

**AGENDA
CITY COUNCIL REGULAR MEETING
VIA TELECONFERENCE
Monday, February 1, 2021
5:00 P.M.**

Link to access meeting via teleconference or by phone from your computer, tablet or smartphone:
<https://www.gotomeet.me/CityofDawsonville/city-council-regular-meeting-9>

You can also dial in using your phone.
United States: [+1 \(571\) 317-3112](tel:+15713173112)

Access Code: 555-018-485

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held January 19, 2021
 - b. Approve IGA with Dawson County for the 2021 Municipal Election
 - c. Approve Change to Financial Policy To Allow Direct Deposit

PUBLIC HEARING

8. **ZA-C2100098**: Tanco Investments, LLC has requested a zoning amendment for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North consisting of 4.09 acres from HB (Highway Business District) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.
9. **VA- C2100098**: Tanco Investments, LLC has requested the following variances for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North for lot width on 2,5,8,11, 14, 17, 20 and 23 will be reduced from 28' feet to 22' wide. Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

BUSINESS

10. An Ordinance To Amend Section 2-110 To Provide For Revised Connection Fee For A Water Line For Fire Suppression And Firefighting; And For Other Purposes. (First Reading: February 1, 2021; Second Reading and Adoption: February 15, 2021)
11. Recognition of Former Dawson County Chamber of Commerce President
12. Nextsite Agreement
13. 2021 Dawsonville History Museum Lease
14. Independent Contractor Agreement

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

ADJOURNMENT

The next scheduled City Council meeting is Monday, February 15, 2021

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/01/2021

PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
 - **Regular Meeting and Work Session held January 19, 2021**
 - b. **Approve IGA with Dawson County for the 2021 Municipal Election**
 - c. **Approve Change to Financial Policy To Allow Direct Deposit**
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/01/2021

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD ON JANUARY 19, 2021**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
VIA TELECONFERENCE
Tuesday, January 19, 2021
5:00 P.M.

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 Caleb Phillips, Councilmember Stephen Tolson, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Planning Director David Picklesimer and Public Works Director Trampas Hansard.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember French.
4. **ANNOUNCEMENTS:** Mayor reminded everyone City Hall remains closed at this time due to the rise in coronavirus cases and spoke briefly on the vaccine process.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No comments from the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held January 4, 2021

PUBLIC HEARING

8. **ANX C2100043 and ZA C2100043:** Allen Street Properties LLC and B & K Turner Family LLP have petitioned to annex into the city limits of Dawsonville the 74.865 acre tract known as a portion of TMP 090 004 001, located at Perimeter Road, with a request to rezone from County Zoning of RSR (Residential Sub Rural) and RA (Restricted Agriculture) to City Zoning of R3 (Single Family Residential). Public Hearing Dates: Planning Commission on September 14, 2020 and November 9, 2020 and City Council on November 16, 2020. **City Council postponed until January 19, 2021.**

Mayor Eason reported this request has been placed into arbitration with the GA Department of Community Affairs at the request of Dawson County due to their objection. He recommends postponing the item until a decision has been rendered by the arbitration panel. He also recommends allowing the public to speak tonight but not hold the formal public hearing.

Motion to table the item indefinitely to allow for the arbitration process to be completed made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

Michael Turner, Liz Murdock and Tony Hout originally requested to speak; however, they will withhold their comments until the item is brought back to the City Council.

BUSINESS

9. **DAWSON COUNTY BOARD OF HEALTH APPOINTMENT:** Motion to appoint Dr. Lawrence Kulish to the Dawson County Board of Health made by S. Tolson; second by J. Walden. Vote carried unanimously in favor.
10. **SPECIAL EVENT ALCOHOL PERMIT, DAWSONVILLE HISTORY MUSEUM – FEBRUARY 1, 2021:** Motion to approve the permit as presented made by C. Phillips; second by S. Tolson. Vote carried unanimously in favor.
11. **RECOMMENDATION FOR 2021 LEASES:** Councilmember Tolson and City Manager Bolz provided an overview of the research obtained for rental rates, the determination of square footage of the properties and the consideration of CAM charges.

Motion to renew the 2021 Dawsonville Moonshine Distillery lease and the 2021 Dawsonville History Museum lease at the same rate as 2020 with no changes made by M. French; second by C. Phillips. Discussion occurred regarding some unresolved items concerning the museum which Councilmember Phillips would prefer to be resolved prior to renewing the lease at the current rate.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
VIA TELECONFERENCE
Tuesday, January 19, 2021
5:00 P.M.

Motion made by M. French to amend his previous motion and to approve the 2021 Dawsonville Moonshine Distillery lease with no changes and at the same rate as last year and table the decision of the 2021 Dawsonville History Museum lease to the next regularly scheduled City Council meeting; second by C. Phillips. Vote carried unanimously in favor.

Councilmember Phillips stated his decision to not make changes on the distillery's lease is mostly due to COVID; he anticipates a likely increase next year. Councilmember Tolson stated the City Council is a steward of the people's money and the maintenance and collection of fees for the leased properties; he agreed we are in unprecedented times and the rental fee for this property will be reviewed again for 2022.

Vote on main motion as amended also carried unanimously.

STAFF REPORT

12. BOB BOLZ, CITY MANAGER: City Manager Bolz had no additions to his report as provided in the agenda packet. The leak adjust for the previous month was \$324.93.

The financial reports through December 31, 2020 were also presented in the agenda packet.

ADJOURNMENT:

At 5:34 p.m. a motion to adjourn the meeting was made by S. Tolson; second by M. French. Vote carried unanimously in favor.

Minutes approved at the February 1, 2021 City Council meeting.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Attested: _____
Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE IGA WITH DAWSON COUNTY FOR THE 2021 MUNICIPAL ELECTION

CITY COUNCIL MEETING DATE: 02/01/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL FOR THE INTERGOVERNMENTAL AGREEMENT WITH
DAWSON COUNTY TO CONDUCT THE 2021 MUNICIPAL ELECTION**

HISTORY/ FACTS / ISSUES:

- **IGA APPROVED BY LEGAL, DC BOC AND BOARD OF ELECTIONS**
 - **GENERAL ELECTION IS FOR COUNCILMEMBER POST #2 AND POST #4**
 - **BOARD HAS PREVIOUSLY ASSISTED THE CITY WITH ELECTIONS**
 - **QUALIFYING FEES WERE SET AND ADVERTISED**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

**INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON COUNTY, THE
DAWSON COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY
OF DAWSONVILLE RELATING TO THE 2021 MUNICIPAL ELECTIONS IN THE CITY
OF DAWSONVILLE**

THIS INTERGOVERNMENTAL AGREEMENT, by and between **DAWSON COUNTY**, a county government authorized by the laws of the State of Georgia (hereinafter referred to as the "County"), the **DAWSON COUNTY BOARD OF ELECTIONS AND REGISTRATION**, an appointed Board of Dawson County (hereinafter referred to as the "Board") and the **CITY OF DAWSONVILLE**, a municipal corporation authorized by the laws of the State of Georgia (hereinafter referred to as the "City") relating to municipal elections for the City;

WITNESSETH:

WHEREAS, the County by and through the Board conducts all county-wide and/or state-wide elections within Dawson County; and

WHEREAS, the Board has previously assisted the City with the conduct of the City elections; and

WHEREAS, the City has by ordinance authorized the County to conduct the City elections as contemplated by O.C.G.A. § 21-2-45; and

WHEREAS, the City has requested and the County has agreed to allow its Board to conduct on behalf of the City any city elections called for in the year 2021;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

With respect to any general municipal election and any specially called municipal election to be held in 2021, the Board shall conduct all such elections for the City at the Offices of the Board or such other precinct locations as determined by the Board. The City shall notify the Board as soon as reasonably practical of the intended date all such municipal elections.

2.

The Board shall perform all duties as set forth and labeled as "County" in Exhibit A attached hereto and incorporated herein by reference. The City shall perform all duties as set forth and labeled as "City" in Exhibit A attached hereto and incorporated herein by reference. To the limited extent legally necessary to affect the purposes of this agreement, the City hereby appoints the Board as its Municipal Superintendent and Absentee Ballot Clerk for municipal elections in accordance with O.C.G.A. §§ 21-2-70.1 and 21-2-380.1.

3.

Where the County is responsible for holding a non-City election on the same date as a City election, the City shall reimburse the County for only those additional expenses incurred by the Board that are specifically due to the City election; provided that if the only other simultaneous election held by the County is at the request of the Dawson County School Board, the City shall be responsible for the expenses incurred with respect to the

City election and the County shall make arrangements with the School Board for the costs of the election as pertains to the School Board matters. Except in the circumstances discussed in the preceding sentence, the City shall reimburse the County for the all of expenses incurred by the Board associated with any general or special municipal election. Expenses shall be submitted to the City within sixty (60) days of the conclusion of each election covered by this agreement (except as provided below), and such expenses shall be paid by the City within thirty (30) days of the date of such invoice. Should additional expenses arise more than thirty (30) days after the conclusion of each election (e.g. reasonable legal fees associated with responding to and redacting in connection with Open Records Act requests for election information when such requests seek documents submitted by the City to the County) the County shall promptly notify the City and shall have sixty (60) days from the date of incurring such expenses to request reimbursement, and the City shall thereafter have thirty (30) days to pay from the date of each such invoice.

4.

As a part of the duties of the Board, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided, however, that the Board shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A. In the event of a legal challenge to any City election, which legal challenge does not involve the alleged negligent, intentionally wrongful, or otherwise improper action of the Board, its agents or employees, the City shall at the request of the Board furnish legal counsel to the Board through its designated City Attorney or through other legal counsel concerning municipal election matters when deemed necessary by

the Board, but in no event shall this agreement give the City or its City Attorney the right to control the Board of Elections in municipal election matters, and will not bar the Board from seeking other legal counsel at its own expense

5.

This agreement may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract agreement no fewer than one hundred twenty (120) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the agreement. This agreement shall expire upon completion of all duties by the parties, but in no event shall the agreement extend beyond 50 years.

6.

All elections conducted for the City by the Board shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

7.

This agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of January 1, 2021.

[SIGNATURES ON FOLLOWING PAGE]

DAWSON COUNTY

BY: 
BILLY THURMOND, CHAIRMAN

ATTEST:


KRISTEN CLOUD, COUNTY CLERK

Date: 01-21-2021

CITY OF DAWSONVILLE

BY: _____
MIKE EASON, MAYOR

ATTEST:

BEVERLY BANISTER, CITY CLERK

Date: _____

**DAWSON COUNTY BOARD OF ELECTIONS
AND REGISTRATION**

BY: 
GLENDA FERGUSON, CHAIRPERSON

ATTEST:

ASSISTANT TO BOARD OF ELECTIONS

Date: 1/22/2021

Exhibit "A" MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY/COUNTY:	City	Advertise Call for Election w/Qualifying (city prefers 2 weeks) City sets and publishes qualifying fees by February 1, 2021. File reports and statements in accordance with the requirements of O.C.G.A. 21-5-34 and 21-5-50 on municipalities
COUNTY ELECTION SUPERINTENDENT:	County	Candidate Qualification (fees made payable to City) (Qualifying times: Special called 2.5 days – General 4 days)
COUNTY ELECTION SUPERINTENDENT:	County	Inventory Absentee/Election Supplies
COUNTY ELECTION SUPERINTENDENT:	County/State	Design Ballot
COUNTY ELECTION SUPERINTENDENT:	State	Create Ballot Project
COUNTY ELECTION SUPERINTENDENT:	County/Tattnall Prtg.	Print ICC Scanner Ballots; Absentee/Provisional/Challenged/Emergency
COUNTY TECHNICAL CUSTODIAN:	County	Election Management System (EMS): Upload Project & Scanner Flash Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Sample Ballot
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election
ADVANCE VOTING PRECINCT BOARD (3): County - Chief Manager County - Assistant Manager (2) County - Clerks (4-5)	County	Absentee Mail-in NO ID / NO Reason required BMD Advance Voting PHOTO ID / NO Reason required
ELECTION DAY PRECINCT BOARD (3): County - Chief Manager County - Assistant Managers (2) County - Clerks (4-5)	County	Conduct Election Day Voting – 7 A.M. – 7 P.M.
ABSENTEE BALLOT TABULATION BOARD (3): County - Chief Manager County - Assistant Managers (2)	County	Tabulate votes – ICC & BMD Voting equipment
COUNTY TECHNICAL CUSTODIAN	County	Elections Management System (EMS): Download Election Results
PROVISIONAL BALLOT PROCESSING (if applicable)	County	Verify eligibility; process and count- include w/certification
COUNTY ELECTION SUPERINTENDENT / BOER	County	Election Consolidation / Certification



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE CHANGE TO FINANCIAL POLICY TO ALLOW DIRECT DEPOSIT

CITY COUNCIL MEETING DATE: 02/01/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO APPROVE VERBIAGE CHANGE TO THE FINANCIAL POLICY
SECTION IX, G. CELLPHONE POLICY AND EXPENDITURE REIMBURSEMENT TO READ
“THIS EXPENSE REIMBURSEMENT SHALL BE PAID MONTHLY VIA DIRECT DEPOSIT”
CURRENT VERBIAGE READS “THIS EXPENSE REIMBURSEMENT SHALL BE PAID
MONTHLY BY CHECK AND NOT AS PART OF PAYROLL”**

HISTORY/ FACTS / ISSUES:

- **CURRENT PROCESS TO REIMBURSE CELLPHONE EXPENDITURES IS CUMBERSOME AND COSTLY**
 - **TWENTY-THREE CHECKS PER MONTH ARE BEING PRINTED, SIGNED AND RECONCILED**
 - **PROCESS FOR DIRECT DEPOSIT WILL BE HANDLED THROUGH OUR PAYROLL SERVICE ENTERED AS A REIMBURSEMENT LINE ITEM (NON-TAXABLE). THIS WILL SAVE SIGNIFICANT TIME AND MONEY.**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

G. Cellphone Policy and Expenditure Reimbursement

There will be no City provided cellphones for any elected officials or employees. Elected officials and employees whose job demands that they be on call or otherwise work outside the office shall be eligible for a monthly expense reimbursement toward their personal cellphone costs in the amount of \$60 per month or such future amount that the Council may adopt by resolution. ~~This expense reimbursement shall be paid monthly by check and not as part of payroll.~~ **This expense reimbursement shall be paid monthly via direct deposit.**

H. Payroll Policy

The employee/official payroll shall be submitted to the payroll service selected by the City Manager each pay period by the Human Resources (HR). The selected payroll service shall be responsible for filing all payroll tax returns and issuing all W-2 statements on behalf of the City. The HR and a backup employee assigned by the City Manager only shall have access to the payroll software. The City Manager shall approve in writing the payroll submitted and any changes therein will be initialed by both HR and the City Manager. Time cards are to be signed by the employee and approved by management. Overtime must be approved by the department head and City Manager. Approved time cards need to be submitted timely to HR in order for payroll to be processed. The Finance Administrator is responsible for posting the payroll register from the payroll service company into the financial software. HR is responsible for updating and reconciling the paid time off schedule for all the employees.

I. EFT Payments/Bank Transfers

All direct debits or other electronic funds transfers ("EFT") shall be initiated by the Clerk/Finance Administrator or a designee (employee) and approved by the City Manager or Mayor (supervisor). A printout of the same with the signatures or initials of the employee and the supervisor shall be kept by the Clerk for the period of time required by the City's document retention policy.

J. Computer Backup

All City financial records shall be maintained to the extent possible on the City's computer system. The City's computer system shall be backed up off-site or through a web-based backup on a daily basis so that the same may easily be restored in the event of a computer failure or other disaster. The City Clerk shall maintain the list of passwords for the accounting software, access to programs and data and is responsible for reliable systems that include appropriated data backup and recovery processes.

K. Shared Expenditures

Insurance, payroll, rent, utilities and other shared expenditures will be allocated among the governmental funds and proprietary funds by the Finance Administrator and approved by the City Manager.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: ZA-C2100098

CITY COUNCIL MEETING DATE: February 1, 2021

BUDGET INFORMATION: GL ACCOUNT # _____

- Funds Available from: _____ Annual Budget: _____ Capital Budget _____ Other _____
- Budget Amendment Request from Reserve: _____ Enterprise Fun: _____ General Fund

PURPOSE FOR REQUEST: PUBLIC HEARING

Tanco Investments, LLC has requested a zoning amendment for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North consisting of 4.09 acres from HB (Highway Business District) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

HISTORY/ FACTS / ISSUES:

- For background see Planning and Zoning letter dated December 30, 2020.
- Planning Commission approved the requested zoning amendment with following condition:
 - 1.) Install privacy fence along the rear lot line 1 through 24. Exception will be no privacy fence required were adjoining property already has an existing privacy fence.
 - 2.) Install privacy fence along lot line 1 and 24 to shield view of back yard of Town Home from Highway 9.
 - 3.) Install split rail fence along open space fronting Highway 9 frontage.
 - 4.) Install brick, rock and hardie board façade front of all Town Homes. Entrance monument shall be the same rock and brick material.
 - 5.) Town Homes shall be a minimum of 1,500 square feet heated floor space, with the exception of lots 10, 11 and 12.
 - 6.) Install 8'ft to 10'ft tall evergreen trees within the 10'ft planted buffer on lots 1 through 12.
 - 7.) Install one each 2" to 2.5" caliper maple, crepe myrtle or oak trees with a root barrier on front of each lot.
 - 8.) Provide a landscape plan and include 3" caliper tree 25'ft on center to shield view of lot 1 Town Home exterior wall from Highway 9.

OPTIONS:

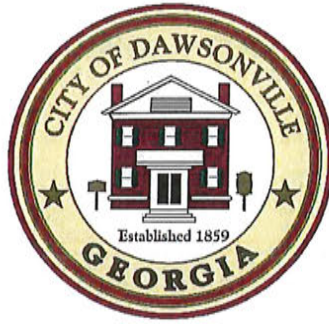
RECOMMENDED SAMPLE MOTION:

Approve, Deny or Postpone

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



(706) 265-3256
Fax (706) 265-4214
www.dawsonville-ga.gov

12/30/2020

To: City of Dawsonville Planning Commission, Mayor and Council Members

From: David Picklesimer, Planning and Zoning Director

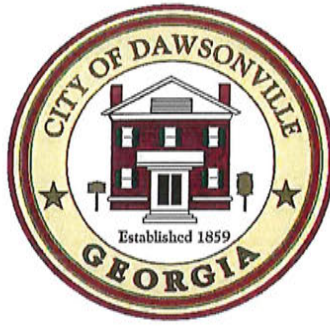
Reference: ZA-VA C2100098 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

BACKGROUND

1. Property is in Post 3 John Walden and Sue Theisen district.
2. The Finley tract was zoned COI (Commercial Office Institutional) prior to April 2001. Mayor and City Council rezoned the property to HB (Highway Business) ZA 01-16 on April 16, 2001.
3. The applicant previously submitted and withdrew ZA C2100085 due to conflict with adjoining property setbacks and GDOT entrance requirements.
4. The subject property adjoins City zoned R3 (Residential) on the west and LI (Light Industrial) on the north side. Subject property adjoins INST (Institutional) on the south side and HB (Highway Business) on the east side.
5. City water and sewer infrastructure is located on HWY 9N.
6. 2018 Dawsonville Comprehensive Plan shows these two parcels within a commercial character area.
7. Dawson County Emergency Services had no comments reference to VA C2100098.
8. The applicants request to reduce all of the center lot widths from 28ft to 22ft will still allow the units to meet the minimum heated space of 1200sqft. With the lot reduction widths, the lot size minimum square footage will exceed the minimum 2800sqft except for lot 11.

415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



(706) 265-3256
Fax (706) 265-4214
www.dawsonville-ga.gov

Date: January 25, 2021

To: Mayor Mike Eason
& City of Dawsonville Council

Reference: **ZA/VA C2100098** Tanco Investments Town Home Development

Mr. Mayor and Council,

The City of Dawsonville Planning Commission held a public hearing on 1/11/2021. The applicant requested a zoning amendment of TMP D03 012 located at 315 HWY 9N and TMP D03 013 located at 373 HWY 9N consisting of 4.09 acres. The applicant requested to rezone the two parcels from HB (Highway Business) to R6 (Multiple-Family Residential District) 24-unit town homes with a density of 5.87 units per acre.

The Planning Commission approved the requested zoning amendment and submitted conceptual site plan on 1/11/21 with the following conditions:

1. Install privacy fence along the rear lot line 1-24. Exception will be no privacy fence required were adjoining property already has an existing privacy fence.
2. Install privacy fence along lot line 1 and 24 to shield view of back yard of Town Home from HWY 9.
3. Install split rail fence along open space fronting HWY 9 frontage.
4. Install brick, rock, and hardie board facade front of all Town Homes. Entrance monument shall be the same rock and brick material.
5. Town homes shall be minimum 1500sf heated floor space. Exception lots 10-12.
6. Install 8ft to 10ft tall evergreen trees within the 10ft planted buffer lots 1-12.
7. Install 1ea 2'' to 2.5'' caliper maple, crepe myrtle or oak trees with root barrier on front of each lot.
8. Provide a landscape plan and include 3'' caliper tree 25' on center to shield view of lot 1 Town Home exterior wall from HWY 9.

The Planning Commission approved the variance request to reduce lot widths from 28ft to 22ft on lots 2, 5, 8, 11, 14, 17, 20 and 23.


David Picklesimer
Planning Director



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

Zoning Amendment Application

Request # ZA- C210098 Condition/Stipulation Change

Original ZA # _____

Applicant Name(s): Tanco Investments, LLC

Address: PO Box 1885 City: Dawsonville Zip: 30534

Phone: 678-776-5059 Cell Phone: [REDACTED]

Signature(s) _____ Date _____

Property Address: 315 & 373 Highway 9 N

Directions to Property from City Hall: Hwy 53 N, right on Hwy 9 N, property is on left approx. 1,100'

Tax Map # _____ Parcel # D03 012 & D03 013 Current Zoning*: HB

Land Lot(s): 441 District: 4th Section: 1st

Subdivision Name: N/A Lot # _____

Acres: 4.09 Current Use of Property: Vacant (D03 012) and Residential (D03 013)

Has a past Request of Rezone of this property been made before? Yes If yes, provide ZA # 2A01-16 Finley

The applicant request:

Rezoning to zoning category: R-6 Special Use permit for: _____

Proposed use of property if rezoned is: Townhouse Development

If Residential: # of lots proposed 24 Minimum lot size proposed 2,036 s.f. (Include Conceptual Plan)

Is an Amenity area proposed no, if yes, what _____

If Commercial: Total Building area proposed _____ (Include Conceptual Plan)

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

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

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

Road name: Highway 9 Type of Surface: Asphalt

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

 Signature of Applicant

12/9/20
 Date

Office Use Only:	
Date Completed Application Rec'd <u>12/9/20</u>	Amount Paid \$ <u>1044.20</u> Check # <u>15059</u> /Cash
Date of Planning Commission Meeting: <u>11/11/21</u>	Dates Advertised: <u>12/23/20</u>
Date of City Council Meeting: <u>2/1/21</u>	Dates Advertised: <u>12/23/20</u>
Postponed: YES NO Date: _____	Rescheduled for next Meeting: _____
Approved by Planning Commission: <u>YES</u> NO	Approved by City Council: YES NO



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

**Zoning Amendment
 Authorization**

Property Owner Authorization

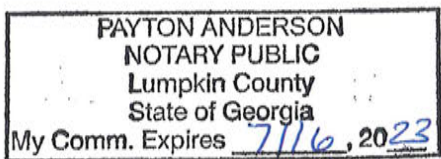
I / We Kathy C. Finley hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 315 Highway North Dawsonville, Ga. as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Applicant or Agent Kevin Tane / Tanco Investments
Signature of Applicant or Agent [Signature] Date 11/6/20
 Mailing Address P.O. Box 1885
 City Dawsonville State GA Zip 30534
 Telephone Number 678-276-5059

Printed Name of Owner(s) Kathy C. Finley
Signature of Owner(s) Kathy C. Finley Date 11/6/20
 Date _____

Sworn to and subscribed before me
 this 6 day of NOVEMBER 2020.
[Signature]
 Notary Public, State of Georgia
 My Commission Expires: 7/16/23



Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)



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

**Zoning Amendment
 Authorization**

Property Owner Authorization

I / We Ashley Talmadge hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 373 Hwy 9 N Dawsonville, GA 30534 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Applicant or Agent Kevan Tame
Signature of Applicant or Agent [Signature] Date 12/9/20
 Mailing Address P.O. Box 1885
 City Dawsonville State GA Zip 30534
 Telephone Number 678-776-5059

Printed Name of Owner(s) Ashley Talmadge
Signature of Owner(s) Ashley Talmadge Date 12/8/2020
 Date _____

Sworn to and subscribed before me
 this 9th day of December 2020.

[Signature]
 Notary Public, State of Georgia
 My Commission Expires: 7/16/23

PAYTON ANDERSON
 NOTARY PUBLIC
 Lumpkin County
 State of Georgia
 My Comm. Expires 7/16, 2023

Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)



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

**Zoning Amendment
 Adjacent Property Owners**

ZA# C2100098

TMP# D03 012 & D03 013

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property. (Use additional sheets if necessary)

****Please note**** This information should be obtained at the Planning Office using the Tax Map Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested.

- TMP # D03 011 1. Name(s): Jeff Knudsen
 Address: 10 Maple Hill Drive
Dawsonville, GA 30534
- TMP # D03 011 012 2. Name(s): MHDR LLC
 Address: 10945 State Bridge Road, Suite 401-148
Dawsonville, GA 30534
- TMP # D03 011 011 3. Name(s): Rebecca Meeks & Gary Dewayne
 Address: 38 Maple Hill Drive
Dawsonville, GA 30534
- TMP # D03 011 010 4. Name(s): Robert Cumbo
 Address: 6250 Riley Road
Cumming, GA 30040
- TMP # D03 011 009 5. Name(s): Thomas Robershaw
 Address: 6 COCA
Foothill Ranch, CA 92610
- TMP # D03 011 008 6. Name(s): Gary Gravitt Jr. & Katelyn Seabolt
 Address: 80 Maple Hill Drive
Dawsonville, GA 30534
- TMP # 092B 013 116 7. Name(s): Rainhill Homeowners Association, Inc.
 Address: 4705 Leland Drive
Cumming, GA 30041
- TMP # 092B 013 066 8. Name(s): Rosa Somohano
 Address: 2526 W Rancho Laredo Drive
Phoeniz, AZ 85085

Adjacent Property Owner notification of a zoning amendment request is required.

The applicant is responsible for mailing the Public Notice (prepared by the Planning Dept.) to each adjacent property owner via Certified Mail or pays the additional postage to the City to mail.



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

**Zoning Amendment
 Adjacent Property Owners**

ZA# C2160098

TMP# D03 012 & D03 013

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property. (Use additional sheets if necessary)

****Please note**** This information should be obtained at the Planning Office using the Tax Map Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested.

TMP # 092B 011 1. Name(s): Helen Marie Harbin Lee
 Address: 500 Elmington Ave. #205
Nashville, TN 37205-2518

TMP # D03 014 2. Name(s): Helen Marie Harbin Lee
 Address: 500 Elmington Ave. #205
Nashville, TN 37205-2518

TMP # D03 011 007 3. Name(s): Julie Morgan & James Douglas
 Address: 91 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03 025 4. Name(s): Dawson County Middle School
 Address: 332 Highway 9 N.
Dawsonville, GA 30534

TMP # D03 022 5. Name(s): State of Georgia
 Address: 1800 Century Place NE, Suite 400
Atlanta, GA 30345-4304

TMP # _____ 6. Name(s): _____
 Address: _____

TMP # _____ 7. Name(s): _____
 Address: _____

TMP # _____ 8. Name(s): _____
 Address: _____

Adjacent Property Owner notification of a zoning amendment request is required.

The applicant is responsible for mailing the Public Notice (prepared by the Planning Dept.) to each adjacent property owner via Certified Mail or pays the additional postage to the City to mail.



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

**Zoning Amendment
Campaign Disclosure**

Disclosure of Campaign Contributions
(Applicant(s) and Representative(s) of Rezoning)

Pursuant to OCGA, Section 36-67 A-3.A, the following disclosure is mandatory when an applicant or any representation of application for rezoning has been made with two (2) years immediately preceding the filing of the applicant's request for rezoning, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application for rezoning.

It shall be the duty of the applicant and the attorney representing the applicant to file a disclosure with the governing authority of the respective local government showing the following:

1. Name of local official to whom campaign contribution was made:

2. The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

Amount \$ _____ Date: _____

Enumeration and description of each gift when the total value of all gifts is \$250.00 or more made to the local government official during the 2 years immediately preceding the filing application for rezoning: _____

Signature of Applicant / Representative of Applicant

Date

Failure to complete this form is a statement that no disclosure is required.



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

**Zoning Amendment
 Notice of R-A Adjacency**

Notice of Residential-Agricultural District (R-A) Adjacency

Agricultural districts include uses of land primarily for active farming activities and result in odors, noise, dust and other effects, which may not be compatible with adjacent development. Future abutting developers in non R-A land use districts shall be provided with this "Notice of R-A Adjacency" prior to administrative action on either the land use district or the issuance of a building or occupancy permit.

Prior to administrative action the applicant shall be required to sign this waiver which indicates that applicant understands that a use is ongoing adjacent to his use which will produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent R-A use, the applicant agrees by executing this form to waive any objection to those effects and understands that his district change and / or his permits are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the R-A district constitute a nuisance against local governments and adjoining landowners whose property is located in an R-A district.

This notice and acknowledgement shall be public record.

Applicant Signature _____ *[Signature]* **Date** 12/9/20

Application Number: _____

Sworn to and subscribed before me
 this 9th day of December 2020.

[Signature]

 Notary Public, State of Georgia

My Commission Expires: 7/16/23

PAYTON ANDERSON
 NOTARY PUBLIC
 Lumpkin County
 State of Georgia
 My Comm. Expires 7/16, 2023

Notary Seal

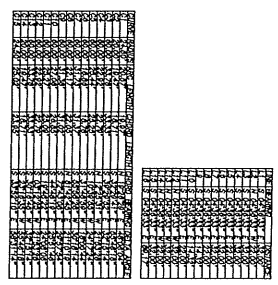
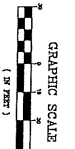
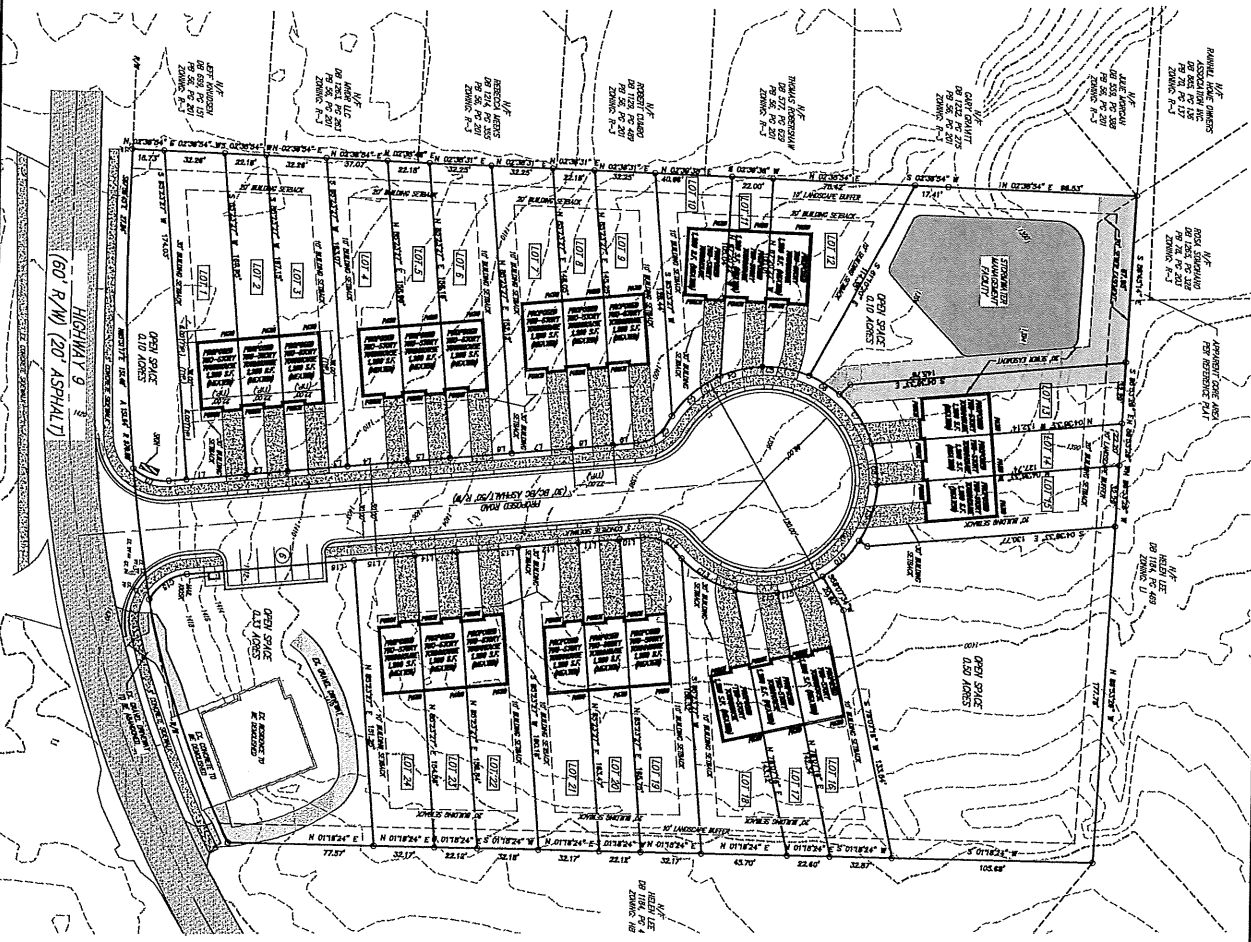
IF ANY CORRECTIONS OR CHANGES TO ANY PART OF THESE DRAWINGS ARE REQUIRED, THE ARCHITECT SHALL BE NOTIFIED IN WRITING. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO.	DATE	DESCRIPTION
1	10/22/20	CONCEPTUAL SITE PLAN
2	11/23/20	ADDRESS CITY COMMENTS
3	12/11/20	ADDRESS CITY COMMENTS
4	12/16/20	ADDRESS CITY COMMENTS

OWNER: DANIEL CORP
 TANGCO INVESTMENTS, LLC
 PO BOX 185
 DAWSONVILLE, GA 30534
 (678) 776-5059

24-HOUR CONTACT
 KEVIN TANNER
 (678) 776-5059

PROJECT LOCATION: 441 HIGHWAY 9 NORTH, 4TH DISTRICT, 1ST SECTION, PARCEL: D03-013, WITHIN DAWSONVILLE, GA CITY LIMITS.



OWNER: DANIEL CORP
 TANGCO INVESTMENTS, LLC
 PO BOX 185
 DAWSONVILLE, GA 30534
 (678) 776-5059

24-HOUR CONTACT
 KEVIN TANNER
 (678) 776-5059

CONCEPTUAL SITE PLAN
 TOWNHOUSE DEVELOPMENT
 HIGHWAY 9 NORTH
 LAND LOT 441, 4TH DISTRICT, 1ST SECTION
 PARCEL: D03-013
 WITHIN DAWSONVILLE, GA CITY LIMITS

REVISION	DATE	DESCRIPTION
1	10/22/20	CONCEPTUAL SITE PLAN
2	11/23/20	ADDRESS CITY COMMENTS
3	12/11/20	ADDRESS CITY COMMENTS
4	12/16/20	ADDRESS CITY COMMENTS

DES
 ENGINEERING & SURVEYING
 133 PROGRESSIVE COURT
 DAWSONVILLE, GA 30534
 DAWSONVILLE, GA 30534

SHEET NO. 1 OF 1
 PROJECT NO. 2020-332

City Council:
John Walden
Caleb Phillips
Stephen Tolson
Mark French



Michael Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

David Picklesimer
Planning Director

Stanislav Zaverukha
Permit Technician

Planning Commission:

Matt Fallstrom
Randy Davis
Clint Harper
Sue Theisen
Anna Tobolski

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256 Fax (706)265-4214
www.dawsonville.com

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 pm and/or the City Council beginning at 5:00 pm respectively on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy. 53 East, Dawsonville Georgia 30534. The public is invited to attend.

ZA-C2100098: Tanco Investments, LLC has requested a zoning amendment for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North consisting of 4.09 acres from HB (Highway Business District) to R6 (Multiple-Family Residential District). Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

VA- C2100098: Tanco Investments, LLC has requested the following variances for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North for lot width on 2,5,8,11, 14, 17, 20 and 23 will be reduced from 28' feet to 22' wide. Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

ZA-C2100100: Saara Mariah Qureshi has requested a zoning amendment for Tract E of TMP 092B 0006 004 Located at LL 375 4th district consisting of 2.98 acres from R1 (restricted single-family residential district) to HB (Highway Business District). Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.

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



December 8, 2020

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

RE: Letter of Intent – Rezoning Application for TMP D03 012 & D03 013

To whom it may concern:

Davis Engineering & Surveying, LLC has prepared the enclosed plan for Tanco Investments, LLC. This project is located off Highway 9 North within the City of Dawsonville Parcels D03 012 and D03 013. This 4.09 acre site is currently developed with two vacant buildings and a residence that are proposed to be demolished. The proposed development consists of the construction of (24) two-story triplex townhouses (1,260 S.F./unit) with concrete driveways. The development will have an asphalt road, concrete sidewalks, additional overflow parking, mail kiosk, stormwater management pond, and landscaping to meet City ordinance requirements. The development will require a driveway permit through the Georgia Department of Transportation. Sight distance has been verified at this location to meet the 390' GDOT requirement. The current zoning for this parcel is Highway Business District and the rezoning request is for R-6 Multiple-Family Residential District. The proposed density requested for this development is 5.87 units/acre.

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

Thank you,

A handwritten signature in blue ink that reads 'Rachel G. Burton'.

Rachel Burton, PLA

Search

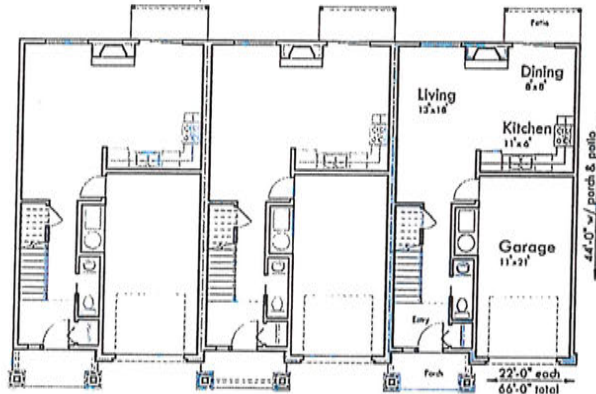
GO

Duplex Plans <i>((plans/type/3))</i>	
3 & 4 Plex <i>((plans/type/12))</i>	
5+ Units <i>((plans/type/13))</i>	
House Plans <i>((plans/type/1))</i>	
Garage Plans <i>((plans/type/5))</i>	
About Us <i>((company))</i>	
Sample Plan <i>((plans/plan/bid))</i>	

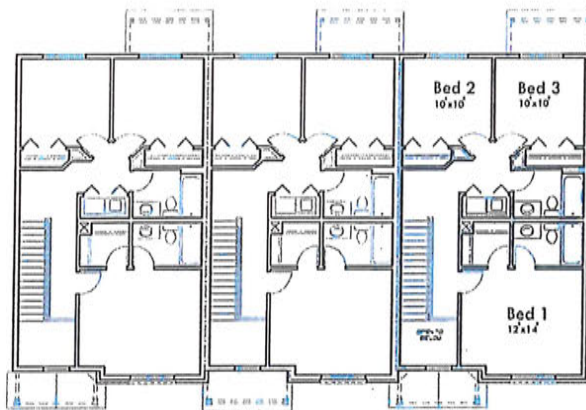
Triplex, Brownstone, Craftsman townhouse, T-419



Main Floor Plan



Upper Floor Plan



Plan T-419

Total sq. ft.:	1,260
Upper Floor sq. ft.:	540
Main Floor sq. ft.:	720
Bedrooms:	3
Bathrooms:	2.5
Garage Stalls:	1
Width:	66' 0"
Depth:	44' 0"
Ridge Height:	26' 3"
Foundations Available:	Slab

BUYING OPTIONS

PLAN PACKAGES

- PDF Study Set \$375.00
Includes Exterior Elevations and Floor Plans stamped 'Not for Construction' (full credit given toward upgraded package)
- PDF Bid Set \$975.00
Full PDF set stamped 'Not for Construction' (full credit given toward upgraded package)
- PDF Construction Set \$1,275.00
Digital PDF Set of Construction Documents w/ Single Build License. Package is best for fast electronic delivery and inexpensive local printing. (Site Address Required)
- Five Set Package \$1,375.00
Includes 5 printed sets and PDF Bid Set of Construction Documents w/ Single Build License.
- CAD File \$2,475.00
Full set of Construction Documents in AutoCAD. Perfect for modifications. (Includes Multiple Build License).

OPTIONS

(requires plan purchase)

Please select a package to see available options.

[Add to cart](#)

Phone orders call: 800-379-3828

Need help? Contact us (company)

[Customize this plan \(custom\)](#)

[Get a free quote! \(custom\)](#)

Triplex house plan, architectural features:

This triplex town house uses different materials to create three unique front elevations. The first one has horizontal siding with brick columns and brick three quarters high up the front wall, with modern hardie board siding in the front gables. The second elevation has more of a brownstone feel with brick all the way up on the front wall. And brick accented columns hold up the front shed porch. The third elevation is similar to the first except uses hardie shake siding in the gables.

Triplex house plan, first floor:

The main floor of this triplex has a small covered front porch. The entry has two story ceiling and is open to the stairway. At the rear of the plan there is a large great room with kitchen, dining, fireplace and sliding glass door going to a covered rear patio. The bottom floor also includes a half bath and coat closet. Also each unit has a one car garage.

Triplex house plan, second floor:

This three plex has 3 bedrooms and 2 bathrooms on the upper level. The master suite is in the front with its own bathroom and walk in closet. The second and third bedrooms face the rear and each share the second upstairs bathroom. The side by side washer and dryer are also upstairs in a closet.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: VA-C2100098

CITY COUNCIL MEETING DATE: February 1, 2021

BUDGET INFORMATION: GL ACCOUNT # _____

- Funds Available from: _____ Annual Budget: _____ Capital Budget _____ Other _____
- Budget Amendment Request from Reserve: _____ Enterprise Fun: _____ General Fund
-

PURPOSE FOR REQUEST: PUBLIC HEARING

Tanco Investments, LLC has requested the following variances for TMP D03 012 Located at 315 Highway 9 North and TMP D03 013 Located at 373 Highway 9 North for lot width on 2, 5, 8, 11, 14, 17, 20 and 23 will be reduced from 28' feet to 22' wide. Public Hearing Dates: Planning Commission on January 11, 2021 and City Council on February 1, 2021. City Council for a decision on February 15, 2021.

HISTORY/ FACTS / ISSUES:

- Dawson County Emergency Services has no comments reference to VA C2100098.
 - The applicants request to reduce all of the center lot widths from 28'ft to 22'ft will still allow the units to meet the minimum heated space of 1,200sqft. With the lot reduction widths, the lot size minimum square footage will exceed the minimum 2,800sqft except for Lot 11.
 - Planning Commission approved the variance to reduce lot widths from 28'ft to 22'ft on lots 2, 5, 8, 11, 14, 17, 20 and 23.
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

Approve, Deny or Postpone

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

City of Dawsonville Land Use and Zoning Ordinance: Article IX Variances.

Does This Proposal Qualify For A Variance?

The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This Article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. **A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.**

Please Answer The Following In Addition to Providing A Letter Of Intent

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,

Answer:

The property shape causes restrictions for the development to meet the minimum lot size width of 28' for some of the proposed townhouses once you account for necessary space for grading a road, sidewalks, and stormwater requirements for the development. Impacted lots as shown on the conceptual site plan are the center townhouse units for each building for the lot width of 22' rather than 28'. **lots**

2, 5, 8, 11, 14, 17, 20, 23

and,

2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located;

Answer:

There are other townhouse developments near by that have reduced lot sizes to accommodate for such site restraints as this property presents.

and,

3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

Answer:

The proposed development variance request would not require any special privilege for this applicant's property that are denied to other properties to our knowledge.

and,

4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value;

Answer:

The proposed development will not be a negative impact to surrounding developments and will add value to surrounding property values.

and,

5. The special circumstances are not the result of the actions of the applicant;

Answer:

No, the restrictions for the development are due to the shape of the property and ordinance requirements.

and,

6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure;

Answer:

The reduction in lot width is the minimum request to allow for maximum lot density for the R-6 zoning district.

and,

7. The variance is a request to permit a use of land, building or structures which is permitted by right in the district involved.

Answer:

The variance would allow for intended uses for the zoning district.

The applicant, or designated agent, MUST* attend the public hearings for the variance request to be considered.

***NOTE:** If the applicant of a petition before the Planning Commission fails to attend the public hearing, then the Planning Commission may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant.



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

**Property Owner
 Authorization**

VAR# 02100098 TMP# 003 012 Applicant's Name: Tenco Investments

Property Owner Authorization

I/We Kathy C. Finley hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 315 Highway 9 North, Dawsonville, Ga. as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Owner Kathy C. Finley
 Signature of Owner Kathy C. Finley Date 11/6/20
 Mailing Address 118 Shoat Creek Court
 City Dawsonville State Ga. Zip 30534
 Telephone Number 706-974-9860

Sworn to and subscribed before me
 this 6th day of November 2020.

[Signature]
 Notary Public, State of Georgia

My Commission Expires: 7/16/23

PAYTON ANDERSON
 NOTARY PUBLIC
 Lumpkin County
 State of Georgia
 My Comm. Expires 7/16, 2023

Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)



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

**Property Owner
 Authorization**

VAR# C2100098 TMP# D03-012 Applicant's Name: Tancy Investments

Property Owner Authorization

I / We Ashley Talmadge hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 373 Hwy 9N Dawsonville, GA 30534 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

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

Printed Name of Owner Ashley Talmadge
 Signature of Owner Ashley Talmadge Date 12/8/20
 Mailing Address 373 Hwy 9N
 City Dawsonville State GA Zip 30534
 Telephone Number 770 403 9504

Sworn to and subscribed before me
 this 8th day of December, 2020.

[Signature]
 Notary Public, State of Georgia

My Commission Expires: 7/16/23

PAYTON ANDERSON
 NOTARY PUBLIC
 Lumpkin County
 State of Georgia
 My Comm. Expires 7/16, 2023

Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)



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

Adjacent
Property Owners

VAR# 22100099 TMP# D03 012 & D03 013 Applicant's Name: Kevin Tanner/Tanco Investments, LLC

Adjacent Property Owners

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property where the variance is being requested. Attach another page if needed. The postage for the certified letters to the adjacent property owners will be paid by the applicant.

TMP # D03 011 1. Name(s): Jeff Knudsen
Address: 10 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03 011 012 2. Name(s): MHDR LLC
Address: 10945 State Bridge Road, Suite 401-148
Dawsonville, GA 30534

TMP # D03 011 011 3. Name(s): Rebecca Meeks & Gary Dewayne
Address: 38 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03 011 010 4. Name(s): Robert Cumbo
Address: 6250 Riley Road
Cumming, GA 30040

TMP # D03 011 009 5. Name(s): Thomas Robershaw
Address: 6 COCA
Foothill Ranch, CA 92610

TMP # D03 011 008 6. Name(s): Gary Gravitt Jr. & Katelyn Seabolt
Address: 80 Maple Hill Drive
Dawsonville, GA 30534

TMP # 092B 013 116 7. Name(s): Rainhill Homeowners Association, Inc.
Address: 4705 Leland Drive
Cumming, GA 30041

TMP # 092B 013 066 8. Name(s): Rosa Somohano
Address: 2526 W Rancho Laredo Drive
Phoenix, AZ 85085

TMP # 092B 011 9. Name(s): Helen Marie Harbin Lee
Address: 500 Elmington Ave. #205
Nashville, TN 37205-2518

Adjacent Property Owner notification of a variance request is required.



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

**Adjacent
Property Owners**

VAR# C2100098 TMP# D03 012 & D03 013 Applicant's Name: Kevin Tanner/Tanco Investments, LLC

Adjacent Property Owners

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property where the variance is being requested. Attach another page if needed. The postage for the certified letters to the adjacent property owners will be paid by the applicant.

TMP # D03 014 1. Name(s): Helen Marie Harbin Lee
Address: 500 Elmington Ave. #205
Nashville, TN 37205-2518

TMP # D03 011 007 2. Name(s): Julie Morgan & James Douglas
Address: 91 Maple Hill Drive
Dawsonville, GA 30534

TMP # D03 025 3. Name(s): Dawson County Middle School
Address: 332 Highway 9 N.
Dawsonville, GA 30534

TMP # D03 022 4. Name(s): State of Georgia
Address: 1800 Century Place NE, Suite 400
Atlanta, GA 30345-4304

TMP # _____ 5. Name(s): _____
Address: _____

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

TMP # _____ 8. Name(s): _____
Address: _____

TMP # _____ 9. Name(s): _____
Address: _____

Adjacent Property Owner notification of a variance request is required.



December 16, 2020

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

RE: Letter of Intent – Variance Application for TMP D03 012 & D03 013

To whom it may concern:

Davis Engineering & Surveying, LLC has prepared the enclosed plan for Tanco Investments, LLC. This project is located off Highway 9 North within the City of Dawsonville Parcels D03 012 and D03 013. This 4.09 acre site is currently developed with two vacant buildings and a residence that are proposed to be demolished. The proposed development consists of the construction of (24) two-story triplex townhouses (1,260 S.F./unit) with concrete driveways. The development will have an asphalt road, concrete sidewalks, additional overflow parking, mail kiosk, stormwater management pond, and landscaping to meet City ordinance requirements. The development will require a driveway permit through the Georgia Department of Transportation. Sight distance has been verified at this location to meet the 390' GDOT requirement. The current zoning for this parcel is Highway Business District and the rezoning request is for R-6 Multiple-Family Residential District. The proposed density requested for this development is 5.87 units/acre.

There is one variance request associated with the proposed R-6 zoning:

1. Reduce the minimum lot size width from 28' to 22' for the center unit of each triplex townhouse. This variance request is for proposed lots 2, 5, 8, 11, 14, 17, 20, and 23.

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

Thank you,

Rachel Burton, PLA



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: ORDINANCE AMENDMENT- CONNECTION FEE FOR FIRE LINE

CITY COUNCIL MEETING DATE: 02/01/2021

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: **FIRST READING**

AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR REVISED CONNECTION FEE FOR A WATER LINE FOR FIRE SUPPRESSION AND FIREFIGHTING; AND FOR OTHER PURPOSES.

FIRST READING: FEBRUARY 1, 2021; SECOND READING AND ADOPTION: FEBRUARY 15, 2021

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: David Picklesimer, Planning Director

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

ORDINANCE NUMBER 01-2021

**AN ORDINANCE TO AMEND SECTION 2-110 TO PROVIDE FOR REVISED
CONNECTION FEE FOR A WATER LINE FOR FIRE SUPPRESSION AND
FIREFIGHTING; AND FOR OTHER PURPOSES.**

WHEREAS, the Charter of the City of Dawsonville authorizes the creation, ownership, and maintenance of a water utility and for the City to fix charges and rates therefore; and

WHEREAS, the Charter of the City of Dawsonville further authorizes the City to adopt regulations related to fire prevention and firefighting;

WHEREAS, there are instances where the necessary demand for the prevention and fighting of fire do not correspond to the normal and anticipated uses of water for a given business or establishment;

WHEREAS, the costs and expenses associated with certain infrastructure as currently assessed when the infrastructure is required for firefighting or suppression but not normal anticipated use of a business or establishment could be a deterrent to economic growth in the City of Dawsonville;

WHEREAS, the City of Dawsonville desires to promote and encourage responsible economic growth and business development, while maintaining appropriate and necessary firefighting infrastructure in place;

AND WHEREAS, the Mayor and City Council desire to amend the City water connection fees consistent with the above stated goals and consistent with the powers granted to the City in its Charter;

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

SECTION 1.

Section 2-110 of Chapter 2, Article IV of the Code of the City of Dawsonville, Georgia, is hereby amended by adding there to the following language to subsection (7) Water Service Connection Fees pursuant to § 14-23(a) of the Code of the City of Dawsonville Georgia:

14-23(a). Water service connection fees (times the number of connections desired):

5 inches (fire line only to be used in the event of a firefighting/fire suppression; unauthorized use requires payment of standard connection fee)	\$3,500.00
--	------------

SECTION 2.

Nothing contained herein shall prevent the assessment of the minimum monthly service charge otherwise called for pursuant to the Code of the City of Dawsonville regardless of whether the connection is utilized in a given month.

SECTION 3.

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

SECTION 4.

This ordinance shall become effective upon passage hereof, the public good demanding it.

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

MAYOR AND DAWSONVILLE CITY COUNCIL

Mike Eason, Mayor

Caleb Phillips, Council Member Post 1

Stephen Tolson, Council Member Post 2

John Walden, Council Member Post 3

ATTESTED TO BY:

Mark French, Council Member Post 4

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: RECOGNITION OF FORMER DAWSON COUNTY CHAMBER OF COMMERCE
PRESIDENT

CITY COUNCIL MEETING DATE: 02/01/2020

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO RECOGNIZE THE FORMER DAWSON COUNTY CHAMBER OF COMMERCE PRESIDENT,
CHRISTIE MOORE**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: NEXTSITE AGREEMENT

CITY COUNCIL MEETING DATE: 02/01/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO DETERMINE CONTINUATION OF NEXTSITE SERVICE – COST IS \$5,000 ANNUALLY

HISTORY/ FACTS / ISSUES:

- **COUNCIL APPROVED \$5,000 FOR AN ANNUAL CONTRACT ON MARCH 18, 2019 AND CONTINUATION OF THE CONTRACT ON JUNE 15, 2020**
 - **AUTO RENEWAL OCCURS ON MAY 1, 2021 UNLESS COUNCIL TERMINATES THE AGREEMENT**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the **City of Dawsonville** (hereinafter referred to as "Client") on this the **1st** day of **May 2019**, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the **City of Dawsonville** which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit A. The engagement will focus on the site(s) identified by the Client and Consultant to pro-actively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as an initial period from as May 1, 2019 to May 31, 2022. The Agreement shall automatically renew for a second and third terms beginning May 1, 2020 and

May 1, 2021 respectively, unless the Mayor and City Council, within sixty (60) days of auto-renewal vote to terminate this Agreement, and if so, it is immediately terminated, and all parties shall fulfill their obligations up to the date of the current ending term.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$5,000** for the first year. Payment is to be made upon execution of this agreement and receipt of the invoice from NextSite, LLC. The compensation for years two and three shall be **\$5,000** per year payable by the anniversary date of the agreement. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$5,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates and strategic partners of Consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of **City of Dawsonville**.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required.

Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Andy Camp, VP of Business Development and Shelley Shores, VP of Client Communications. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client. Consultant understands and agrees that many, if not all, of the documentation and reports it provides to Client may be subject to disclosure under the Georgia Open Records Act.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing subject to the Georgia Open Records Act.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Mike Eason, Mayor, City of Dawsonville.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Mayor Mike Eason
City of Dawsonville
415 Hwy 53 E, Suite 100, Dawsonville GA 30534
706-265-3256
Mike.eason@dawsonville-ga.gov

Consultant: NextSite LLC
880 Montclair Road, Suite 525
Birmingham, AL 35213
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

16. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities,

properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Georgia, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

City of Dawsonville

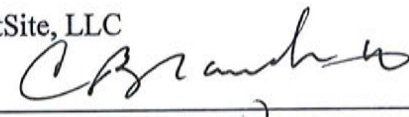
Signature: 

By: Mayor

Date 5/6/19

CONSULTANT:

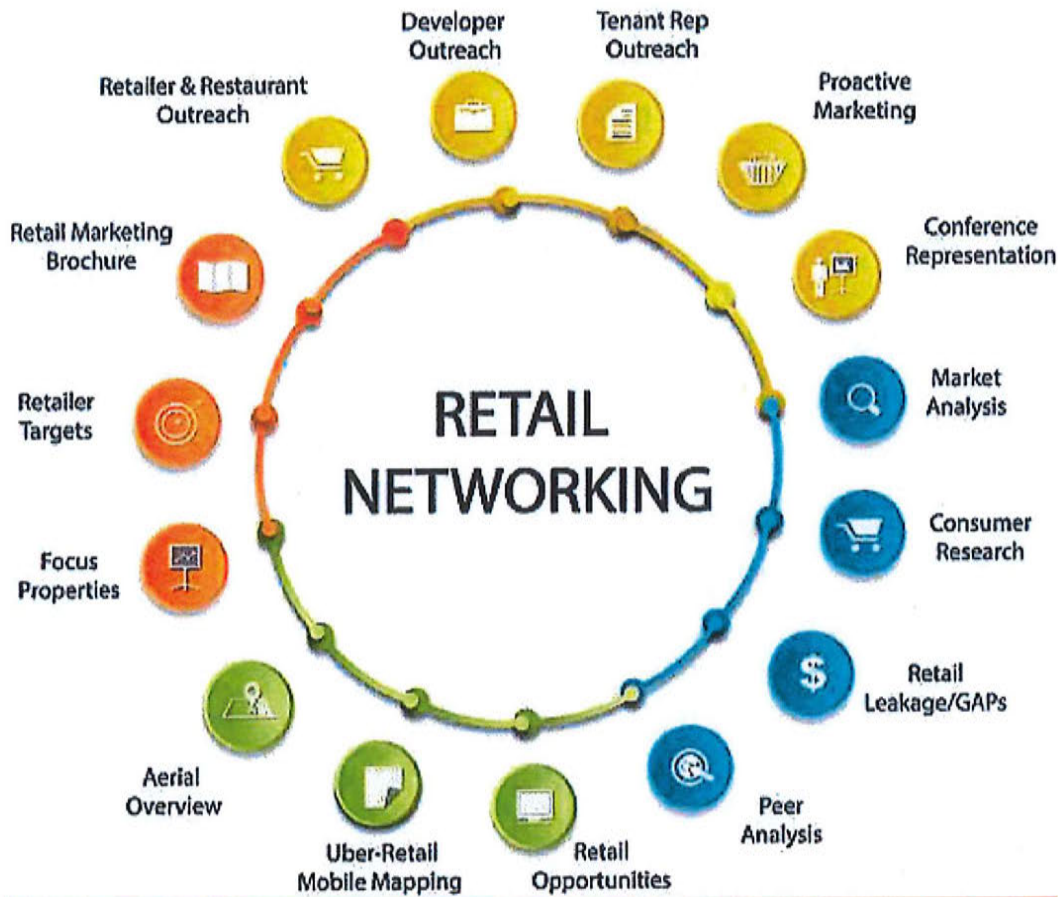
NextSite, LLC

By: 

Title Managing Partner

Date 5/9/2019

EXHIBIT A



RESEARCH - ANALYSIS - MARKETING:

NextSite Demographic and Consumer Research

NextSite partners with and contracts with numerous software, research and data solution providers to best analyze each opportunity in our engaged communities. Each city, town, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the decision critical data that will most likely influence the site location decisions by retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail sector.

NextSite Analysis

RETAIL GAP/LEAKAGE SUMMARY

One of the most critical components of any retail research/consulting engagement is accurate retail leakage analysis – measuring household spending by category that is leaving the designated trade

area to purchase goods and services. Capturing this leakage through development and redevelopment broadens the tenant mix, creates jobs and leads to additional retail sales tax revenue.

COMMUNITY PEER ANALYSIS

Developers and retailers are always looking for opportunities in cities/trade areas that are similar to previous projects they have completed. We have developed a software solution that allows us to very quickly identify similar geographies (peers) based on a set of demographic, consumer spending and population segmentation variables – allowing us to match potential developments and new retail based on existing locations.

FOCUS PROPERTIES

The NextSite team will work with your organization, local property owners and active commercial brokers in your market to determine the appropriate Focus Properties to position as opportunities to developers, tenant reps and retailers. Once we've identified these opportunities, we will upload them to OppSites.com on your behalf.

RETAILER TARGET LIST

The NextSite team, leveraging our experience, resources and contacts throughout the U.S. will build a retailer target list identify those retailers most likely to consider your city/retail trade area for future expansion. We will also match the retailers in this list to developers that have done single and multi-tenant projects with these concepts.

AERIAL MAPS OF CURRENT RETAILERS

Our Regis software creates aerials by city, retail trade area or development/redevelopment zones including locations of all current regional and national retailers. These aerial maps become key components of the Retail Marketing Brochure.

[NextSite Pro-active Marketing](#)

RETAIL MARKETING BROCHURE

Highlights the Focus Properties in your city, key demographic statistics and includes an 11x17 aerial overview of the current retail landscape in the trade area.

PRO ACTIVE RECRUITMENT OF DEVELOPERS & TENANT REP FIRMS

NEXTSITE will leverage its developer and tenant rep relationships to proactively recruit new development and redevelopment in Dawsonville. As part of our efforts NextSite will represent and market the opportunities in Dawsonville at ICSC Deal Making Conferences across the U.S.

[BASECAMP](#)

Upon completion of the research component of our engagement, the NextSite team creates an online account through BASECAMP, a document management and communication platform,

available to the appropriate contacts in your city/organization to access the market analysis and marketing materials.

Scope of Services

Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis and plan our initial market visit. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. **This initial phase of the engagement is typically a 60 day process. However, we begin outreach to our developer and tenant rep relationships immediately, letting our contact(s) know we've been engaged by your community and our preliminary thoughts on the market opportunities.**

Market Research - NextSite's assessment will include, but will not be limited to, the following:

- Trade Area Analysis
 - Demographics, psychographic, segmentation & consumer behavior/attitudes
 - Trade Area Competitors
 - Existing retail landscape
 - Retail leakage/surplus – GAP Analysis
 - Peer Analysis
 - Retail development in peer communities
 - Cannibalization
 - Retail trends
 - Market viability
- Identify Trade Corridors/Areas

NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits.

- Analyze Market & Retail GAP/Leakage data

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews, consumer profiles and buying habits and, our newest research tool – mobile mapping data to understand consumer travel patterns and confirm trade areas. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources.

- Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Dawsonville from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

- Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. Our team will drive the market and retail corridors to build a database of the available commercial properties. Once we identify the development and redevelopment Focus Properties we work with our clients to upload these sites to OppSites to market these opportunities to Developers and Tenant Reps.

- Psychographic Profiles of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through our market analysis we identify the segmentation groups and match the consumer profile of Dawsonville shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached.

- Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile.

- Retail Competitor Mapping/Analysis

Understanding the location of current retailers in your community and the various retail trade corridors provides valuable insight into co-location opportunities, competitors and available sites for development/re-development. We extend this analysis to understand the retailer mix in competitor communities.

- Identification of Retail Prospects to be targeted for recruitment

An initial list of targeted retailers for recruitment. This database includes the retailer, contact information, and current expansion plans. Updates are made to the list as market conditions and feedback from developers and tenant reps dictate.

- Retailer Recruitment and Execution of the Retail Strategy

The most important service we provide is pro-actively recruiting the developers and tenant reps to leverage the identified target retailers/restaurants. Our team is tasked with communicating and providing assistance to the local commercial real estate professionals in your community while also keeping the primary contacts updated on the progress of our recruitment efforts.

- Updates on Retail Industry Trends

While our day to day effort is focused on micro analysis of the current retail landscape and opportunities – we believe it is critical to any strategic initiative to understand the macro factors affecting commercial retail development.

Marketing Strategy

Upon completion of the research component of our engagement, the NextSite team will create an online account through our BASECAMP platform, available to the appropriate contacts in Dawsonville to access all market analysis, marketing materials and project communications.

Identification and Recommendation of Retail Targets – NextSite will develop a Retail Target List consisting of new to market retail/restaurants that fit market profile as well as the profile of targeted consumers. This list of retailer and restaurant targets is based on the initial research and analysis done for your community and the identified trade areas. The Retail Target List is updated as we determine interest levels through our conversations with developers and tenant rep firms and as retailers/restaurants adjust their expansion plans.

Recommendations for Site Locations for Retail/Restaurant Targets - NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site specific information relative to each site.

Develop Marketing Materials - NextSite will develop marketing materials on the client's behalf to market the community and site opportunities to retailers, developers, and tenant reps.

Implementation of Retail Recruitment Plan

A NextSite Team Member will be designated as the Primary point of contact between the appropriate officials and NextSite. The Client Managers responsibilities include:

1. Communication with the Client
2. Communication with local property owners, developers and brokers
3. Updating and Maintaining the Basecamp account
4. Responding to On-Demand research report requests

The NextSite team will focus on pro-actively recruiting developers and tenant reps to your community. This effort will include:

1. Outgoing phone calls to tenant rep firms
2. Outgoing phone calls to retail developers
3. Portfolio Reviews with tenant reps and developers
4. ICSC Conference meetings with tenant rep firms and developers
5. Updating the Focus Property List
6. Updating the Retail Target List
7. Basecamp updates in real time as new information becomes available
8. Responding to specific research and site information requests from developers and tenant reps

Area of Interest in Dawsonville:

- 1. Downtown**
- 2. Hwy 53 – Southeast of downtown along Park Project**



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: 2021 DAWSONVILLE HISTORY MUSEUM LEASE

CITY COUNCIL MEETING DATE: 02/01/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE 2021 DAWSONVILLE HISTORY MUSEUM LEASE

HISTORY/ FACTS / ISSUES:

- **COUNCILMEMBER TOLSON AND CITY MANAGER BOLZ RESEARCHED LEASING FEES PER MAYOR EASON'S REQUEST**
 - **ITEM POSTPONED TO THE 02/01/2021 AGENDA**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

SUB-LEASE AGREEMENT

This Sub-Lease agreement (“Sub-Lease”) is entered into effective the **1st day of January, 2021** 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 East, 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:

A. Lessee will pay to Lessor Base Rent in the amount of \$250.00 (two hundred and fifty and no/100 dollars) per month for the Museum Space. Rent will be due and

payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late. For any late payment received after the 10th 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.

B. Lessee will pay to Lessor Percentage Rent in such amount as is determined by subtracting base rent and utilities from gross receipts and multiplying that difference by 15% (fifteen percent). Percentage rent may be summarized by the following formula:

$$(\text{Gross Receipts} - (\text{Base Rent} + \text{Utilities})) * 15\% = \text{Percentage Rent}$$

C. The payments referred to in Paragraph 4, Subparagraphs A and B shall be collectively referred to as "Rent." Rent will be due and payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late. For any late payment received after the 10th 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, except as may be expressly assumed by Lessor in writing.

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. In the event that Lessor engages a person or entity for the purpose of providing management related to Lessee and Lessee's use of the Museum Space, such shall not change the relationship of the parties or anything in this Paragraph 18. The foregoing notwithstanding, the continued cooperation between Lessor, Lessee and any such individual or entity as determined in Lessor's discretion is a material term of this lease, and the lack of such cooperation may be grounds for termination of this Lease Agreement.

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, including but not limited to the requirement to work in conjunction with any person or entity engaged by Lessor for management of the Museum Space, compliance with which is determined in Lessor's discretion. 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.

[execution on following page]

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.

By: Mike Eason, Mayor

By:

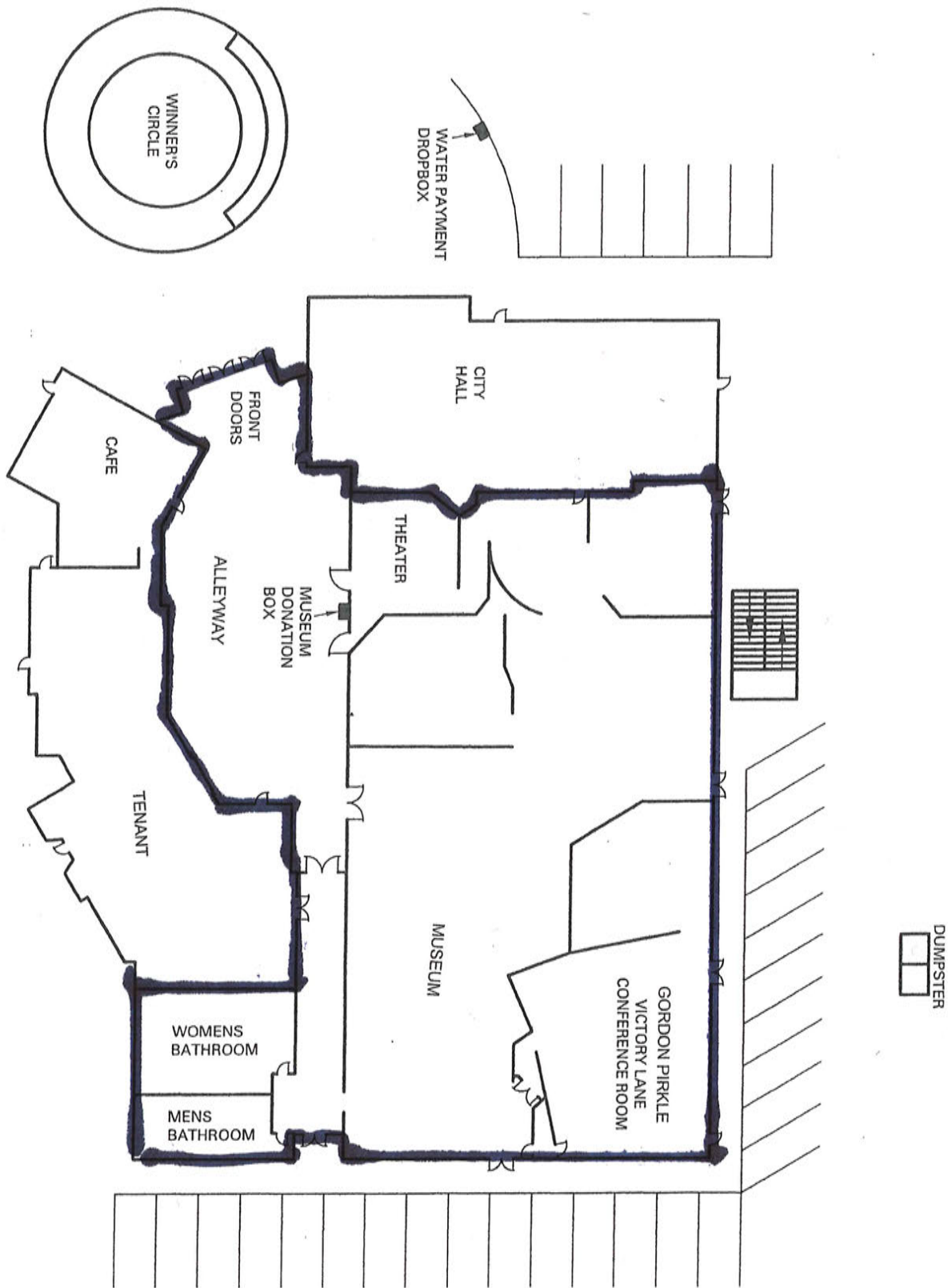


Exhibit "A"



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: INDEPENDENT CONTRACTOR AGREEMENT

CITY COUNCIL MEETING DATE: 02/01/2021

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE INDEPENDENT CONTRACTOR AGREEMENT
CONCERNING A DIRECTOR FOR THE DAWSONVILLE HISTORY MUSEUM**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT dated the _____ day of _____, 2021, between The City of Dawsonville, Georgia, a Georgia Municipal Corporation, with an office at 415 Highway 53 East, Dawsonville, Georgia, 30534, (the "City"), and _____, (the "Contractor").

WITNESSETH:

WHEREAS, the City desires to engage the Contractor and the Contractor is willing to accept such engagement, all on the terms hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Contract.** The City hereby engages the Contractor as its Director for the Dawsonville History Museum on the terms hereinafter set forth and the Contractor hereby accepts such engagement. The engagement shall last for a term of twelve months from _____, to _____, provided, however, that the Contract shall automatically renew for a successive twelve months unless notice is provided by either the City or Contractor that the Contract will not be renewed at least forty-five (45) days prior to its expiration, or it is otherwise terminated as provided herein. The Contract may renew as described in the previous sentence for a total of four renewals after the expiration of the initial term. The provisions of this Agreement will continue to apply for as long as the Contractor remains engaged by the City, and certain provisions will, where they expressly provide, continue to apply after termination of the Contractor's engagement with the City.
2. **Duties.** The Contractor will render services and will fulfill the obligations contained in the attached Exhibit "A" incorporated herein and made a part hereof by this express reference. Contractor may receive guidance from the Board of Directors of the Georgia Racing Hall of Fame, but shall in general exercise independence in the manners and methods of fulfilling the requirements of Exhibit "A." To the extent necessary, Contractor shall receive final direction to the extent necessary from the City Manager.
3. **Loyalty.** The Contractor will not (i) act for Contractor's own account in any manner which is competitive with any of the business of the Dawsonville History Museum ("Museum") or which would interfere with the performance of Contractor's duties under this Agreement, or (ii) serve as an officer, director or employee of or perform services for any other business entity which is competitive with or conflicts with the Museum.
4. **Compensation.**
 - 4.1 *Salary.* The City will pay the Contractor at the rate of \$_____ per year commencing on the ____ day of _____, 2021 which will be payable in periodic equal installments. For the initial term the payment to Contractor shall be prorated. Thereafter the City may review the Contractor's compensation from time

to time based on the policies of the City. The Contractor will not be entitled to additional compensation beyond that called for herein, and is not an “employee” under the Fair Labor Standards Act.

5. **Expenses.** Any and all expenses and expenditures incurred by Contractor shall be in conformity with the City’s procurement policy in effect at the time the expenses are incurred. The foregoing notwithstanding, the Contractor may submit to the city an invoice on an annual basis for the provision of an insurance policy to insure Contractor with respect to liability for damages to persons or property based on acts and/or omissions arising out of or relating to Contractor’s service pursuant to this Contract.
6. **Termination.** This Agreement may be terminated immediately by the City upon the occurrence of any one of the following events:
 - (a) Contractor’s death or legal incapacity;
 - (b) Contractor’s incapacity or inability to perform Contractor’s services as set forth in this Agreement;
 - (c) Contractor is guilty of fraud, dishonesty, or other acts of misconduct in the rendering of services on behalf of the City; or
 - (d) Contractor fails or refuses to faithfully or diligently perform the provisions of this agreement.

This Agreement may be terminated immediately by the Contractor upon the occurrence of any one of the following events:

- (a) The City’s failure to remit payment when due.
- (b) The City’s failure to perform any of its obligations as set forth in this Agreement.
- (c) The City’s financial insolvency.

7. **Results of the Contractor’s Services.**

- 7.1 The City will be entitled to and will own all the results and proceeds of the Contractor’s services under this Agreement, which pertain to, arise out of or are related to the Contractor’s job duties in Exhibit A. The same shall be the sole and exclusive property of the City; and the Contractor will not have any right, title or interest of any nature or kind therein.
- 7.2 The Contractor acknowledges that the violation of any of the provisions of §7.1 will cause irreparable loss and harm to the City which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that the

City will be entitled, without posting bond or other security, to injunctive and other equitable relief to enforce the provisions of that Section; but no action for any such relief shall be deemed to waive the right of the City to an action for damages.

8. **Use of Contractor's Name, Etc.** The City is hereby granted the right during the term of Contractor's engagement to make use of and to permit others to make use of the Contractor's name, pictures, photographs, and other likenesses, and voice, in connection with the advertising, publicity and exploitation of any products, or in connection with the use or implementation of any of the Contractor's services hereunder or the proceeds thereof. This right shall continue in perpetuity as a non-exclusive and non-compensable right after termination of Contractor's engagement for any reason whatsoever including, without limitation, termination by either party for cause or wrongful termination by either party. In no event, however, shall the Contractor, directly or indirectly, be represented as endorsing any product or commodity without the Contractor's written consent.
9. **Governing Law; Remedies.**
 - 9.1 This Agreement has been executed in the State of Georgia and shall be governed by and construed in all respects in accordance with the law of the State of Georgia.
 - 9.2 Except as otherwise expressly provided in this Agreement, any dispute or claim arising under or with respect to this Agreement or any breach or alleged breach hereof shall be first submitted to non-binding mediation before being subject to litigation which litigation must be conducted in the Superior Court of Dawson County, State of Georgia.
 - 9.3 The Parties will also have such other legal remedies as may be appropriate under the circumstance including, inter alia, recovery of damages occasioned by a breach. The Parties' rights and remedies are cumulative and the exercise or enforcement of any one or more of them will not preclude the City from exercising or enforcing any other right or remedy.
10. **Severability of Provisions.** If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.
11. **Waiver.** No failure by a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available to it will constitute a waiver. No breach or default of any provision of this Agreement will be waived, altered or modified, and the Parties may not waive any rights, except by a written instrument executed by them. No waiver of any breach or default will affect or alter any term or condition of this Agreement, and such term or condition will continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.
12. **Miscellaneous.**

12.1 This Agreement may be amended only by an instrument in writing signed by the City and the Contractor.

12.2 This Agreement shall be binding upon the Parties and their respective successors and assigns. The City may, without the Contractor's consent, transfer or assign any of its rights and obligations under this Agreement to any corporation or other entity which, directly or indirectly, controls or is controlled by the City or is under common control with the City or to any corporation or other entity succeeding to all or a substantial portion of the City's business and assets, provided that the City shall not be released from any of its obligations under this Agreement, and provided further that any such transferee or assignee agrees in writing to assume all the obligations of the City hereunder. Except as provided above, neither the City nor the Contractor may, without the other's prior written consent, transfer or assign any of its or Contractor's rights or obligations under this Agreement, and any such transfer or assignment or attempt thereof without such consent shall be null and void.

12.3 All notices under or in connection with this Agreement shall be in writing and may be delivered personally or sent by mail to the parties at their addresses set forth below or to such other addresses as to which notice is given:

1. If to the City:
City of Dawsonville, Georgia
Attn: Bob Bolz, City Manager
415 Hwy 53 East
Dawsonville, Georgia 30534

2. If to the Contractor:

Notice will be deemed given on receipt.

12.4 Upon termination of the Contractor's relationship with the City, Contractor shall promptly deliver to the City all equipment, materials, tools, correspondence, manuals, orders, letters, notes, notebooks, reports, programs, proposals and any documents and copies concerning the Museum's customers, exhibitors, or concerning products or processes used by the Museum and, without limiting the foregoing, will promptly deliver to the City any and all other documents or material containing or constituting confidential information.

12.5 The Contractor may not assign, pledge, or encumber any of the rights or obligations hereunder without the written consent of the City.

- 12.6 The parties agree that this Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 12.7 Contractor and City represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that such party has had the opportunity to review any and all aspects of this Agreement with legal, tax, or other adviser(s) of such party's choice before executing this Agreement.
- 12.8 The language contained herein shall be deemed to be that approved by all parties hereto and no rule of strict construction shall be applied against any party hereto.
- 12.9 Section headings are for purposes of convenient reference only and will not affect the meaning or interpretation of any provision of this Agreement.
- 12.10 This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements or understandings between them.
- 12.11 The City shall take steps in an attempt to have Contractor insured for acts or omissions committed in conjunction with the performance of Contractor's obligations under this Contract either through the City's own policy of insurance or through the policy of insurance of the Dawsonville History Museum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Dawsonville, Georgia

Contractor

Michael Eason, Mayor

Cindy Elliott

Attest:

Witness:

Beverly A. Banister, City Clerk

JOB DESCRIPTION

Title: Director, Dawsonville History Museum

FLSA Status: Exempt

Effective Date:

GENERAL PURPOSE

Under general supervision of the City Manager and with direction from the Board of Directors of the Dawsonville History Museum, which includes the Georgia Racing Hall of Fame, this position supervises the operation of the museum and related functions.

DUTIES

- Coordinates with staff and volunteers for operation of the museum.
- Plans, coordinates and promotes museum heritage programs and events.
- Oversees the Dawsonville History Museum related operations, including, historic preservation and database management, museum operation, facility rental, public education, and local history research.
- With the Boards approval, carryout related revenue management for museum ticket sales, facility rental, museum retail efforts, and online sales.
- Develops and manages museum marketing efforts to improve public awareness and recognition of the facility and what it offers.
- Researches and updates current cultural and heritage program resources and interests within the community.
- Develop and manage a plan for strategic organization and visitor experience.
- Develop and manage a redefined vision, and more effective use of existing physical space to enhance the present and future mission of the museum.
- Manage an assessment, general upgrade, ongoing maintenance and rotation of exhibits.
- Develop and manage a plan assuring the most flexibility of the interior space to support events and programs as well as new programs and traveling exhibits.
- Develop and as funding is available, manage a realistic plan for current and future operations, such as, staffing, maintenance, expenses, etc.
- Develop, implement, and manage, as funding is available, capital outlay projects, such as new construction, display renovations, and development of exhibits, new and existing.
- With the approval of the Board, prepares and manages annual budgets for the Dawsonville History Museum.
- Prepares and issues appropriate public information material, including, press releases, newsletters, brochures, posters, flyers, etc.
- Manages museum website.
- When called upon, books and contracts artists for performances, visual and literary arts, within the museum and is responsible for providing technical assistance with programs.
- Develops and administers grants from and to the museum and other public and private agencies.

- Coordinates fundraising and partnership programs for the museum with direction from the Board and through the City Manager.
- Solicits volunteer support.
- When called upon, suggest potential Board member appointments for the Dawsonville History Museum Board of Directors, and attends the meetings when called upon.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's degree in Arts Administration, History or a closely related field plus three (3) years professional experience in arts administration at a public or private arts agency , museum or organization, or equivalent combination of education and experience.

NECESSARY SKILLS AND ABILITIES

Knowledge of:

- Philosophy, principles and practices of the role of the local arts and heritage programs and the presentation of arts performances and events.
- Philosophy, principles, and best practices of historic preservation and museum operations.
- Practices and procedures for operation of a 501 (3) (C) or similar non-profit agency.
- Practices and procedures of marketing, social media and public relations.
- Budget planning, development, management, and control.
- Public agency grant administration.
- Principles and practices of fund raising.

Ability to:

- Plan, develop and administer activities for arts and heritage programs.
- Advertise and market the city and its facilities and programs.
- Establish and maintain effective working relationships with members of the community.
- Effectively communicate both orally and in writing.
- Develop additional funding sources outside of general fund.
- Keep accurate records and prepare comprehensive reports.
- Plan and implement public art projects and history publications and products.
- Supervise care of the City of Dawsonville and the History Museum collections.
- Collaborate with independent local art agencies and provide training.
- Develop program partnerships with the City of Dawsonville, school, businesses and community organizations.