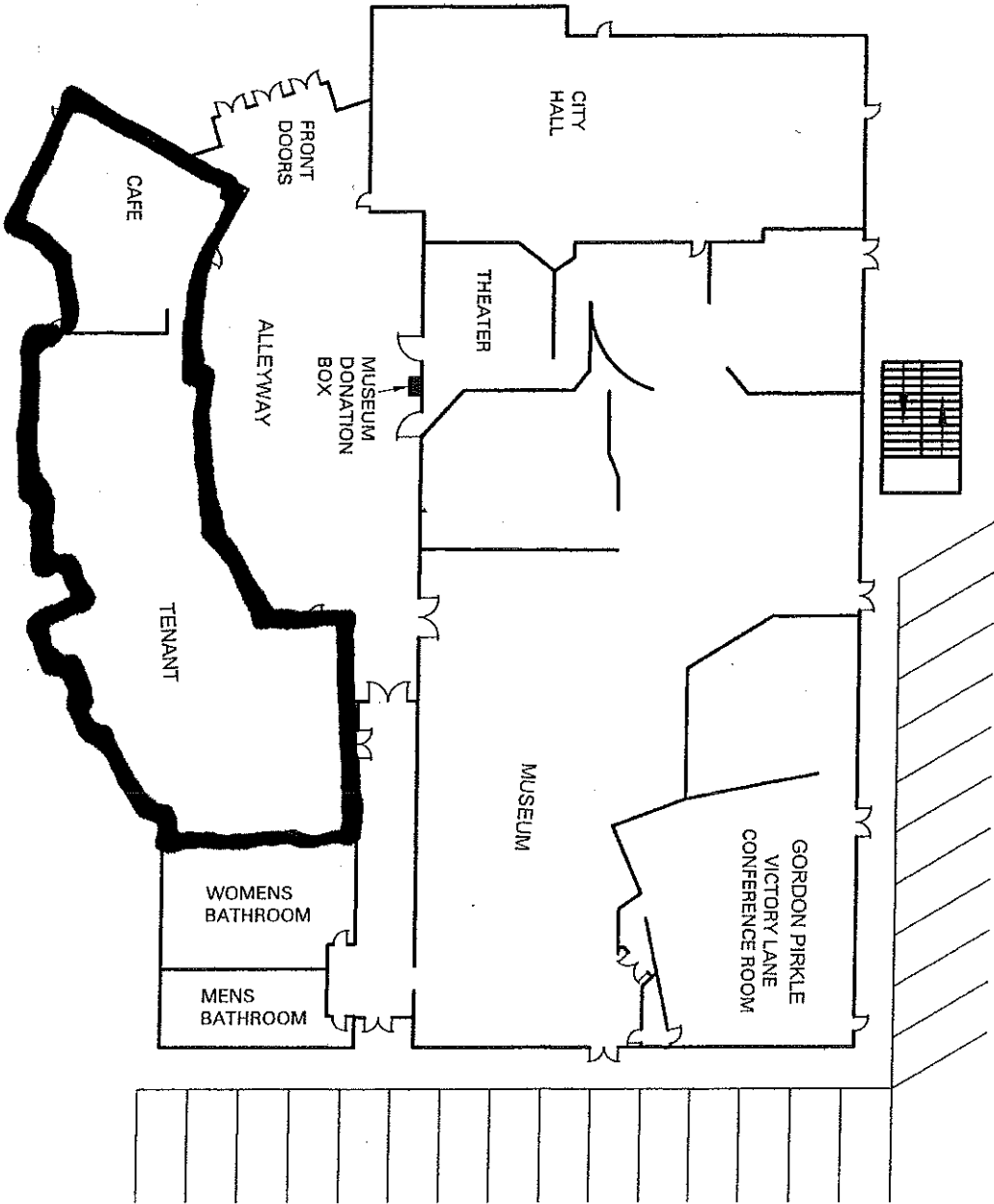
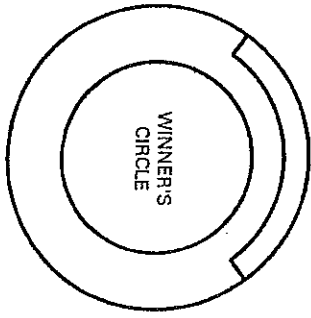
\_\_\_\_\_  
Cheryl Wood, Member

PERSONAL GUARANTY

The undersigned, being the sole member of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, for valuable consideration received, hereby unconditionally guaranties all performance and payment obligations of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, under the terms of this Sub-Lease.

This \_\_\_\_\_ day of January, 2020.

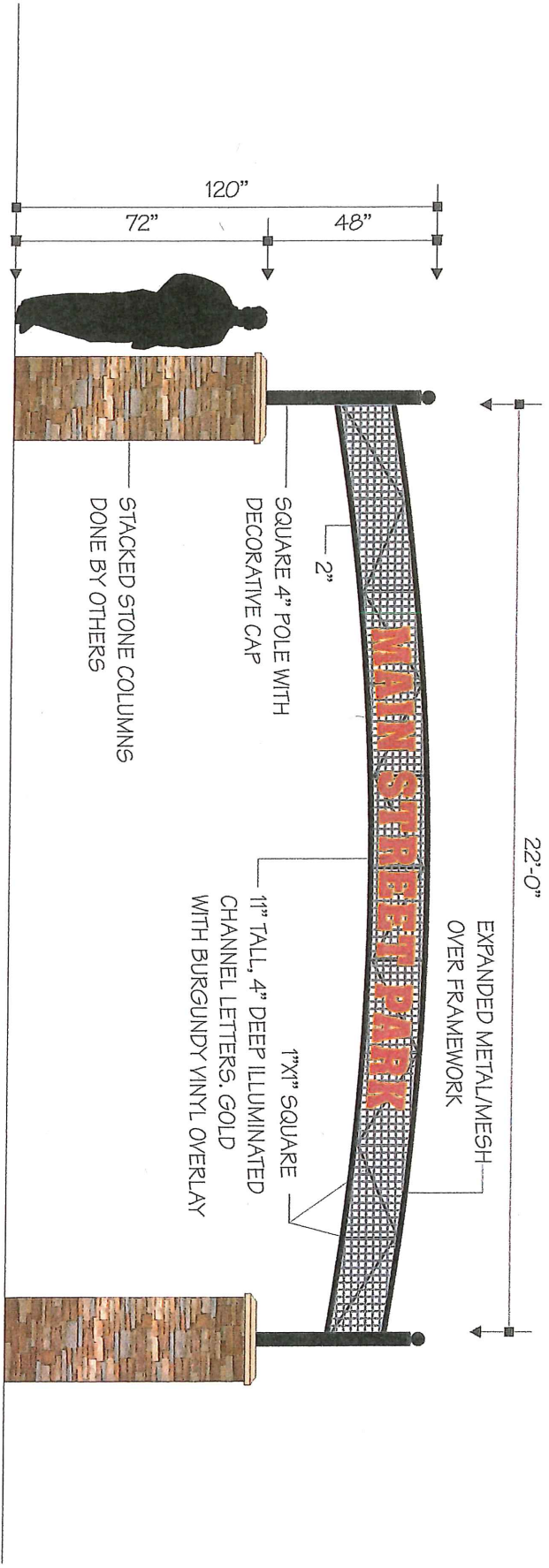
\_\_\_\_\_  
Cheryl Wood



DUMPSTER







**COLORS:**  
 ■ GOLD ■ BLACK ■ BURGUNDY

**TYPE FACE:**  
**FONTS:**

 <p>LANG SIGNS        S · I · G · N · S</p>	<p>THIS CUSTOM DESIGN IS THE EXCLUSIVE PROPERTY OF LANG SIGNS, INC. ALL RIGHTS TO ITS USE AND/OR REPRODUCTION ARE RESERVED.        www.langsigns.com        email: graphics@langsigns.com</p>	<p>CLIENT: CITY OF DAWSONVILLE        SALESPERSON: MICHAEL MOORE        DESIGNER: NEIL TANNER</p>	<p>APPROVED BY: _____        DATE: 10/28/19</p>	<p>FILE: ARTWORK / SALES ART        MAIN STREET PARK DAWSONVILLE        SCALE: 1/4" = 1'</p>
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7077 Ave. Southeast, Suite 100  
 Marietta, GA 30067  
 Phone: 770-887-7239  
 Fax: 770-781-9528



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

# Estimate

Date	Estimate #
12/26/2019	3947

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

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

P.O. No.	Sales Rep	Sales Rep E-mail	Terms			Projected Completion	
Bob Bolz	MM	michael.moore@langsigns.com	50% Deposit Required			1/27/2020	
Description			Qty	Sides	H x W	Rate	Total
MAIN ID SIGNAGE Color: Per Artwork Description: 10' overall height, 22' span entrance sign with 11" internally illuminated channel letters mounted to expanded metal / mesh mounted to 4" rolled aluminum and all supported by 4" square poles with decorative caps.  *** Stone work and electrical pulled to sign to be done by others. ***  Text: MAIN STREET PARK			1	1	10' x 22'	19,060.60	19,060.60
ENGINEERED DRAWINGS			1			450.00	450.00
INSTALL ONLY			1			4,500.00	4,500.00
Terms & Conditions							0.00
* Proposals not accepted/approved within thirty (30) days are subject to revision. * Lang Signs, Inc. shall not be responsible for errors, omissions, or defects resulting from plans, designs, artwork, or other information furnished by purchaser or third parties including, but not limited to contractors and government agents. * Lang Signs, Inc. shall not be responsible or held liable for any issue regarding discrepancies with local municipalities, ordinances, covenants, etc. if customer requests that Lang Signs, Inc. not be involved with the permitting process. * Lang Signs, Inc. shall not be responsible for the location of a sign placed on the property. The sign placement is determined by a site plan showing the sign placement, the owner him/herself or an owner's representative (superintendent). * Any alteration from specifications submitted involving extra costs, including changes by on-site personnel and extra installation trips resulting from an unprepared site, will become additional charges over and above the original quotation. * Unless stated otherwise, installation prices assume unobstructed access to site and standard wall/ground conditions, said prices are subject to revision where unforeseeable conditions are encountered. * Excavation of footing does not include removal of dirt, concrete, or other excavated materials from the site or repair to affected landscaping. * Any representation made regarding due dates or turnaround times are contingent upon timely							

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>

Customer Approval Signature



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

# Estimate

Date	Estimate #
12/26/2019	3947

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

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

P.O. No.	Sales Rep	Sales Rep E-mail	Terms	Projected Completion
Bob Bolz	MM	michael.moore@langsigns.com	50% Deposit Required	1/27/2020

Description	Qty	Sides	H x W	Rate	Total
<p>receipt of permits, deposits, camera-ready art, and all supporting documentation as well as strikes, accidents, weather, or delay beyond our control.</p> <p>* Lang Signs, Inc. may at its discretion, charge a storage fee and or/invoice product prior to their installation if purchaser or purchaser's agents delay delivery or installation for ten (10) or more calendar days.</p> <p>* Purchaser agrees to pay a \$50.00 late penalty plus a 1.5% monthly finance fee on past due amounts. In the event this contract is placed for collection through an outside agency, attorney or court, all resulting fees shall be paid by purchaser.</p> <p>* In the event that legal action is taken by either party to settle a dispute, the venue for said legal action shall be Forsyth County, Georgia purchaser agrees to settle disputes via arbitration if requested by Lang Signs, Inc.</p> <p>* Title to all material and property covered by this contract shall remain on Lang Signs, Inc. possession and shall not constitute a part of the reality to which it may be attached until the purchase price, including any application late penalty and finance fee is paid in full.</p> <p>* In the event of default by purchaser, Lang Signs, Inc. may at once and without process of law take possession of and remove as and when it seems fit, all materials used or intended for use in the construction of said property called in this contract without liability to purchaser whatsoever. Expenses for removal, storage, and reinstallation will be paid by purchaser.</p> <p>* Purchaser agrees to secure all necessary permission for use of all registered trademarks and/or copyrights used and assumes all liability for trademarks/copyright infringement or misuse.</p> <p>* Lang Signs, Inc. reserves the right to use any sketches and/or photographs of the signs it manufactures or installs for marketing and other purposes.</p> <p>* All sketches and designs, or any facsimile thereof remain the property of Lang Signs, Inc. If signs are constructed by others, Lang Signs, Inc. will be duly paid for all other work performed.</p> <p>* Unless stated otherwise, prices are F.O.B. Lang Signs, Inc. in Cumming, Georgia and do not include permit fees, final electrical hook-up, or engineer stamp (if required).</p> <p>* Due to fluctuating concrete costs (varied by area or state) the cost of concrete is not included and will be billed separately.</p> <p>* Unless stated otherwise, the cost of engineered drawings, permits and permit acquisition is not included and will be billed separately.</p>					

<b>Subtotal</b>
<b>Sales Tax (7.0%)</b>
<b>Total</b>

Customer Approval Signature



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

# Estimate

Date	Estimate #
12/26/2019	3947

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

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

P.O. No.	Sales Rep	Sales Rep E-mail	Terms	Projected Completion
Bob Bolz	MM	michael.moore@langsigns.com	50% Deposit Required	1/27/2020

Description	Qty	Sides	H x W	Rate	Total
<p>Warranty</p> <p>Lang Signs, Inc. warrants the following products against defective workmanship and materials to the original owner for the period defined below from the date of shipment or installation. If the product should prove defective in material or workmanship within that period, Lang Signs, Inc. will repair or replace the defective part(s) in a timely manner at no charge to the purchaser.</p> <p>Items</p> <ul style="list-style-type: none"> <li>* Steel Components (frames, poles, mounting, hardware, etc.) 1 year</li> <li>* Aluminum Components (frames, skins, backgrounds, letters, etc.) 1 year</li> <li>* Flex Faces and Awning Skins (with proof of proper semi-annual cleaning) 1 year</li> <li>* Plastic Components (faces, trim cap, backgrounds, letters, etc.) 1 year</li> <li>* Electronic Message Boards (materials only) 1 year</li> <li>* Electrical Components (sockets, ballasts, neon, transformers, etc. except lamps) 1 year</li> <li>* Vinyl Copy and Graphics 1 year</li> <li>* Lamps (purchased as part of new sign) Six (6) months</li> <li>* Service Work (labor and materials) Thirty (30) days</li> </ul> <p>This warranty does not cover: Damage resulting from accident, misuse, abuse, neglect, or other circumstances beyond Lang Signs, Inc. control, including storm damage, signs manufactured but not installed and/or serviced by Lang Signs, Inc., or specific requests by purchaser for materials or construction methods not recommended by Lang Signs, Inc.</p> <p>No other warranties expressed or implied: Purchaser acknowledges that, notwithstanding any contrary term or provision in purchaser's purchase order or otherwise, the only warranty extended by Lang Signs, Inc. is the express warranty contained herein. Purchaser further acknowledges that no oral warranties, representations, or guarantees of any kind have been made by Lang Signs, Inc. or its agents, that in any way alter the terms of the warranty.</p>					0.00

Thank you for considering Lang Signs, Inc. for your sign needs. The quotation above is a representation of our previous discussions. If you have any questions, please don't hesitate to contact me. We appreciate your business and look forward to working with you!	<b>Subtotal</b>	\$24,010.60
	<b>Sales Tax (7.0%)</b>	\$0.00
	<b>Total</b>	<b>\$24,010.60</b>

Customer Approval Signature \_\_\_\_\_



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: ENGINEERING PLAN REVIEW FEES

DATE(s): 02/03/2020 CITY COUNCIL MEETING 1 \_\_\_\_\_ CITY COUNCIL MEETING 2

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

To bring City policy into compliance with Sect. 110-31 of the City of Dawsonville Development Code

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HISTORY/ FACTS / ISSUES

Historically plan review fees charged by GBT for submitted projects has been paid by the City. These fees have been split between Utilities, Public Works and Planning and Zoning. The fees are typically paid out of each department under the engineering services line item. Sect. 110-31 of the Development Regulations places the responsibility of paying the fees on the developer. The attached staff report details the proposal.

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OPTIONS:

1. Set rates at the City for reviews and pay engineer directly when invoices are delivered.
2. Some other method of recoupment.

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RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning & Zoning

REQUESTED BY: R. Irvin



January 21, 2020

To: The Honorable Mike Eason, Mayor  
& City of Dawsonville City Council

RE: Staff Report; Engineering Plan Review Fees

Mayor and Council,

Due to the increase in the number of plans submitted for review and taking into account the high probability that this trend will continue the ability to cover the cost of outsourced engineering plan review services without passing that cost on to the customer is unlikely to be sustainable. Currently the cost per plan review with GBT is around \$1,500.00. This is a cost that has been historically absorbed into the budgets of the Planning Department, the Utilities Department and occasionally Public Works.

The Development Regulations which were adopted in July 2019 states:

Sec. 110-31:

*The Developer is responsible for all costs incurred by the City associated with the proposed development. These costs include:*

- a. Feasibility Study and Capacity Modeling*
- b. Engineering Plan Review*
- c. Regulatory Agency Application and Review Fees*
- d. Meter and Backflow Installation*
- e. Connection to Existing City of Dawsonville Water and Sewer Lines*
- f. Inspection*
- g. Testing*

Noting that the City has in ordinance the means to pass this cost on to the developer the question thus remains as to the mechanism:

The most logical options are:

- Option 1: Charge a calculated rate for reviews based upon GBT's stated rates. Lamar Rogers with GBT has provided the following narrative regarding plan review rates, "Plan review fees are billed monthly using hourly rates based on actual payroll cost times a 2.15 multiplier. The fee for residential developments is estimated not to exceed \$40.00 per lot for developments less than 50 lots and to not exceed \$25.00 per lot for developments greater than 50 lots. The fee for commercial developments varies with the complexity and size of the development, extent of utilities and completeness of the developer's initial submittals. Subsequent submittals are reviewed based on the same fee schedule."

By averaging the most recent plan review invoices from GBT and comparing the actual amounts invoiced to the potential costs as described above, GBT on average is billing at 60% potential cost. Thus, the City could:

- a. Roll fees into the current plan review fees the City charges. Currently the City charges \$200.00 + \$5.00 per lot for an initial civil plan review. For subsequent civil reviews the City charges \$100.00 + \$5.00 per lot. The City bills the customer at time of first submittal the current fees plus with the potential cost of the first review added in (\$200.00 + \$45.00 per lot for developments under 50 lots and \$200.00 + \$30.00 per lot for developments over 50 lots). Subsequent reviews which are typically less time and resource constraining can be charged the standard fee already in place (\$100.00 + \$5.00 per lot) or,
- b. Keep engineering plan review fees as separate line items to be taken in in addition to the current City plan review fees.

Commercial developments can be charged a flat fee, I would suggest \$1,000.00, which should cover any review costs.

Option 2: Receive all invoices from GBT on a particular project and bill the developer the actual cost of the review(s) and hold approval of plans and issuance of permits until paid. Lamar Rogers states with regards to billing, *"Our payroll is every 2 weeks so depending on the review day, the invoice would not be ready for 5 to 16 days after my review."*

While option 2 would ensure the most accurate billing to the developer it would cause a time delay which most developers do not wish to incur. I believe developers would rather pay a calculated up-front fee than wait for an invoice. If option 1 is implemented the City might lose a little overall in cost vs. fees on some reviews, however this should even out over multiple submittals. I would further recommend that we periodically compare the engineering fees with the new plan review fees so we can see if we have the new plan review fees set at the right level.

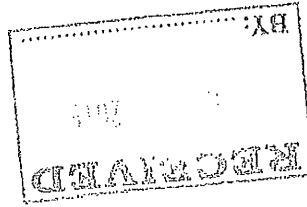
Both options have been presented to the City Manager Bob Bolz and the senior staff and all are in favor of option 1. Finance Director Hayden Wiggins has confirmed option 1 can be accomplished. Please find attached a sample of invoices from GBT for your review.

Sincerely,



RJ. Irvin, Planning Director

Cc: Bob Bolz, City Manager  
M/CC



Robert

# Invoice

July 19, 2019

Invoice Number: 38150

Mr. Robert Bolz  
City of Dawsonville  
415 Hwy. 53 East  
Dawsonville, GA 30534

Project: 833.062 Creekstone Subdivision  
City of Dawsonville Miscellaneous Services

*Handwritten initials: RB, SB*

Engineering services provided for review of construction plans for water, sewer and drainage for Creekstone Subdivision - Phase II (87 lots) for the City of Dawsonville.

**Engineering Services for the Period: May 16, 2019 to June 28, 2019**

**Professional Services**

	<b>Amount</b>
Correspondence	72.84
Plan/Site Review	1,403.94
<b>Total:</b>	<b>1,476.78</b>

W \$ 369.19  
S \$ 369.20  
P2 \$ 738.39

**Total Invoice Amount \$1,476.78**

APPROVED FOR PAYMENT	
Pmt. Approval	<i>Robert Bolz</i>
Date	8/6/19
Goods/Services Rec'd	P.O. # P20-00134 Creekstone Const. plan review
Acct. Coding	521202
Vendor	Gentros, Chaska
Entered by	SB
Date	7-31-19



*Robbie*

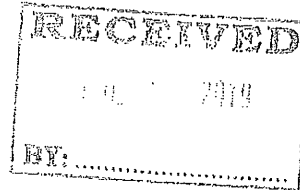


# Invoice

July 19, 2019

Invoice Number: 38151

Mr. Robert Bolz  
City of Dawsonville  
415 Hwy. 53 East  
Dawsonville, GA 30534



Project: 833.063 Michael Turner - Allen Street Tract  
City of Dawsonville Miscellaneous Services

*[Handwritten initials]*

Engineering services provided for review of construction plans for water, sewer and drainage for Michael Turner - Allen Street Tract (37 lots) for the City of Dawsonville.

**Engineering Services for the Period: June 12, 2019 to July 12, 2019**

**Professional Services**

	<b>Amount</b>
Correspondence	62.24
Plan/Site Review	1,281.39
<b>Total:</b>	<b>1,343.63</b>

*W \$ 335.90*  
*S \$ 335.91*  
*PZ \$ 671.82*

**Total Invoice Amount**

**\$1,343.63**

APPROVED FOR PAYMENT	
Pmt. Approval: <i>[Signature]</i>	
Date: <i>7-19-19</i>	P.O. #: <i>P20-00135</i>
Goods/Materials From: <i>Engineering - Allen St.</i>	
Acct. Coding: <i>521202</i>	
A/P Use Only:	
Vendor #: <i>6081005</i>	Check #: <i>29604</i>
Entered by: <i>SB</i>	Date: <i>7-31-19</i>



# Invoice

March 29, 2018

Invoice Number: 36574

Mr. Robert Bolz  
City of Dawsonville  
415 Hwy. 53 East  
Dawsonville, GA 30534

Project: 833.057 Thunder Ridge Subdivision  
City of Dawsonville Miscellaneous Services

Engineering services provided for review of construction plans and hydrology study for Thunder Ridge subdivision for the City of Dawsonville.

**Engineering Services for the Period: February 13, 2018 to March 16, 2018**

**Professional Services**

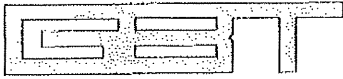
	<b>Amount</b>
Correspondence	45.98
Client Meeting	716.45
Plan/Site Review	1,830.92
<b>Total:</b>	<b>2,593.35</b>

S \$ 1296.68  
P+2 \$ 1296.67

**Total Invoice Amount** \$2,593.35

RECEIVED  
APR 11 2018  
BY: .....

APPROVED FOR PAY  
Prnt. Approval *[Signature]*  
Date *4-11-18* P.O.# *18-01170*  
Goods/Materials Rec'd *[Signature]*  
Acct.Coding *502-4300-521202* | 100-1700-521202  
A/P Use Only:  
Vendor # *Client 005* Ck.#  
Entered by *[Signature]* Date *4-18-18*



G. BEN TURNIPSEED ENGINEERS

*Professional, Public & Utility Engineering*

2255 CUMBERLAND PARKWAY, BUILDING 400, ATLANTA GA 30339 • 770-333-0700

Invoice

Mrs. Bonnie Warne  
City of Dawsonville  
P.O. Box 6  
Dawsonville, GA 30534

May 26, 2017  
Invoice Number: 35515

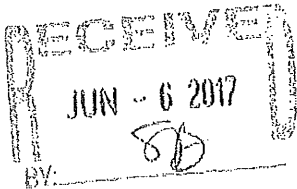
Project: 833.026 Atlanta Motorsports Park  
City of Dawsonville Miscellaneous Services

Engineering services provided for review of plans for Atlanta Motorsports Park - Phase II Karting Clubhouse/  
Garages and Phase II South Garage for the City of Dawsonville.

Engineering Services for the Period: March 28, 2017 to April 28, 2017

Professional Services

	Amount
Plan/Site Review	568.02
<b>Total:</b>	<b>568.02</b>



**Total Invoice Amount \$568.02**

APPROVED FOR PAYMENT  
 Pmt. Approval *Robert H. ...*  
 Date 6-29-17 P.O.# P-7-01458  
 Goods/Materials Rec'd Engineering Svcs - AMP  
 Acct. Coding 100-2-100-052.1282  
 Vendor # Gben005 CK#  
 Entered by SB Date 6-16-17



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

SUBJECT: FINAL PLAT FOR SWEETWATER PRESERVES

DATE(s): 02/03/2020 CITY COUNCIL MEETING 1 \_\_\_\_\_ CITY COUNCIL MEETING 2

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

PURPOSE FOR REQUEST:

Sec. 113-37(bb) states: "The following certifications shall be shown and signed on the Final Plat:

(4) This subdivision has been reviewed... and found to be in compliance with the Zoning Ordinance, Development Regulations and Subdivision Regulations. The Mayor and City Council hereby approve this Final Plat, subject to the provisions and requirements of the City's regulations."

HISTORY/ FACTS / ISSUES

Sweetwater Preserve is the PUD development at Hwy 9 South and Perimeter Rd. All proper procedures were followed during the zoning process and all civil plans were properly reviewed. Construction of the infrastructure of this subdivision is now complete, all applicable performance and maintenance bonds have been posted. The final plat has been reviewed by staff and the city engineer and found to be in compliance.

OPTIONS:

Approve and signature by the Mayor.

RECOMMENDED SAMPLE MOTION:

Motion to approve.

DEPARTMENT: Planning & Zoning

REQUESTED BY: R. Irvin





**GUNNIN**  
LAND SURVEYING

FINAL PLAN OF  
**SWEETWATER PRESERVE**  
405 ACRES, 1st SECTION  
CITY OF DAWSONVILLE  
DAWSON COUNTY, GEORGIA  
OCTOBER 16, 2019

DRAWN BY: AWC  
CHECKED BY: AWG

NOW OR FORMERLY  
OWNERS OF LANDS  
ADJACENT TO THE  
SUBJECT PROPERTY  
(SEE PLAN P. 2)

NOTE ON FORMERLY  
OWNERS OF LANDS  
ADJACENT TO THE  
SUBJECT PROPERTY  
(SEE PLAN P. 2)

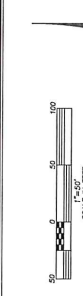
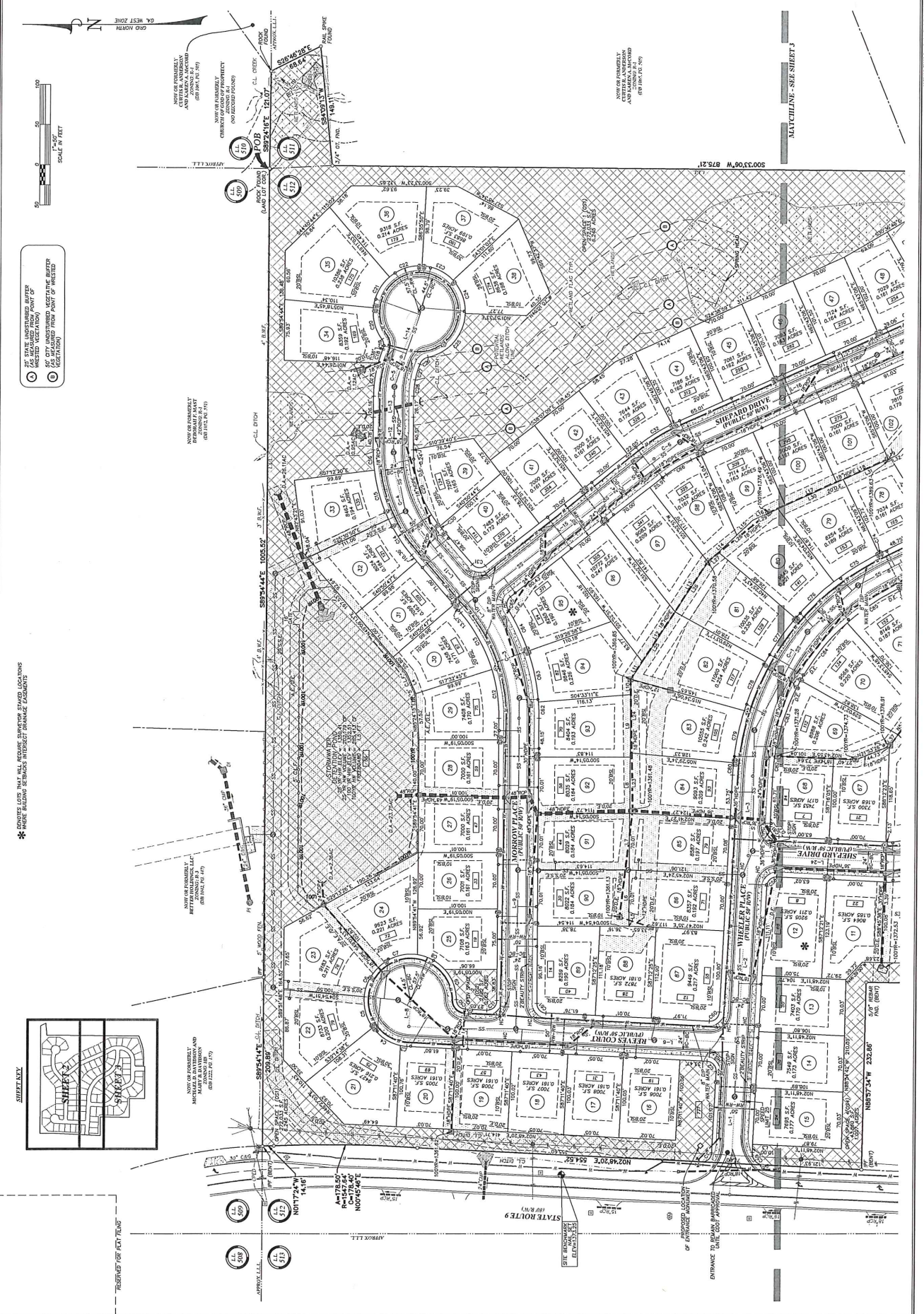
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ADJACENT TO THE  
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(SEE PLAN P. 2)

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(SEE PLAN P. 2)

NOTE ON FORMERLY  
OWNERS OF LANDS  
ADJACENT TO THE  
SUBJECT PROPERTY  
(SEE PLAN P. 2)

NO.	DESCRIPTION	DATE
1	AS SHOWN	10/16/19



SCALE IN FEET

25' STATE UNDISTURBED BUFFER  
AROUND ALL WETLANDS AND  
WATERBODIES (SEE PLAN P. 2)  
30' STATE UNDISTURBED BUFFER  
AROUND ALL WETLANDS AND  
WATERBODIES (SEE PLAN P. 2)

30' STATE UNDISTURBED BUFFER  
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30' STATE UNDISTURBED BUFFER  
AROUND ALL WETLANDS AND  
WATERBODIES (SEE PLAN P. 2)

\* LOCATIONS THAT WILL REQUIRE STRUCTURE STAGED LOCATIONS  
WHERE BUILDING SETBACK INTEREST DRAINAGE ELEMENTS

RESERVED FOR FUTURE PLANS

ENTRANCE TO THE PROPERTY

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DRAWN BY: AGD  
CHECKED BY: AWG

PROJECT NO. 81809



# GUNNIN

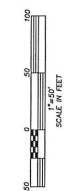
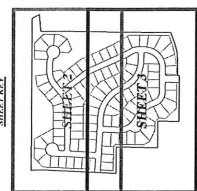
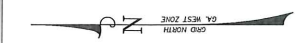
LAND SURVEYING

1877 Peachtree Dunwoody Road, Suite 100, Atlanta, GA 30329  
770.415.4000

## FINAL PLAN OF SWEETWATER PRESERVE 4TH DISTRICT, SECTION 8 CITY OF DAWSONVILLE, DAWSON COUNTY, GEORGIA

OCTOBER 16, 2019

NO.	DESCRIPTION	DATE



- (C) 25' STATE UNBOUND BUFFER (UNRESTRICTED VEGETATION)
- (D) 50' STATE UNBOUND BUFFER (RESTRICTED VEGETATION)
- (E) 100' STATE UNBOUND BUFFER (RESTRICTED VEGETATION)

\* LOCATES LOTS THAT WILL REQUIRE SHIFTER STAKED LOCATIONS  
\* WIDE BUILDING SETBACKS INTERSECT DRAINAGE EASEMENTS





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 16

---

SUBJECT: PARKS AND FACILITIES RULES AND REGULATIONS ORDINANCE

CITY COUNCIL MEETING DATE: 02/03/2020

---

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: **SECOND READING AND ADOPTION**

AN ORDINANCE TO PROVIDE A METHOD OF ADOPTING AND ENACTING RULES AND REGULATIONS CONCERNING CONDUCT AND ACTIVITIES AT ALL CITY PUBLIC PARKS AND FACILITIES; TO PROVIDE FOR PENALTIES FOR VIOLATIONS OF SAME; AND FOR OTHER PURPOSES.

FIRST READING: JANUARY 6, 2020; SECOND READING AND ADOPTION: FEBRUARY 3, 2020

---

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**APPROVE, AMEND OR DENY**

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Bob Bolz, City Manager



**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF  
DAWSONVILLE, GEORGIA**

**ORDINANCE NUMBER           #01-01-2020**

**AN ORDINANCE TO PROVIDE A METHOD OF ADOPTING AND ENACTING RULES AND REGULATIONS CONCERNING CONDUCT AND ACTIVITIES AT ALL CITY PUBLIC PARKS AND FACILITIES; TO PROVIDE FOR PENALTIES FOR VIOLATIONS OF SAME; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and Council desire to regulate conduct and activities at all City public parks and facilitates through the adoption of various rules and regulations;

WHEREAS, rules and regulations should be enforced by appropriate penalties for the violation of the same to promote compliance therewith; and

WHEREAS, the Mayor and Council desire to adopt an ordinance providing a method for adopting rules and regulations concerning conduct and activities at all City public parks and facilitates, as well as penalties for violation of the same.

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

**SECTION 1.**

Chapter 10, Article I of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the existing reservation of Sections 10-1 through 10-18.

**SECTION 2.**

Chapter 10, Article I of the Code of the City of Dawsonville, Georgia, is hereby amended by adopting and enacting a new Section 10-1 as follows:

**Sec. 10-1. – City Park and Facilities Rules and Regulations; Penalties for Violations.**

(a) *Rules by Resolution.* The Mayor and Council of the City may adopt various rules and regulations governing the conduct and activities of citizens and visitors at all City parks and facilities open to the public via resolution.

(b) *Applicability of Rules.* All rules and regulations adopted shall apply to all conduct and/or activities within all City parks and facilities open to the public. Such parks and facilities shall include, but in no way be limited to, Main Street Park, the Farmer’s Market, the City cemetery, City Hall and City History Museum (Georgia Racing Hall of Fame), as well as any and all grounds, sidewalks, parking areas, and/or trails thereof.

(c) *Penalties for Violations.* Any and all violations of the rules and regulations established and/or adopted pursuant to this Section shall be punished as outlined in Section 1-8.

**SECTION 3.**

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 4.**

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

**SECTION 5.**

This ordinance shall become effective upon adoption, the public good demanding the same.

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
Stephen Tolson, Council Member Post 2

\_\_\_\_\_  
John Walden, Council Member Post 3

\_\_\_\_\_  
Mark French, Council Member Post 4

ATTESTED TO BY:

\_\_\_\_\_  
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 17

---

SUBJECT: RESOLUTION TO ADOPT PARKS AND FACILITIES RULES AND REGULATIONS

CITY COUNCIL MEETING DATE: 02/03/2020

---

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 RESOLUTION TO ADOPT PARKS AND FACILITIES RULES AND REGULATIONS**

---

HISTORY/ FACTS / ISSUES:

**ORIGINALLY PRESENTED AT THE JANUARY 6, 2020 MEETING**

---

OPTIONS:

**APPROVE, AMEND OR DENY**

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Bob Bolz, City Manager

**A RESOLUTION BY THE CITY OF DAWSONVILLE, PURSUANT TO CHAPTER 10, ARTICLE I, SECTION 10-1 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA ADOPTING, ENACTING, AND ENABLING CITY PARKS AND FACILITIES RULES AND REGULATIONS.**

**WHEREAS**, the City of Dawsonville owns, operates, and maintains various public parks and facilities throughout the City;

**WHEREAS**, such public parks and facilities may be, and are, visited by numerous citizens and visitors for various purposes;

**WHEREAS**, the Mayor and Council recently adopted and enacted by ordinance a means for establishing by resolution City Parks and Facilities Rules and Regulations to govern the conduct of visitors at City parks and facilities pursuant to Chapter 10, Article I, Section 10-1;

**WHEREAS**, the Mayor and Council in consideration of Section 10-1, have drafted various rules and regulations governing the operation of City parks and facilities and the conduct and activities of visitors to City parks and facilities, attached hereto as Exhibit "A;" and,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Dawsonville that the City does hereby adopt, enact, and enable the City Parks and Facilities Rules and Regulations, attached hereto as Exhibit "A," to govern the operation of City parks and facilities and the conduct and activities of visitors to City parks and facilities. The same shall be published on the City website and made posted or made available to the general public at City parks and facilities by such means that the City Manager deems appropriate.

**SO RESOLVED** this \_\_\_\_\_ day of February, 2020.

**MAYOR AND DAWSONVILLE CITY COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
Stephen Tolson, Council Member Post 2

---

John Walden, Council Member Post 3

---

Mark French, Council Member Post 4

ATTESTED TO BY:

---

Beverly A. Banister, City Clerk

**CITY OF DAWSONVILLE**  
**PARKS & FACILITIES**  
**RULES & REGULATIONS**

**Chapter 1 - Authority**

- a. As provided by Georgia law, the Dawsonville City Council has the right to create and enforce the following rules and regulations for its parks and facilities. City parks and facilities include Main Street Park, Wallace Park, City Dog Park, City Farmer's Market Facility and such other parks and facilities that the City may add in the future. Violators may be prosecuted.
- b. Park Rules & Regulations are posted at all City parks and facilities and available on the City website. These must be observed by all park and facility visitors. Violators may be removed from the park/facility and may be prosecuted.

**Chapter 2 - Hours of Operation**

- a. Parks and facilities are open from sunrise to sunset year-round unless otherwise posted.
- b. The City reserves the right to close any park or facility at any time it deems necessary for City event use, maintenance, weather-related or other issues.

**Chapter 3 – Risk of Loss or Damage**

- a. The City of Dawsonville will not be responsible for the loss or damage of personal property or for injuries to persons or animals who use city parks and facilities. All person(s) using city parks and facilities do so at their own risk.

**Chapter 4 - Motor Vehicles**

- a. Park roads are public roads, and unless otherwise posted, are subject to license, registrations, safety requirements and regulations of the Georgia Department Public Safety. Drivers must obey all traffic signs and all vehicles must be operated in a legal and safe manner.
- b. The only licensed motorized vehicles permitted on park roads designated for vehicular traffic are non-commercial, passenger automobiles, truck and motorcycles unless prior written approval has been received from the City. Non-licensed vehicles are not are not permitted on park property.
- c. No one shall operate a motorized vehicle except on designated roads. Motorized vehicles of any sort are prohibited from all paths, walkways and paved trails other than maintenance vehicles authorized by the City.
- d. Parking is permitted only in designated areas and visitors shall adhere to the Georgia Code regarding handicap parking.
- e. Motorized vehicles may not be left in any park or facility after dark. Vehicles in violation will be towed at the owner's expense.
- f. The speed limit is 7 miles per hour in all parks.

**Chapter 5 - Trail Use**

- a. Bicycles are permitted only on park roads and on the designated recreational trails.

- b. Skateboarding and hoverboards are prohibited on all City property, including all sidewalks, buildings, grounds, parks, facilities, cemeteries, and parking areas. Skateboarding is allowed only in designated skateboarding areas, if any.

#### **Chapter 6 - Pets**

- a. Dogs must be leashed (no longer than six feet in length) and dogs must always be accompanied by the owner. Owners must quickly pick up any waste or debris caused by their dogs and properly dispose of same in provided containers.
- b. Dogs are not permitted in playground areas or any other posted area.
- c. No other pets besides dogs are allowed in city parks or facilities.

#### **Chapter 7 - Natural Resources**

- a. All wildlife, plant life, and any other natural or man-made features are protected and may not be disturbed, damaged, altered or removed.
- b. No person in a city park or a facility shall install or plant any materials except with a permit from the City Manager or his designee.
- c. No person shall possess or use any type of metal detecting equipment.
- d. Lawn pesticides and herbicides may be applied periodically by the City or their designee under manufacturer's or any required guidelines and procedures. Call the City Public Works Department for more information about when and where pesticides and herbicides are being used.

#### **Chapter 8 - Signs/Handbills and Solicitation**

- a. No person shall post, print, affix, distribute, deliver, place, cast, erect, or leave about any bill, billboard, placard, ticket, handbill, sign, circular or advertisement other than described in Section 'b' of this chapter in any City park or facility without prior approval of the City Manager or his designee.
- b. Persons desiring to place signs on a fence or other park/facility property to advertise a special event or cause must apply to the City Manager or his designee for permission to place signs. A maximum of two signs, up to 3' X 5' each, for the same event or cause may be placed for a maximum of thirty (30) days during a calendar year. Signs must be removed within three days following the event.
- c. No solicitation is permitted at city parks or facilities other than the sales of products properly permitted by the city.

#### **Chapter 9 - No Vaping – No Smoking – No Dipping – No Tobacco**

- a. The use of any and all vape devices, tobacco products, snuff, and other similar items is prohibited on all City property, including all buildings, grounds, parks, facilities, cemeteries, and parking areas.

#### **Chapter 10 - Intoxicants**

- a. Possession, consumption or use of alcoholic beverages or intoxicants is unlawful in any City park or facility unless it is at a properly permitted City event that allows alcohol.

### **Chapter 11 - Fires**

- a. Ground fires are not permitted in the parks or facilities.
- b. Fires are only permitted in grills for cooking purposes, must always be attended, properly contained and extinguished.
- c. Portable stoves or grills may not be placed on picnic tables.
- d. Burning material, hot coals or ashes may not be placed on grass, plants, in bodies of water, or in trash cans.
- e. Patrons should either allow coals or ashes to cool completely and then carry out of the parks for disposal or deposit in identified hot coal bins.

### **Chapter 12 - Loitering**

- a. No person shall loiter, delay or stand idly around in the vicinity of a restroom or designated parking area located in the park or facility.
- b. Other than minor children under 6 years of age, no person shall enter rest rooms in a park or facility that is different than that person's gender.

### **Chapter 13 - Camping**

- a. Camping is prohibited in City parks and facilities without the permission of the City Manager or his designee.

### **Chapter 14 – Commercial Photography & Filming**

- a. It is the desire of the City to provide for the use of its facilities to accommodate photography and filming when practical and appropriate. In determining whether to authorize the use of any city parks, facilities, structures or other properties for commercial photography and filming; primary consideration will be given to reducing disruption of normal public use, recovering expenses incurred by the City, and protecting the cultural and natural resources.
- b. Individuals or Companies applying for approval of photography or film shoots must obtain an *Application for Film Permit* from the city and submit it to the City Manager or his designee for approval at least four weeks prior to the requested shoot date. Fees may be assessed.
- c. Any and all insurance requirements, indemnifications, waivers of liability and agreements for financial responsibility must be agreed upon prior to filming.

### **Chapter 15 - Drones/Engine Powered Toy Airplanes**

- a. Drone operation, toy airplanes or other engine powered flying devices are prohibited in City parks and facilities unless specifically approved in writing in advance by the City Manager or his designee.
- b. If the drone is to be used for commercial photography and filming, an *Application for Film Permit* will also have to be submitted and approved.
- c. The requestor must provide detailed project description, specific site location requested, and exact dates and times the drone is to be used.
- d. The requestor must also submit their FAA drone registration, the name of the pilot, and proof of FAA Small UAS Certification Part 107.

### **Chapter 16 - Firearms – Weapons**



- a. Persons may carry firearms in city parks and facilities only in accordance with federal, state and local law.
- b. Discharging a firearm in city parks or other facilities is prohibited.
- c. Bows and arrows, explosives or other dangerous ordinance, fireworks, missile throwing device, or any other weapon are not permitted in city parks and facilities.

#### **Chapter 17 - Rules of Conduct**

- a. Persons in city parks and facilities must conduct themselves in such a way as not to disturb the peace and quiet of the parks, facilities or surrounding neighborhoods.
- b. No person shall play a radio or other sound amplification device so loud as to be an annoyance to other people in the park or to nearby residents. No person shall use any sound amplification device audible more than twenty (20) feet from the device without written permission of the City Manager or his designee.
- c. Persons using the parks and facilities are expected to exercise reasonable care of the city property, to clean the area before leaving and to properly dispose of trash.
- d. No person shall deposit any garbage, ashes, sewage, refuse, earth or any other waste material other than in receptacles provided for such purpose.
- e. Household or business refuse or garbage shall not be deposited in park or facility receptacles.
- f. No person shall remain within a park or facility who does not abide by conditions adopted and posted by the City for the preservation of good order and the protection of property within the park.
- g. Any person directed by a peace officer, City employee, or other agents of the City Council in the lawful performance of their duties, to leave the park or facility shall do so promptly and peaceably.

#### **Chapter 18 - Picnic Shelters including Farmer's Market Pavilion**

- a. Reservations are required for all shelter rentals and must be submitted on the required reservation form available at the City website [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov) or at City Hall. Payments must accompany reservations. Reservation is not valid without payment.
- b. Reservations are accepted up to 12 months in advance in person, by phone, email, and mail. The appropriate reservation form and payment must be submitted within seven days of the reservation for it to be valid.
- c. All cancellation requests must be submitted in writing. If cancellation is requested more than 30 days from the event, a full refund less the \$10.00 administrative fee shall be granted. If cancellation is requested between 14 and 29 days from event, a 50% refund less the \$10.00 administrative fee will be granted. If reservation is cancelled 13 days or less from the event, there is no refund.
- d. There is a \$10.00 administrative fee per reservation date change. Changes to reservation dates must be made more than 30 days from the event.
- e. Fees will not be refunded if the event is canceled due to inclement weather.
- f. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior approval from the City Manager or his designee.

- g. Users will enter shelters on the reserved day no sooner than the opening hours and will leave the premises prior to closing hours. Or if renting the pavilion, users may occupy no sooner than the rented time slot and no later than the ending of time slot.
- h. Consumption or possession of alcoholic beverages is prohibited other than at a City permitted event where alcoholic beverages are specifically allowed in the park or facility.
- i. Renter will be held liable for any damage done to the shelter during their reservation. The shelter must be clean after the event concludes and ready for the next reservation.
- j. Renter will make certain all cooking fires are properly extinguished.
- k. Renter will put all litter and refuse associated with the event in the provided containers.
- l. Any group that abuses a shelter or violates rules and regulations will not be issued future reservations, and charges for damages will be assessed.
- m. Decorations may only be taped to surfaces with blue painter's tape. No tacks, staples, screws or nails may be used anywhere in the shelter. Confetti, glitter, rice or similar decorations is not allowed.
- n. Portable grills or any cooking apparatus, including those using bottle propane, are prohibited inside the shelter and may not be located closer than 25' from any structure.
- o. Amplified music must have prior approval from the City Manager or his designee.
- p. Tables, chairs and other amenities shall not be moved or removed from the shelter.

#### **Chapter 19 - Dog Park Regulations**

These regulations are to ensure a safe, disease-free exercise environment is maintained for all dog park patrons.

- a. All persons using the dog park do so at their own risk.
- b. The owners are responsible for the behavior of their dogs and are liable for any damages or injuries caused by their dogs.
- c. No dog shall be left unattended in the dog park.
- d. Owners must quickly pick up any waste or debris caused by their dogs and properly dispose of same in the provided containers.
- e. All dogs must wear a current license tag, vaccination tags, and owner identification tag attached to the collar while in the dog park.
- f. Owners must always have a leash with them and must use it upon entering or leaving the dog park.
- g. Dogs utilizing the dog park must be free of contagious diseases/conditions.
- h. Any aggressive or unruly dog must be removed from the park immediately.
- i. Only dogs 25 lbs. and under are permitted in the small dog section. Use of the large dog section is strictly limited to those 26 lbs. and over.
- j. No food items are permitted within the dog park. The only exception is small treats intended only for dogs. Do not feed treats to dogs other than your own dog.
- k. Puppies must be at least four months old to use the dog park.
- l. Children under the age of 12 must always be accompanied by an adult in the dog park.
- m. There is a limit of three dogs per handler in the dog park.

- n. The City reserves the right to close the Dog Park at any time for maintenance or other reasons.

#### **Chapter 20 - Special Events**

- a. Anyone wanting to utilize any city park or facility, shelter for a special event, such as, parade, rally, public assembly, public demonstration, road closing, Walk/Run, weekend tournaments, presentation of the arts, commercial event, etc. must submit a Permit Application and a \$2,000,000.00 Certificate of Insurance for permission to the City Manager or his designee along with a \$250.00 damage/clean-up deposit no less than 30 days prior to the event.
- b. Marking on the trails or roadways for special events must be water soluble paint, temporary cones/signs, etc.
- c. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior written approval from the City Manager or his designee.

#### **Chapter 21 – Cemeteries**

- a. Cemetery lots must be purchased from the City of Dawsonville.
- b. No interment is allowed until grave space has been purchased and a receipt issued by the City.
- c. A non-biodegradable outer burial container is required for all internments.
- d. Only flat bronze markers and bronze vases mounted on a granite base are allowed to be installed in Dawsonville Memorial Gardens.
- e. The City must be contacted prior to any bronze marker being installed.
- f. No decorations are allowed which interfere with regular maintenance of the grounds.
- g. Planting of flowers or shrubs is prohibited.
- h. No conduct of a boisterous or disorderly manner will be permitted.
- i. Cemetery hours are from sunrise to sunset.
- j. A complete list of Cemetery ordinances may be obtained at City Hall or on Municode.com

#### **Chapter 22 - Enforcement**

- a. The City of Dawsonville Code Enforcement or the Dawson County Sheriff's Office, upon probable cause, is hereby authorized to issue citations for violations of any provision of these rules where a penalty may be levied upon a person found to have violated said provision. Citation shall be heard by the City Municipal Court.
- b. Any person repeatedly violating any rule or regulation may lose the privilege of entering a park or using a shelter for a period of time and receive such fines as determined by the City Judge upon the trial and conviction for any citation.
- c. Sherriff's Office, and City employees may order any person violating any of the provisions of the rules and regulations to leave and not re-enter the area on the day of the violation and the City Manager may ban repeat violators up to one month.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 18

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SUBJECT: REVIEW DRAFT OF FARMER'S MARKET PAVILION RENTAL FEE SCHEDULE

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO REVIEW A DRAFT OF THE RENTAL FEE SCHEDULE FOR THE FARMER'S MARKET PAVILION**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



**CITY OF DAWSONVILLE**  
415 Hwy 53 E, Suite 100  
Dawsonville, GA 30534  
Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market  
Pavilion  
Rental Agreement**

This Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF DAWSONVILLE (hereinafter referred to as the "CITY"), a Georgia municipal corporation, and the below named Individual/Organization (hereinafter referred to as "Renter") for the use of the following City Farmers Market at Dawsonville for the date, time and rental amount specified:

Name: Farmers Market

Date of Use: \_\_\_\_\_

Time of Use: \_\_\_\_\_

Rental Amount: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Renter shall forever release the CITY, and its officers, managers, agents, contractors, employees, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, guardians, next of kin, spouse, and/or legal representatives now have, or may have in the future, for injury, death, or property damage, related to my use of the City Farmers Market specified above or the use of related facilities or any condition(s) on the premises of City Farmers Market.

Renter agrees to repair any and all damages caused to the Farmers Market, Tables and Chairs (if applicable) or any City facilities that occurs during the use of the Farmers Market regardless of the person or entity that caused the damage. Renter further agrees to indemnify and hold harmless the CITY from and against any and all liability, damages, expenses, cause of actions, suits, claims, penalties, or judgments arising from injury to any person(s) sustained by anyone as a result of Renter's use of the City Farmer Market specified above.

Renter agrees to abide by all Rules, Regulations and Fee Schedule for use of City Farmers Market as attached hereto as Exhibit A and incorporated herein by express reference.

Renter: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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**Office Use Only**

Received: \_\_\_\_\_ Scheduled: \_\_\_\_\_ Deposit Returned: \_\_\_\_\_



**CITY OF DAWSONVILLE**  
 415 Hwy 53 E, Suite 100  
 Dawsonville, GA 30534  
 Phone #: (706) 265-3256 Fax #: (706) 265-4214

**Farmers Market  
 Rules, Regulations  
 and Fee Schedule**

**Exhibit A**

1. City use of the Farmer's Market takes precedence over all other uses. The City of Dawsonville reserves the right to change or cancel use of the Farmer's Market by an outside individual, group or organization if the space is needed for city purposes. The City reserves the right to close the Farmer's Market at any time it deems necessary for maintenance, weather-related, or other issues.
2. The Farmer's Market may be rented in one day increments. It may be occupied by renters from 7A M to 9 PM.
3. Reservations are required for all Farmer's Market rental and must be submitted on the form available at the City website [www.dawsonville-ga.gov](http://www.dawsonville-ga.gov). Reservation is not valid without payments. Reservations can be made in person, over the phone or through the City Hall website.
4. Reservations must be made at least seven days and not more than 12-months in advance. A Farmer's Market Use Agreement must be completed at that time and the deposit amount must be received within seven days of the date the reservation was made.
5. All cancellation requests must be submitted in writing. If cancellation is requested more than 30-days before the rental date, a full refund less a \$10.00 administrative fee shall be granted. If cancellation is requested between 14 and 29 days before the rental date, a 50% refund less a \$10.00 administrative fee shall be granted. If a reservation is cancelled 13 days or less from the date of the rental, there is no refund.
6. There is a \$10.00 administrative fee per reservation date change. Changes to reservation dates must be made more than 30 days from the rental date.
7. Fees will not be refunded if the event is cancelled due to inclement weather.
8. Use of food trucks or vendors, bouncy houses, pop up canopies, etc. and other similar equipment/uses are prohibited without prior approval from the City Manager or his designee.
9. For an additional fee, tables and chairs are available. Tables, chairs and other amenities shall not be removed from the shelter.
10. Consumption or possession of alcoholic beverages is prohibited other than at a City permitted event where alcoholic beverages are specifically allowed.
11. The use of any and all vape devices, tobacco products, snuff, and other similar items is prohibited on all City property including the Farmer's Market.
12. Renter will be liable for any damage done to the shelter during their reservation. This includes failure to properly clean up. Violations shall result in forfeiture of deposit amount and possibly additional charges. Assuming compliance with all Rules and Regulations and terms of the Meeting Room Use Agreement, the deposit amount shall be returned to the renter within 10 business days following the use of the room.
13. Decorations may only be taped to surfaces with blue painter's tape. No tacks, staples, etc. are allowed
14. Portable grills or cooking apparatus of any kind is prohibited inside the shelter and must be 25' from any structure.
15. Amplified music must have prior approval from the City Manager or his designee before it is allowed.
16. Fee shall be discounted by 20% to any citizen or organization located within the city limits.

**FARMERS MARKET FEE SCHEDULE**

Deposit	without Table and Chairs	with Table and Chairs
\$100	\$150.00	\$225.00



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 19

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SUBJECT: DEVELOPMENT REGULATIONS ORDINANCE AMENDMENT TO INCLUDE  
GRAVEL ROADS

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST: **FIRST READING**

AN ORDINANCE TO AMEND SUBPART B, CHAPTER 109 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE CONSTRUCTION SPECIFICATIONS FOR UNPAVED AND/OR GRAVEL ROADWAYS WITHIN THE CITY LIMITS; TO PROVIDE FOR THE ACCEPTANCE OF SUCH UNPAVED AND/OR GRAVEL ROADWAYS INTO THE CITY ROADWAY SYSTEM; AND FOR OTHER PURPOSES.

FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020

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HISTORY/ FACTS / ISSUES:

FIRST PRESENTED FOR REVIEW AT THE JANUARY 6, 2020 MEETING

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**Passed:** \_\_\_\_\_

**AN ORDINANCE TO AMEND SUBPART B, CHAPTER 109 OF THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE CONSTRUCTION SPECIFICATIONS FOR UNPAVED AND/OR GRAVEL ROADWAYS WITHIN THE CITY LIMITS; TO PROVIDE FOR THE ACCEPTANCE OF SUCH UNPAVED AND/OR GRAVEL ROADWAYS INTO THE CITY ROADWAY SYSTEM; AND FOR OTHER PURPOSES.**

WHEREAS, the revision of Subpart B, Chapter 109 will provide standard regulations for unpaved/gravel roads constructed within the City Limits of the City of Dawsonville, Georgia; and

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

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

**SECTION 1.**

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by repealing the reservation of Secs. 109-58–109-78.

**SECTION 2.**

Subpart B, Chapter 109 of the Code of the City of Dawsonville, Georgia, is hereby amended by inserting and enacting a new “ARTICLE VIII – GRAVEL ROADS”

**ARTICLE VIII – GRAVEL ROADS**

**Sec. 109-58. – Where Gravel Roads Allowed.**

Other than in RA zoned properties, all roads must be paved to specifications as set forth in these development regulations including but not limited to the requirements of Article VI. Gravel roads are only allowed in RA zoned properties where the development contains only residential properties with two or more acres per lot, where the total number of lots served by gravel roads does not exceed 20 and no other zoning category adjoins the gravel road other than at an intersection with a paved road. All gravel roads must meet the specifications of this Article VIII.



**Sec. 109-59. – Gravel Roadway Specifications.**

All developments constructing gravel roads shall comply with the minimum specifications for such roads provided for herein, as well as other applicable industry standards. Gravel roads shall be constructed to the following specifications as a precondition to dedication and acceptance into the City system of streets and roads:

(a) Gravel roads shall have a minimum fifty (50) foot right of way which shall be cleared, properly sloped and stabilized with only road signage, entry driveways and mailboxes within the right of way. Dead-end roads shall have a cul-de-sac with a minimum one hundred (100) foot diameter right of way. Cul-de-sac shall have a minimum eighty (80) foot diameter of travel lane.

(b) Roadbeds shall have a minimum driving surface width of twenty (20) feet with a six (6) inch or more layer of compacted graded aggregate base stone. The base layer shall be compacted according to industry standards and coated with calcium chloride at a rate of .30 gallons per square yard, or greater as per accepted industry standards.

(c) Gravel roads shall be ditched, crowned, and properly drained. Shoulders width shall be a minimum of five (5) feet and all disturbed rights-of-way shall be grassed and constructed in compliance with an approved soil erosion and sediment control plan and/or best management practices.

(d) All driveways accessing upon gravel roads shall have properly installed culverts in the roadway ditch, which conform to the following specifications:

(1) The driveway culvert shall be a minimum of eighteen (18) inches in diameter and twenty-five (25) feet in length.

(2) Driveway culvert pipe sizes must be approved by the City Manager or his designee, and shall be made of concrete, HDPE or galvanized steel.

(3) The City does not provide pipe or place pipe for driveways. The property/development owner shall be responsible for purchasing and installing such pipe.

(4) A permit shall be obtained for each driveway, which may be obtained by applying with the planning and zoning department.

(e) Gravel road grades shall not exceed ten (10) percent and cul-de-sac's grades shall not exceed six (6) percent; provided further, that roadway grades at intersections with other roadways (paved or gravel) shall not exceed five (5) percent for a distance of a minimum of fifty (50) feet from the intersected road right-of-way.

(f) Curb, gutter, and curb cuts shall not be required. However, gravel road cross-drains shall be designed for a fifty (50) year frequency flood event. The cross-drain material shall be reinforced concrete pipe with end treatments and outlet rip rap apron.

(g) The owner/developer shall at the owner/developer's expense erect galvanized steel sign post(s) with City approved aluminum sign(s) thereupon, giving the name of the road and shall bear the cost of erecting all traffic control signs at appropriate locations along the roadway as required by the City Manager and/or his designee.

**Sec. 109-60. – Acceptance of Gravel Roads into City System.**

(a) In the event that an owner or developer wishes to dedicate a gravel road to the City for inclusion within the City system of streets and roads, the road shall be inspected by the City Manager and/or his designee(s) and approved as complying in all aspects with this Article VIII prior to the road's consideration before the Mayor and City Council for acceptance.

(b) The owner/developer of the gravel road to be dedicated to the City shall furnish the City a proposed name of the roadway that has been pre-approved by the Dawson County GIS for E-911 purposes. The City shall not be obligated or required to accept the proposed name.

(c) The owner/developer of the gravel road to be dedicated to the City shall provide the City with a right of way deed and a title opinion from a State Bar of Georgia licensed attorney at the expense of the owner/developer.

(d) The City shall not be obligated or required to accept a gravel road into the City system of streets and roads, even though such road otherwise meets and/or exceeds the requirements of this Article.

**Secs. 109-61–109-78. – Reserved.**

**SECTION 3.**

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 4.**

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

**SECTION 5.**

This ordinance shall become effective upon adoption, the public good demanding the same.

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
Stephen Tolson, Council Member Post 2

\_\_\_\_\_  
Jason Power, Council Member Post 3

\_\_\_\_\_  
Mark French, Council Member Post 4

ATTESTED TO BY:

\_\_\_\_\_  
Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 20

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SUBJECT: CROSS REFERENCE AND PENALTY FOR VIOLATION W/S ORDINANCE  
AMENDMENT

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST: **FIRST READING**

AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER AND SEWER SERVICES BY CORRECTING AND UPDATING CROSS-REFERENCES, TO AMEND THE PENALTY PROVISIONS FOR VIOLATION OF ARTICLE II AND FOR OTHER PURPOSES. (FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020)

FIRST READING: FEBRUARY 3, 2020; SECOND READING AND ADOPTION: FEBRUARY 17, 2020

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HISTORY/ FACTS / ISSUES:

TO CORRECT SOME CROSS-REFERENCE AND PENALTY PROVISION ISSUES WITHIN THE WATER AND SEWER SERVICE ORDINANCES

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Dana Miles, City Attorney

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**Passed:** \_\_\_\_\_

**AN ORDINANCE TO PROVIDE UPDATES TO EXISTING ORDINANCES ON WATER AND SEWER SERVICES BY CORRECTING AND UPDATING CROSS-REFERENCES, TO AMEND THE PENALTY PROVISIONS FOR VIOLATION OF ARTICLE II AND FOR OTHER PURPOSES.**

**WHEREAS**, certain administrative issue exists with regard to cross-references between various water and sewer services sections;

**WHEREAS**, the administrative revision of these various sections will provide consistency throughout the Code of the City of Dawsonville, provide simplicity, and provide clarification for certain code sections;

**WHEREAS**, the Mayor and Council desire to amend and make clear the penalty provisions for violation of Article II; and

**WHEREAS**, the Mayor and Council desire to adopt these administrative revisions in order to provide for a more consistent Code and allow for great simplicity and efficiency.

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

**SECTION 1.**

Section 14-30 of Chapter 14, Article II, Division 1, of the Code of Ordinances for the City of Dawsonville is hereby amended by repealing existing Subsection 14-30(c) in its entirety and replacing it with a new Subsection 14-30(c) to read as follows:

**Sec. 14-30. Penalties for Violation.**

(c) Any industry, commercial concern, person, or user who discharges any waste material from any source into manholes on the City's sewer system or who discharges or causes to be discharged toxic substances without paying for the increased cost as described in section 14-78, or those incompatible substances as described in sections 14-79, 14-80 and 14-81, or fails to pay the surcharges for high strength wastewater as described in section 14-84 shall be in violation of this article and subject to the maximum penalties allowed by state law and city ordinance. Each pound or gallon of the incompatible substances discharged or caused to be discharged into the city sewer system shall be deemed a separate offense with each offense subject to the maximum penalty allowed by state law and city ordinance.

Jurisdiction for prosecution of a violation under this sub-section shall lie in the City Court of Dawsonville or in the Superior Court of Dawson County at the choice of the City. Further, the City, in its discretion, may decline to accept the discharge of and disconnect sewer service to any industry, commercial concern, person, or user who discharges or causes to be discharges any incompatible substance or who violates any provision of Article II. Sewer service may only be resumed upon payment of all outstanding fees, fines and interest by the violator and demonstration by the violator to the City's satisfaction that the violator has the ability to prohibit the discharge of incompatible substances into the sewer system and otherwise comply with all provisions of Article II. In order to enforce Article II and protect its sewer system, the City shall have the right to enter upon the private property of such violator and cut off access to the sewer system of the City.

**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 upon adoption, the public good demanding the same.

**SO ADOPTED AND ORDAINED** by the City Council of Dawsonville, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

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Stephen Tolson, Council Member Post 2

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John Walden, Council Member Post 3

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Mark French, Council Member Post 4

ATTESTED TO BY:

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Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 21

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SUBJECT: UPDATE ON ETHICS COMPLAINT

CITY COUNCIL MEETING DATE: 02/03/2020

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO PROVIDE AN UPDATE ON THE ETHICS COMPLAINT**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Dana Miles, City Attorney