

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, June 6, 2022
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held May 16, 2022
 - b. Approve Annual Chamber of Commerce Agreement
 - c. Approve Electric Vehicle Charging Services Agreement

PUBLIC HEARING

8. Proposed FY 2022-2023 Budget

BUSINESS

9. ANX-C2200143: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.
10. Resolution #R2022-05: Georgia State Patrol Post #37
11. Fifty-Fifth Annual Mountain Moonshine Festival
12. Dawsonville Moonshine Distillery: Request to Terminate Lease

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, June 20, 2022

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: 06/06/2022

PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
 - **Regular Meeting and Work Session held May 16, 2022**
 - b. **Approve Annual Chamber of Commerce Agreement**
 - c. **Approve Electric Vehicle Charging Services Agreement**
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 06/06/2022

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 MAY 16, 2022**
-

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
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 16, 2022
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 William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason reminded citizens the Farmer's Market is open every Saturday; early voting ends this week; National Law Enforcement week is being celebrated this week; the next Food Truck Friday is June 3rd and the Dawsonville History Museum will be having a car show on Saturday May 28, 2022. The Mayor also introduced the newly hired Economic Development Director, Kevin Herrit, for the Dawson County Chamber of Commerce.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by C. Phillips. Councilmember Walden stated he'd like to have the agenda amended to add an item. Councilmember French withdrew his motion.

Motion to amend the agenda to add item #23 APPALACHIAN REGIONAL COMMISSION (ARC) Grant Funds made by J. Walden; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by W. Illg. Vote carried unanimously in favor.

6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b,c) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held May 2, 2022
 - Executive Session held May 2, 2022
 - b. Approve Howser Mill Road Joint Paving Project Overage
 - c. Approve Georgia Mountain Regional Commission Private Sector Appointment
Kevin Herrit to serve from July 1, 2022 to June 30, 2023

8. **EMPLOYEE RECOGNITION:** The Mayor and Council presented service awards to Westin Lee for five years of service and Beverly Banister for 7 years of service. Steven McNeal was presented with the April 2022 Employee of the Month award.
9. **PROCLAMATION: NATIONAL PUBLIC WORKS WEEK, MAY 15 – 21, 2022:** Mayor Eason read the proclamation and thanked the Public Works staff for their commitment and hard work.

PUBLIC HEARING

10. **ANX-C2200143:** Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

Planning Director Picklesimer read the annexation request.

Motion to open the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. No one spoke in favor of or opposition to the annexation request. Motion to close the public hearing made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
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11. ENACTING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT AND BUILDING PERMITS:

Motion to open the public hearing made by M. French; second by C. Phillips. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. The following person spoke at the public hearing:

- Michael Turner, 1090 Oakhaven Drive, Roswell – He stated he is not necessarily for or against impact fees but Allen Street Properties has two projects in process within the City and asked for consideration of an exemption for these two properties.

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

Attorney Tallant provided a brief overview of the resolution stating that the goal of impact fees is to maintain a constant level of service for new City residents and businesses without having an impact on the residents and businesses already in the City. He further stated the resolution allows development to move forward as long as the developers agree to pay for an impact fee should the City adopt one. Mayor Eason clarified the issuance of an LDP with Attorney Tallant and asked the City Manager about the status of the RFP to perform an impact fee study.

Motion to approve Resolution #R2022-03 as presented made by M. French; second J. Walden. Councilmember Phillips asked if impact fees could be waived for anyone; Attorney Tallant stated there are provisions within the impact fee statute that could allow for an offset to an impact fee. Vote carried unanimously in favor. (Exhibit "A")

BUSINESS

12. BID SELECTION: WATER METER REPLACEMENT PROJECT: Utilities Operation Manager Barr explained the issues concerning the need for replacement of the water meters. Scott McCrary from Consolidated Pipe & Supply Co, Inc. provided a presentation on the Master Meter Technology which would be the type of meters installed.

Motion to approve Resolution #R2022-04 to award the bid of the water meter replacement project to M&E Construction, LLC in the amount of \$912,945.00 to be paid out of the FY 2023 Capital Enterprise budget made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "B")

13. LAND ACQUISITION: PURCHASE AND SALE AGREEMENT: Councilmember Walden stated the purpose of the land acquisition is to allow the City to connect the Historic downtown to this property and allow for the potential of ample parking and new businesses. Councilmember Illg, Phillips and French all agreed and further stated it would also be walkable without the hinderance of a State highway going through it. Mayor Eason talked about a concept for the land use and all agreed it will be a great contribution for the City.

Motion to approve the purchase and sale agreement with the Jenkins Family Enterprises, LP in the amount of one million dollars to be paid out of SPLOST VII and General Fund Reserves made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

14. FAMILY CONNECTION EVENT: REQUEST FOR ROAD CLOSURE AND PERMIT FEE WAIVER: Rebecca Bliss from Family Connections provided a brief overview of their goals and the event; the City is collaborating with Family Connections to put on the resource fair.

Motion to approve the permit fee waiver of \$50.00 and the road closure as presented made by C. Phillips; second by M. French. Vote carried unanimously in favor.

15. VEHICLE PURCHASES FOR PUBLIC WORKS AND UTILITY DEPARTMENT: Motion to approve the purchase of a 2022 Chevrolet 1500 Silverado in the amount of \$39,027.00 to John Megel Chevrolet for the Utility Department to be paid out of the FY 2022 Enterprise Fund and to approve the purchase of a 2022 Chevrolet 1500 Silverado in the amount of \$39,027.00 to John Megel Chevrolet

MINUTES
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for the Public Works Department to be paid out of SPLOST VI made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

- 16. MAPLE HILL DRIVE DETENTION POND – INITIAL CLEANOUT COST AND FUTURE MAINTENANCE FEES:** Motion to approve the initial cleanout of the Maple Hill Drive Detention Pond in the amount of \$10,050.00 to be paid with a FY 2022 General Fund budget amendment made by C. Phillips; second by M. French. Vote carried three in favor (Phillips, French, Walden) with one abstained (Illg).

Motion to approve the monthly stormwater infrastructure maintenance and administrative fee for future maintenance of the detention pond for Maple Street Drive property owners in the amount of \$16.50 per month, per property owner made by J. Walden; second by C. Phillips. Vote carried three in favor (Phillips, French, Walden) with one abstained (Illg).

- 17. MAIN STREET PAWN BROKER LICENSE FEE REDUCTION REQUEST:** The owner of Main Street Pawn, Erika Smith, spoke to the City Council concerning her request to waive or reduce her 2022 Pawnbroker License fee due to personal hardship.

Motion to approve a fifty-percent reduction of Erika Smith's 2022 Pawnbroker License fee totaling \$512.50 made by W. Illg; second by M. French. Councilmember French stated the importance of assisting our local businesses. Vote carried unanimously in favor.

- 18. BUILDING PERMIT FEE WAIVER REQUEST – 83 ROBINSON ROAD:** The resident residing at 83 Robinson Road, Cari Bennett, explained her request to the City Council.

Motion to waive the permit fee amount of \$200.00 to replace the meter base due to equipment failure made by W. Illg; second by M. French. Vote carried unanimously in favor.

WORK SESSION

- 19. ELECTRIC VEHICLE CHARGING STATION PRESENTATION:** Colson Rivers from Indigo Energy provided information regarding the potential of installing two charging stations for EVs at Main Street Park. Discussion concerning logistics of the project followed.

Motion to approve the Electric Vehicle Charging Host Program Agreement contingent upon the approval of the City Attorney made by C. Phillips; second by M. French. Vote carried unanimously in favor.

Michael Turner approached the City Council and questioned the need to dedicate two parking spaces for electric vehicles. City Manager Bolz stated there are ninety-nine available parking spaces within Main Street Park. Colson Rivers pointed out the current national average of electric vehicle owners is two percent therefore fitting nicely with the proposal of utilizing two parking spots out of ninety-nine.

- 20. FY 2022-2023 PROPOSED BUDGET PRESENTATION:** Finance Administrator Robin Gazaway presented the proposed FY 2022-2023 budget to the City Council. A public hearing is scheduled for the June 6, 2022 City Council meeting and the request to adopt the budget by resolution will be considered at the June 20, 2022 meeting.

STAFF REPORTS

- 21. BOB BOLZ, CITY MANAGER:** He reported the leak adjustment for last month totaled \$1,415.47 and can answer any questions on his report provided in the packet.

- 22. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through April 30, 2022 were provided in the agenda packet; no questions or comments from City Council.

- 23. APPALACHIAN REGIONAL COMMISSION (ARC) GRANT FUNDS:** Motion to approve an additional \$20,000 match for the ARC grant funds to develop the downtown strategic plan to be paid out of SPLOST VII made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

EXECUTIVE SESSION: None

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 16, 2022
5:00 P.M.

ADJOURNMENT:

At 6:33 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously.

Approved this 6th day of June 2022.

By: CITY OF DAWSONVILLE

Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

RESOLUTION R2022-03

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA TO ENACT A TEMPORARY MORATORIUM ON THE ISSUANCE OF DEVELOPMENT PERMITS AND BUILDING PERMITS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF DAWSONVILLE DURING A STUDY OF DEVELOPMENT IMPACTS AND FOR CAPITAL IMPROVEMENTS; TO PROVIDE FOR EXCEPTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Dawsonville, Georgia is a Georgia Municipal Corporation which provides planning and zoning, as well as enforcement of building codes and regulations as a qualified local government;

WHEREAS, the City of Dawsonville directly provides and/or regulates, *inter alia*, the following services, all of which are and will continue to be impacted by residential and commercial development: road and street construction or maintenance, solid waste management, water supply and distribution; wastewater treatment; stormwater collection and disposal; and recreational facilities;

WHEREAS, local governments, pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated, may consider and adopt development impact fees which are imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development;

WHEREAS, such development impact fees may be collected at the time of the issuance of a development permit or a building permit, depending upon the particular purpose of the fee;

WHEREAS, the City of Dawsonville has started the process of studying and developing a system of development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated;

WHEREAS, there are tracts of developed land which could be redeveloped, and undeveloped land in the City of Dawsonville which if developed, or if rezoned and developed, could create significant impacts on the services, facilities, and infrastructure of the City of Dawsonville, to include but not necessarily be limited to significant improvement costs as a result of the development;

WHEREAS, a review of development fee impact ordinances and studies related to the same confirms that residential development and usage creates the greatest impact on local government facilities, infrastructure, and services;

WHEREAS, the City of Dawsonville, pursuant to its police power, is authorized to enact ordinances to further and protect the health, safety, welfare and morals of the public;

WHEREAS, given the potentially significant impact to the services, facilities and infrastructure needs and demands of developing or redeveloping property, the City of Dawsonville has determined that it is reasonable and necessary, in order to protect the health, safety, welfare and morals of the public, to enact a temporary moratorium on development and building permits in the City of Dawsonville;

AND WHEREAS, the moratorium, as described herein, is found by the City of Dawsonville to be an appropriate, reasonably necessary, not unduly oppressive, and narrowly tailored exercise of the City of Dawsonville's police power.

NOW, THEREFORE, premises considered, be it ordained by the Council of the City of Dawsonville, as follows:

Section 1. There is hereby enacted a moratorium on (a) the acceptance of applications for, or the issuance of land development permits (including land disturbance permits) as well as (b) the acceptance of applications for, or the issuance of building permits, within the corporate limits of the City of Dawsonville, Georgia, for properties which are in the following zoning districts:

- a. RA: Restricted Agricultural
- b. R-1: Restricted Single Family Residential
- c. R-2: Single Family Residential
- d. R-3: Single Family Residential
- e. R-6: Multiple-Family Residential
- f. R3R: Manufactured Home Subdivision District
- g. RMM: Residential Manufactured/Moved
- h. RMHT: Manufactured Housing Temporary District
- i. RPC: Residential Planned Community
- j. PUD: Planned Unit Development
- k. PCS: Planned Conservation Subdivision
- l. RCT: Residential Cottage
- m. AP: Annexed Property

Section 2. The moratoria described in § 1, above, shall expire on the earlier of:

- a. the passage of six months from the date this Resolution is adopted by the Council of the City of Dawsonville;
- b. the defeat or adoption of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated;
- c. a subsequent vote of the Council of the City of Dawsonville, Georgia, repealing or replacing the moratoria described in this Resolution.

Section 3. The moratoria described in § 1, above, shall not apply to:

- a. any development or project where there is an active Land Disturbance Permit in place on or before the date of the passage of this Resolution, however, if the Land Disturbance Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Land Disturbance Permit for the same tract of land.
- b. any building site where there is an active Building Permit in place on or before the date of the passage of this Resolution, however, if the Building Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Building Permit for the same Building Site.
- c. any development or building site which does not fit into the exceptions identified in § 3(a) or (b), but for which the applicant for the development and/or building permit executes an irrevocable commitment that it will remit, in full, any development impact fee within thirty (30) days after the passage of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated. The Development Impact fee assessed pursuant to this exception shall be such as is established pursuant to any adopted ordinance, and if no ordinance is adopted then no fee shall be assessed.
 - i. In the event that an applicant seeks an exception pursuant to § 3(c) of this Resolution, if the applicant fails to make the committed payment of a development impact fee within the time required, then the permit issued (and any related permits or certificates, including but not limited certificates of occupancy) shall be revoked, *instanter*, by operation of law without the necessity of any further action by the City of Dawsonville or any of its departments or employees.
 - ii. In the event of a revoked permit or certificate pursuant to § 3(c)(i) of this Resolution, the unpaid development impact fee must be paid before any development or building permit or related certificate may issue for the site or development in question.

Section 4. Severability. If any section, provision or clause of any part of this resolution shall be declared invalid or unconstitutional, or if the provisions of any part of this resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this resolution not so held to be invalid, or the application of this resolution to other circumstances not so held to be invalid. It is hereby declared as the intent that this resolution would have been adopted had such invalid portion not been included herein

Section 5. Repealer. All laws and parts of laws in conflict with this resolution are hereby repealed.

Section 6. *Effective Date.* This resolution shall be effective the day following its passage by the Council of the City of Dawsonville, the health, safety, welfare, and general morality of the City of Dawsonville demanding it.

[execution on following page]

SO ADOPTED AND RESOLVED by the City Council of Dawsonville, Georgia, this 16 day of May, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: [Signature]
Mike Eason, Mayor

[Signature]
Caleb Phillips, Council Member, Post 1

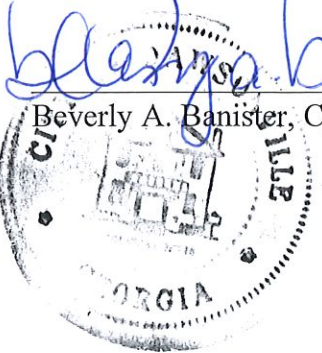
[Signature]
William Illg, Council Member, Post 2

[Signature]
John Walden, Council Member, Post 3

[Signature]
Mark French, Council Member, Post 4

ATTEST:

[Signature]
Beverly A. Banister, City Clerk



RESOLUTION R2022-04

**A RESOLUTION OF THE CITY OF DAWSONVILLE
TO AWARD A CONTRACT CONCERNING THE WATER METER
REPLACEMENT PROJECT**

WHEREAS bids were received by the City of Dawsonville on April 28, 2022 for Water Meter Replacement, and

WHEREAS the low, responsible, responsive bidder is M& E Construction, LLC, of Forsyth, Georgia with a bid in the amount of \$912,945.00, and

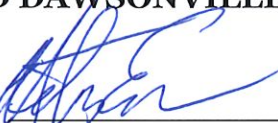
WHEREAS the low bidder, M&E Construction, LLC, appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of Dawsonville hereby makes contract award of the construction contract to the low bidder, M&E Construction, LLC of Forsyth, Georgia, in the amount of \$912,945.00.

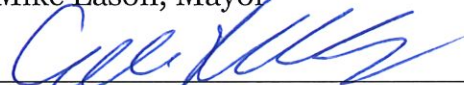
THIS RESOLUTION was passed by a vote of 4 to 0 at a regular meeting of the Mayor and Council on May, 16, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

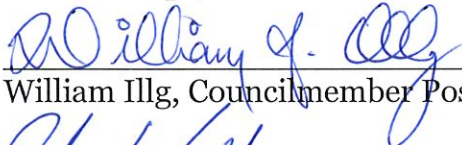
By:



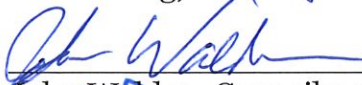
Mike Eason, Mayor



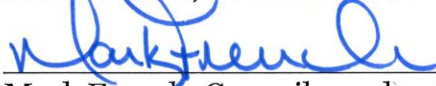
Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2



John Walden, Councilmember Post 3



Mark French, Councilmember Post 4



ATTEST:



Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE ANNUAL CHAMBER OF COMMERCE AGREEMENT

CITY COUNCIL MEETING DATE: 06/06/2022

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 AGREEMENT WITH THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE FY2023

HISTORY/ FACTS / ISSUES:

- **AGREEMENT UP FOR APPROVAL FOR FY 2022 – 2023**
- **CURRENT AGREEMENT EXPIRES 06/30/2022**
- **BUDGETED AMOUNT CURRENTLY AT \$12,000 ANNUALLY (\$1,000 PER MONTH)**
- **AGREEMENT IN PLACE SINCE FY 2014-2015**

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

City of Dawsonville and Chamber of Commerce Agreement

THIS AGREEMENT, made by and between the City of Dawsonville, Georgia, a Municipal Corporation, hereinafter termed the "City", and the Dawson County Chamber of Commerce and Office of Tourism Development, a non-profit corporation, hereinafter termed the "Chamber".

WITNESSETH

WHEREAS, the City is desirous of promoting the existing commercial and industrial businesses and tourism attractions located in the City and the desirability of disseminating information to said existing commercial and industrial businesses and tourism attractions, and of properly following up and giving consideration to inquiries for assistance to existing businesses and tourism attractions made from time to time relative to various promotional opportunities in said City; and

WHEREAS, the law of Georgia authorizes the expenditures of monies accruing to the General Fund of the City for such activities; and

WHEREAS, the Chamber is organized for and equipped to carry on the promotion of existing commercial and industrial businesses and tourism attractions on behalf of said City and to publicize and assist these businesses and attractions to their best advantages,

NOW, THEREFORE, in consideration of the premises and covenants and promises, hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Chamber will undertake the following programs in implementation of the above promotional activities on behalf of the existing business and tourism community of the City as follows:

- a. To employ a competent staff to properly carry out this Agreement and other tasks and programs considered appropriate by the Chamber membership.
- b. To promptly give assistance relative to the existing business and attraction advantages and opportunities in the City, and to disseminate information by correspondence, media promotion and publicity, and personal contacts favorably advertising such advantages and opportunities of existing businesses and attractions.
- c. To plan, organize, find, coordinate, and implement educational programs, seminars, and activities for the purpose of assisting local businesses in maximizing productivity and profitability.
- d. To educate, promote, and inform the business community through the preparation of a Chamber Newsletter sent no less often than twice per month.

e. To provide input to the City on matters pertaining to the status of businesses and tourism within the City.

f. To help develop and promote programs designed to promote existing businesses and attractions within the City.

g. To provide welcome/new resident packets designed to acquaint all new residents with the City's business community and City private and government services.

h. To actively participate on City Committees.

2. That in consideration of the services provided herein, the City shall pay monthly to the Chamber the sum of \$1,000.00 for the term of this Agreement or any renewal thereof.

3. As further consideration for the covenant aforesaid of the City to pay said funds to the Chamber, the Chamber hereby covenants that it will not use its name or funds or permit or suffer its name or funds to be used, in connection with the election, nomination, support, publicity, endorsement, or appointment of any officer or employee of the City or of any other governmental agency. And, furthermore, the Chamber shall refrain from participation in the distribution of emails, written or oral communications, pamphlets or handbills of any kind favoring or opposing any candidate for election to any City office or to the office of any quasi-municipal agency of which the City area is a part.

4. The Chamber shall furnish periodic reports of its activities to the City which shall consist of the business and tourism promotion activities, publicity, business educational seminars, events, etc. scheduled for the next quarter and a review of previous accomplishments.

5. This Agreement supersedes all previous agreements between the City and the Chamber of Commerce. This Agreement is terminable by either party upon thirty (30) days prior written notice. Unless renewed by mutual execution, this agreement shall expire June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers on this 6th day of June 2022.

CITY OF DAWSONVILLE

CHAMBER OF COMMERCE

John Walden, Mayor Pro-Tem

Mandy Power, President



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

CITY COUNCIL MEETING DATE: 06/06/2022

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 ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

HISTORY/ FACTS / ISSUES:

- **INDIGO ENERGY PRESENTED INFORMATION AT THE MAY 16, 2022 WORK SESSION**
 - **AGREEMENT APPROVED BY LEGAL**
-

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

EXCLUSIVE ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT

This Exclusive Electric Vehicle Charging Services Agreement (“Agreement”) is entered into as of the _____ day of _____, 2022 (“Agreement Date”) by and between Indigo Energy Partners, LLC, a Georgia Corporation, whose corporate address is 222 Main Street SW, Gainesville, Georgia 30501 (“Provider”) and The City of Dawsonville (“Client”).

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, Provider markets, sells, manages, and services electric vehicle charging equipment described in schedule 1 (“Equipment”); and

WHEREAS, Client is the owner, lease holder, or manager of the properties located at the addresses described in schedule 2 (“Premises”); and

WHEREAS, Client is willing to offer Provider access to designated parking areas within the Premises controlled by Client for purpose of installing Provider’s Equipment; and

WHEREAS, Provider, by installing Equipment on the Premises will provide value to Client by attracting electric vehicle (“EV”) owners and the public to the Premises; and

WHEREAS, Client acknowledges the value of Provider’s Equipment on the Premises and desires to grant an exclusive license to Provider for installation and maintenance of Equipment at the Premises in accordance with the terms and conditions of such arrangement through this Agreement.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises:** Client hereby grants to Provider a license to supply, install, operate, and maintain the Equipment at the Premises in a Designated Area (“Designated Area”). The Designated Area will be depicted on schedule 3. Client and Provider agree to prepare the Premises in strict accordance with schedule 4 (“Required Preparations”) on the Premises, under the terms and conditions hereof throughout the Term of this Agreement.
2. **Installations**
 - 2.1 Client shall verify to Provider that the electric panels, circuit breakers conduits, and wiring are all fully functional and supply adequate electricity to the Designated Area. Thereafter, Provider shall install the Equipment at the Designated Area. Provider will connect the Equipment to the electricity grid and bear certain costs, as described herein, associated with the installation.

- 2.2 Provider undertakes to use licensed professional services and obtain all necessary permits to install the Equipment within sixty (60) days following the execution of this Agreement.
- 2.3 Client represents that the Premises shall be delivered free of environmental contamination. Provider shall have no liability for any environmental contamination unless caused by Provider, its agents, employees, or contractors.
3. **Services:** Provider will service and operate the Equipment within the Designated Areas.
4. **Terms and Conditions**
 - 4.1 **Commencement Date:** The commencement date shall be the date that the Equipment is open and available for public use. The parties shall execute a Commencement Start Date Agreement, and the date set forth shall serve as the beginning of the Term.
 - 4.2 **Term:** The initial term of this Agreement shall begin on the Commencement Date and shall expire one (1) year from the commencement date (“Initial Term”).
 - 4.3 **Renewal Term:** This Agreement shall automatically renew at the conclusion of each term for another one-year term (“Renewal Term”) unless action is taken by the Client to effectuate the termination thirty (30) days before the end of the calendar year..
 - 4.4 **Provider Termination and Condemnation**
 - 4.4.1 Provider may choose to terminate this Agreement by delivering to Client a written notice of its intention to terminate prior to the expiration of the Term or any applicable Renewal Terms.
 - 4.4.2 If any portion of the Premises is condemned or taken in any manner for the public or quasi-public use that could adversely affect Provider’s use of the Premises, Provider is entitled to file its own claim against the condemning authority. Provider may elect to terminate this Agreement effective as of the date title to the condemned portion of the Premises is transferred to the condemning authority.
 - 4.5 **Removal of Equipment:** Provider shall have the right, but not the obligation, upon the termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination or expiration and remove any and all Equipment, to include any of Provider’s related ancillary property. Provider shall restore the premises to the condition in which it existed prior to this agreement in the event of any termination and removal of equipment.

5. Equipment

- 5.1 **Supply:** Provider shall timely supply the Equipment listed in schedule 1, after the execution of this Agreement following Client and Provider's completion of all Required Preparations detailed in schedule 4.
- 5.2 **Ownership:** Provider shall have all right, title, and interest in said Equipment during the term of this Agreement. Provider's ownership shall include, but is not limited to, all hardware, software, signage, records, files and/or data collected or produced by the Equipment ("Proprietary Data"), as well as any and all environmental (or similar) credits generated by the use or disbursement of electricity by the Equipment.
- 5.3 **Grants and Rebates:** Provider holds all right, title, and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Network under this Agreement. If any grant and/or rebate is received in the name of the Client or its subsidiaries, Client expressly agrees that this Agreement shall act as an assignment of Client's right, title, and interest in and to such grant and/or rebate.

_____(Client's initials)

- 5.4 **Additional Equipment:** Provider may assess, from time to time, the need for additional Equipment on the Property and may make its recommendations known to the Client. If Client accepts Provider's recommendation: (i) Client and Provider shall amend schedule 4 to include Required Preparations for the additional Equipment; (ii) Client and Provider shall perform all Required Preparations for the additional Equipment, each bearing their own costs associated with the Required Preparations; and (iii) the parties will execute an Installation Date Acknowledgment Certificate (schedule 5) for the additional Equipment, which will establish a new Effective Date. The Term of this Agreement shall restart from the day of the new Effective Date.

5.5 Modifications

- 5.5.1 Provider may, at any time during the Term and in its discretion, modify, upgrade, replace, and/or remove all or a portion of the Equipment, without limitation. Provider may make such modification whether or not said items are considered fixtures and attachments to the Premises under applicable laws; provided, however, before any such modifications, Provider shall provide at least sixty (60) days prior notice to Client. Notice shall include supporting documentation of the Client's customer utilization justifying the need for any such Modifications.

5.5.2 Provider may request to relocate or remove underperforming Equipment from a specific location to a different location within the Designated Areas. Client shall not unreasonably withhold its approval of Provider's request. Provider shall be responsible for all costs associated with the relocation or removal of Equipment. If the relocation or removal is at Client or a third party's request, Client shall be solely responsible for all associated costs of the removal or relocation.

5.6 **Signage**

5.6.1 Provider shall install signage, including, but not limited to, striping and painting an appropriate EV iconograph at the Premises to ensure the Equipment is clearly marked as an EV charging station. Said signage will be located at or above the station. If Client wants additional signage, it will be responsible for procuring and installing it.

5.6.2 The parties will agree on the location and installation method for the signage.

5.6.3 Signage will include information for users regarding contact information for complaints, notification and service issues, and a statement of Provider's responsibility to service issues, damages, or loss.

5.7 **Property Condition:** Client agrees to keep public areas, streets, and sidewalks appurtenant to any Designated Areas reasonably free of debris and rubbish and in good repair and condition at Client's own expense. Client shall provide and maintain, in compliance with any applicable codes and statues, such outdoor lights and lighting as may be necessary to illuminate the Designated Area and Equipment. Client shall be responsible for the protection of the Equipment on the Property.

5.8 **Accessibility**

5.8.1 Provider, its employees, agents, contractors, and vendors may enter upon the Premises at any time for purposes of inspecting, servicing, and maintaining the Equipment, or for performing its other responsibilities under this Agreement.

5.8.2 Client agrees to coordinate any Premises maintenance with Provider to ensure the Equipment remains available to customers as much as reasonably feasible.

5.8.3 Client shall be responsible for any necessary towing and related expenses, if any, at its own expense, to ensure public access to Provider's Equipment.

6. Maintenance and Service

- 6.1 Client shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Premises.
- 6.2 Provider will service and operate the Equipment.
- 6.3 Client shall have no responsibility to maintain the Equipment, hardware, software, or signage. Client shall not retain any ownership right to the Equipment.
- 6.4 Provider will maintain, replace, or modify the Equipment as necessary to keep Equipment in proper working order.
- 6.5 Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.
- 6.6 If Client knows of, or becomes aware of, any actual or potential claim against Provider by any person or entity, or any actual or potential malfunction with the Equipment, Client shall notify the Provider promptly upon discovery of such claim or malfunction.
- 6.7 If the Equipment requires maintenance or replacement due to Client's negligent actions or failure to act, Client shall be responsible to carry the costs associated with such services.

7. Payments and Fees

- 7.1 **Collection of Revenue:** Provider will record the Equipment usage and collect all revenue generated by the Equipment.
- 7.2 **Allocation of Revenue:** The Equipment will be connected to Client's electric meter, and Provider shall reimburse Client for the electricity used by the Equipment (the "**Electricity Reimbursement**"), in accordance with the usage indicated by the Equipment's internal meter. The meter indicates the exact amount of Kilowatt hours (kWh) that the Equipment utilizes in charging EVs during every calendar month ("**Monthly kWh**"). Provider will then reimburse the Client for the Monthly kWh at the rate, per kWh, which the utility company charges the Client in its monthly electricity bill. The Electricity Reimbursement shall be issued by Provider to Client on or before the fifteenth (15th) day of each month subsequent to the applicable monthly period of usage.
 - 7.2.1: Provider shall tabulate all costs of installation and shall provide that tabulation to Client within thirty (30) days of the end of the installation. Once Provider has recaptured its initial installation investment through charges for charging service less the cost of electricity, Client shall be entitled to a share of the proceeds generated by the Equipment and its usage, which "share" Client and

Provider have agreed to negotiate in good faith at the time Provider has recaptured its investment. Provider shall update Client not less than quarterly as to the progress on recapturing its investment, and shall exhibit to Provider documents evidencing the amount of recapture upon request by Client.

- 7.3 **Session Limits:** Provider shall be solely responsible for managing issues related to customer session time limits, advertising fees, or other charges related to use of the Equipment by any party.

8. **Press Releases and Public Filings**

- 8.1 During the Term of this Agreement, Provider may promote the availability of the Equipment through any media format, including providing the address to the Premises and a description of the same.
- 8.2 Neither Party will use the other Party's name, trademark, or logo without the other Party's prior written consent.
- 8.3 Provider may disclose information relating to this Agreement, in any format necessary, to comply with any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law.
- 8.4 Client may not disclose any information relating to this Agreement without obtaining Provider's prior written approval, except as required by court order or by applicable law, including the Georgia Open Records Act.

9. **Exclusive Right and Option**

- 9.1 **Electric Charging Exclusivity:** On installation of the Equipment on the Premises, Client grants Provider an exclusive right to install, maintain, service, or operate the Equipment on the Premises during the Term.
- 9.2 **Additional Locations:** During the Term, in the event that additional Designated Areas for EV charging equipment are needed on the Premises, Provider shall have the exclusive option to provide, operate, and service the Equipment at said location ("Additional Equipment"). The Additional Equipment shall be listed and added to schedule 1, any new Designated Area(s) shall be depicted on schedule 3, and Client and Provider's Required Preparations shall be listed and added to schedule 4. All terms and conditions of this Agreement shall apply to the Additional Equipment, including Section 5.4 regarding the installation of the same.
- 9.3 Provider shall determine the appropriate amount of Equipment for the Designated Area under this Agreement.

10. **Indemnification**

- 10.1 Client shall indemnify Provider and hold it harmless from and against any and all claims, actions, damages, liabilities, and expenses incurred in connection with the loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Client, agents, employees or servants, including costs and reasonable attorneys' fees. This provision is enforceable to the extent permitted under Georgia law.
- 10.2 Provider shall indemnify Client and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with the loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Provider, agents, employees or servants, including costs and reasonable attorney's fees.

11. **Limitation of Liability**

- 11.1 Provider's aggregate liability under this Agreement shall not exceed the maximum compensation paid by the applicable insurance under the existing insurance policy required under this Agreement.
- 11.2 In no event will Provider be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital or for special, indirect, consequential, incidental or punitive damages, however caused. This provision shall apply regardless of the theory of liability or whether a claim arises out of the use of the Equipment, this Agreement, or otherwise based on any expressed, implied or claims warranties not specifically set forth in this Agreement.

- 12. **Confidential Information:** The parties acknowledge that this Agreement is public information within the meaning of the Georgia Open Records Act and may be disclosed to the public. Nothing in this agreement waives an otherwise applicable exception to disclosure.

13. **Injunctive Relief**

- 13.1 Each party shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity.
- 13.2 No Party shall be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security in order to secure injunctive relief.

14. **Privacy:** If either Party makes available personal information to the other Party in connection with this Agreement, all Privacy Laws shall be applicable, and each Party shall take all reasonable steps to ensure the personal information is kept safe and secure.

15. **Force Majeure**

15.1 If either Party is delayed or prevented from performing any act required under this Agreement by reason of any inability to procure materials or energy, failure of power, weather, governmental law or regulation, riot, insurrection, strike, lockout, labor trouble, picketing, sit-ins, war, explosion, fire, flood, embargo, civil or military authority, pandemic, epidemic, or other unavoidable reason of a like nature not attributable to said Party's negligence or fault, the performance of such work or action will be excused for the period of unavoidable delay and the period of performance of any work or action will be extended for an equivalent period.

15.2 Upon total destruction of the Premises, either Provider or Client shall terminate the Agreement by furnishing written Notice pursuant to Section 5 of this Agreement within thirty (30) days of such destruction.

16. **Dispute Resolution**

16.1 This clause shall apply to any dispute or controversy which arises between Provider and Client in connection with this Agreement ("**Dispute**").

16.2 If any Dispute arises between the parties relating to or arising from this Agreement, the parties agree to participate in a mediation in accordance with mutually agreed upon rules and procedures.

16.3 In the event such Dispute is not resolved by mediation, the parties may resolve their dispute through any other legal means available to them.


16.4 Notwithstanding the foregoing, this section shall not limit or restrict the parties with respect to matters for which an injunction, restraining order, writ of mandamus, specific performance, or other equitable relief may be sought by a Party hereunder.

16.5 Each Party shall bear its own fees (including reasonable attorneys' and consultants' fees), costs, and expenses associated with any mediation or arbitration.

16.6 **Governing Law and Jurisdiction:** Mediation and arbitration shall be conducted in Dawsonville, Georgia. This Agreement shall be governed by the laws of the State of Georgia, without regard to conflict of laws. Any court action involving any Dispute arising under this Agreement may only be brought in the Superior

Court of Dawson County, Georgia or the United States District Court for the Northern District of Georgia, Gainesville Division.

- 17. **No Third-Party Beneficiaries:** This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- 18. **Integration/Amendments:** This Agreement contains all agreements, promises, and understandings between the parties, and there are no verbal or oral agreements, promises, or understandings between the parties. Any amendment, modification, or other change to this Agreement shall be ineffective unless made in writing and signed by the parties.
- 19. **Incorporation of Schedules:** Each schedule referenced in this Agreement is incorporated by reference for all purposes as if fully set forth herein.
- 20. **Notice:** All notices or demands shall be made in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified herein:

Provider initials: 

Client initials: _____

Copies of such correspondence shall be delivered via email as a courtesy if an email address is provided, but email or fax notification does not suffice as an effective notice for purposes of this Agreement. Provider and Client may change their respective addresses for notices by giving notice of such new addresses in accordance with the provisions of this paragraph.

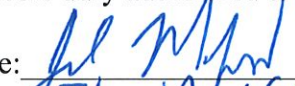
21. **Insurance**

- 21.1 Each Party shall hold and maintain, at all times during the Term of this Agreement, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party's responsibilities under this Agreement, and in accordance with standard industry practice. The foregoing notwithstanding, each party shall maintain coverage in at least the following amounts:
 - a) Commercial General Liability Insurance: \$2,000,000.00 limits for each occurrence, \$2,000,000 in the aggregate.
 - b) The Commercial General Liability Insurance required herein shall include, or there shall be separate coverage for, any and all automobile property damage occasioned by actions of the insured.
- 21.2 Client and Provider will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises or the Equipment.

22. General

- 22.1 Client agrees to comply with all applicable laws, statutes, regulations, or rules, including those of applicable self-regulatory bodies in its performance of this Agreement.
- 22.2 Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one Party shall not be deemed to be the employees of the other Party. Except as otherwise stated in this Agreement, neither Party shall have any right to act on behalf of the other, nor represent that it has such right or authority.
- 22.3 Client may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider.
- 22.4 This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the parties.
- 22.5 A right under this Agreement may only be waived in writing signed by the Party granting the waiver and is effective only to the extent specifically set out in the waiver.
- 22.6 **Voluntary and Informed Execution:** The parties acknowledge and agree that they have fully read, completely understand, and voluntarily enter into and execute this Agreement. The parties further acknowledge that they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.
- 22.7 **Severability:** If any term or provision of this Agreement is invalid, illegal, or unenforceable, the parties agree that such provision shall be adjusted or modified by the court to the extent necessary to cure the invalidity, and that such invalidity, illegality, or unenforceability shall not affect any other term or provision in this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 22.8 **Client Representation:** If Client is not the Property Owner or Leaseholder of the Property, if Client does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Client hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel below titled "Property Owner/ Leaseholder's Acceptance and Agreement".
- 22.9 **Counterparts:** This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

IN WITNESS WHEREOF, the parties hereto have each caused the Agreement to be executed by their officers duly authorized to execute the same as of the day and year first above written.

Signature: 
Name: John Mansfield
Position: CEO
Date: 5/24/2022

Signature: _____
Name: _____
Position: _____
Date: _____

ATTACHMENTS

Schedule 1: Equipment Description

Schedule 2: Properties Located at Client's Address(es)

Schedule 3: Documents/Drawings demonstrating the designated area for installation ("Designated Area")

Schedule 4: Required Preparations (applicable to Client & Provider)

Schedule 5: Installation Date Acknowledgment Certificate

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VARIABLE CHARGING CURRENTS • WALL OR PEDESTAL MOUNTED

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- Time-based, kWh-based, or session-based fee billing
- Easy payment* via RFID, Apple Pay, Google Wallet, and all major credit cards
- 7" Daylight color LCD touch screen with auto-dim when not in use
- Charging status display with transaction details

Design

- Future-proof design with variable charging currents 12A - 80A
- ADA compliant height and sleek pedestal design
- SAE J1772 Charge Connector
- Open Charge Point Protocol (OCPP) 1.5 and 1.6 support

Network

- Cellular and WiFi communication modes
- Over-the-air firmware management and updates
- Smart grid implementation and support for commercial use
- Smartphone app for status updates and notifications
- Geographically separated secondary systems for disaster recovery and management

Energy Management

- Usage and demand energy monitor
- Real-time energy usage data evaluation
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Promotion

- Location promotion via Google Maps, the Blink mobile app and the Blink Map
- Advertise your business and services across Blink digital channels
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PD02-19V1-01

**SCHEDULE 2 OF AGREEMENT TO INSTALL
ELECTRIC VEHICLE CHARGING STATIONS**

The Property in which the project will take place is located within Main St. Park in Dawsonville at the address 415 Highway 53 E, Dawsonville, GA, 30534.

This agreement does not exclude future properties within either party for future projects.

Proposed Installation

- Indigo Energy will incur **all costs** of construction, installation, and maintenance.
- Indigo Energy will **reimburse** the City **every month** for kWh used by stations.
- First two parking spots inside North Gate of Main St. Park.
- Easily accessible and expandable power system.
- Beautiful location with nearby amenities.



Site Overview: Main St. Park



SCHEDULE 4 OF AGREEMENT TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS

City will ensure adequate power supply for charging stations for the project. For this project, the charging station will need 80 amperes at 240 volts, allowing up to 19.2 kW.

City will provide two adjacent parking spaces selected in collaboration between City and Indigo Energy.

Indigo Energy will ensure that charging station is compatible with City provided electrical system.

Installation Date Installment Agreement

Indigo Energy and the city of Dawsonville hereby agree that, on this the __ day of ____, 2022, the charging unit that is the subject of the Contract has been installed and is operational.

Signature: _____
Name: _____
Position: _____
Date: _____

Signature: _____
Name: _____
Position: _____
Date: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: PROPOSED FY 2022-2023 BUDGET

CITY COUNCIL MEETING DATE: 06/06/2022

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 HOLD A **PUBLIC HEARING** FOR THE PROPOSED FY 2022-2023 BUDGET

HISTORY/ FACTS / ISSUES:

- MAY 16, 2022 – PRESENTED THE FY 2022-2023 BUDGET TO THE COUNCIL & PUBLIC
- JUNE 6, 2022 – PUBLIC HEARING FOR THE PROPOSED FY 2022-2023 BUDGET
- JUNE 20, 2022 – CONSIDERATION OF FY 2023 BUDGET ADOPTION BY RESOLUTION

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator

CITY OF DAWSONVILLE

BUDGET FY 2022-23

FUND	ACCOUNT NAME	FUNCTION	DESCRIPTION	REVENUE	EXPENSES
100	GENERAL FUND	1100	COUNCIL		\$102,000.00
		1300	MAYOR		\$22,860.00
		1400	ELECTIONS		\$15,000.00
		1500	ADMINISTRATION		\$1,098,862.00
		1565	CITYHALL BUILDING		\$163,694.00
		3900	ANIMAL CONTROL		\$1,536.00
		4200	ROADS		\$565,363.00
		6200	PARKS		\$65,528.00
		7400	PLANNING & ZONING		\$421,008.00
		7540/7550	ECONOMIC DEVELOPMENT		\$117,000.00
				\$2,572,851.00	\$2,572,851.00
230	ARPA	4200		\$3,700,400.00	\$3,700,400.00
275	HOTEL-MOTEL TAX			\$6,000.00	\$6,000.00
285	DOWNTOWN DEVELOPMENT AUTHORITY			\$29,400.00	\$29,400.00
320/327	SPLOST VI & VII			\$1,643,000.00	\$1,643,000.00
505	ENTERPRISE	4300	SEWER	\$1,132,792.00	\$1,249,892.00
		4400	WATER	\$894,891.00	\$777,791.00
				\$2,027,683.00	\$2,027,683.00
530	CAPITAL OUTLAY	4300	SEWER TAPS	\$10,271,000.00	\$7,587,500.00
		4400	WATER TAPS	\$200,000.00	\$2,883,500.00
				\$10,471,000.00	\$10,471,000.00
540	GARBAGE	4310	SOLID WASTE	\$230,200.00	\$230,200.00
790	CEMETERY	4950	CEMETERY	\$119,000.00	\$119,000.00

FY 2022-23 TOTAL REVENUE	\$20,799,534.00
FY 2022-23 TOTAL EXPENDITURES	\$20,799,534.00

BUDGET FY 2022-23

REVENUE				
GENERAL FUND - 100				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
100-0000-311100	ELECTRIC FRANCHISE FEES	165,000.00	160,000.00	169,401.51
100-0000-311315	MOTOR VEHICLE TITLE AD VALOREM TAX	66,000.00	58,000.00	87,074.83
100-0000-311730	GAS FRANCHISE FEES	13,000.00	13,000.00	13,692.06
100-0000-311750	TV CABLE FRANCHISE FEES	10,000.00	0.00	12,106.41
100-0000-311760	TELEPHONE FRANCHISE FEES	20,000.00	20,000.00	19,373.24
100-0000-311790	GARBAGE FRANCHISE FEES	7,500.00	10,000.00	7,446.00
100-0000-311795	BROADBAND FRANCHISE FEE	775.00	1,200.00	534.99
100-0000-313100	LOCAL OPTION SALES TAX	1,670,000.00	1,250,000.00	1,228,820.49
100-0000-314200	ALCOHOL EXCISE TAX	115,000.00	115,000.00	93,737.29
100-0000-314500	EXCISE TAX ON ENERGY	50.00	50.00	44.59
100-0000-316100	OCCUPATION TAX	34,000.00	34,000.00	32,045.73
100-0000-316200	INSURANCE PREMIUM TAX	223,000.00	210,000.00	223,455.10
100-0000-316300	FINANCIAL INSTITUTION TAX	0.00	7,500.00	5,540.46
100-0000-321100	ALCOHOL LICENSE	28,000.00	27,000.00	27,840.00
100-0000-321150	CATERING EVENT PERMIT	0.00	200.00	0.00
100-0000-322210	ZONING & LAND USE FEES	15,000.00	9,000.00	14,263.48
100-0000-322215	ANNEXATION FEE	500.00	0.00	0.00
100-0000-322230	SIGN PERMIT	1,300.00	1,500.00	930.00
100-0000-322240	VARIANCE APPLICATION FEE	2,000.00	1,800.00	2,400.00
100-0000-322250	DEMOLITION PERMIT	300.00	100.00	300.00
100-0000-322990	PARADE/PUBLIC ASSEMBLY FEE	300.00	800.00	350.00
100-0000-322995	PARADE/PUBLIC ASSEMBLY CLEANUP	0.00	0.00	0.00
100-0000-323100	BUILDING PERMIT	60,000.00	60,000.00	60,098.88
100-0000-323111	CERTIFICATE OF OCCUPANCY FEE	4,200.00	4,200.00	4,080.00
100-0000-323130	PLUMBING PERMIT FEES	0.00	4,400.00	3,010.00
100-0000-323140	ELECTRIC PERMIT FEES	0.00	4,700.00	3,320.00
100-0000-323160	HVAC PERMIT FEES	0.00	4,000.00	3,080.00
100-0000-323900	OTHER - GRADING FEES	3,000.00	5,000.00	3,507.20
100-0000-323901	OTHER - PLAN REVIEW FEES	18,000.00	12,000.00	23,341.64
100-0000-334150	SAFETY GRANT	6,000.00	3,000.00	6,000.00
100-0000-334200	HEALTH GRANT	0.00	0.00	0.00
100-0000-334250	CARES ACT GRANT	0.00	0.00	0.00
100-0000-334310	STATE GRANT CAPITAL-LMIG DIRECT	0.00	32,000.00	36,206.91
100-0000-341400	MISC REVENUE	3,000.00	3,000.00	9,893.27
100-0000-341450	ROOM RENTAL REVENUE	5,000.00	0.00	4,100.00
100-0000-343001	ENGINEERING FEE	0.00	10,000.00	0.00
100-0000-346100	ANIMAL CONTROL AND SHELTER FEES	0.00	2,625.00	0.00
100-0000-349300	BAD CHECK FEE	0.00	0.00	0.00
		0.00	0.00	0.00
100-0000-351170	MUNICIPAL COURT FEES	3,000.00	500.00	3,915.20
100-0000-361000	INTEREST INCOME	1,300.00	2,200.00	2,270.21
100-0000-381000	RENTAL INCOME - DMC	60,000.00	42,000.00	67,046.07
100-1400-341910	ELECTION QUALIFYING FEE	0.00	0.00	968.00
100-1500-311340	INTANGIBLES TAX	40,000.00	55,000.00	37,621.62
100-1500-311601	REAL ESTATE TRANSFER TAX	15,000.00	15,000.00	11,083.16
100-0000-740000	TRANSFER IN FROM RESERVES	-17,374.00	22,357.00	0.00
GENERAL FUND Revenue Totals:		2,572,851.00	2,201,132.00	2,218,898.34

EXPENDITURES				
GENERAL FUND - 100				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
	DEPARTMENT: COUNCIL			
100-1100-511000	COUNCIL: SALARIES	35,000.00	34,000.00	26,000.00
100-1100-512100	COUNCIL: GROUP INSURANCE	56,600.00	56,075.00	58,420.37
100-1100-512200	COUNCIL: TAXES: SUTA, FICA, FUTA	3,000.00	2,600.00	1,728.89
100-1100-523200	COUNCIL: COMMUNICATIONS - CELL PHONE	2,900.00	4,080.00	3,547.77
100-1100-523500	COUNCIL: TRAVEL	1,000.00	1,000.00	864.73
100-1100-523700	COUNCIL: EDUCATION & TRAINING	3,000.00	2,035.00	4,703.30
100-1100-531100	COUNCIL: SUPPLIES	500.00	0.00	133.45
	DEPARTMENT: MAYOR			
100-1300-511000	MAYOR: SALARIES	17,000.00	17,000.00	12,800.00
100-1300-512100	MAYOR: GROUP INSURANCE	60.00	60.00	33.00
100-1300-512200	MAYOR: TAXES: SUTA, FICA, FUTA	1,400.00	1,300.00	979.19
100-1300-523200	MAYOR: COMMUNICATIONS - CELL PHONE	1,000.00	1,020.00	1,693.11
100-1300-523500	MAYOR: TRAVEL	1,200.00	1,200.00	253.93
100-1300-523700	MAYOR: EDUCATION & TRAINING	2,000.00	2,035.00	1,035.00
100-1300-531100	MAYOR: SUPPLIES	200.00	0.00	59.00
	DEPARTMENT: ELECTIONS			
100-1400-521203	ELECTIONS: PROFESSIONAL OTHER	15,000.00	8,000.00	12,587.22
100-1400-523300	ELECTIONS: ADVERTISING	0.00	0.00	0.00
100-1400-523400	ELECTIONS: PRINTING AND BINDING	0.00	0.00	0.00

100-1400-531100	ELECTIONS: SUPPLIES	0.00	0.00	0.00
	DEPARTMENT: ADMINISTRATION			
100-1500-511000	ADMINISTRATION: SALARIES	383,016.00	360,597.00	311,137.69
100-1500-512100	ADMINISTRATION: GROUP INSURANCE	154,000.00	153,948.00	132,871.32
100-1500-512200	ADMINISTRATION: TAXES: SUTA, FICA, FUTA	32,000.00	31,251.00	25,344.21
100-1500-512400	RETIREMENT CONTRIBUTIONS	25,000.00	19,800.00	22,256.33
100-1500-512700	WORKERS COMP	4,300.00	4,313.00	1,058.00
100-1500-521200	PROFESSIONAL LEGAL	70,000.00	102,886.00	40,783.69
100-1500-521201	PROFESSIONAL ACCOUNTING	19,000.00	19,000.00	8,338.68
100-1500-521203	PROFESSIONAL OTHER	57,000.00	15,035.00	43,580.15
100-1500-521300	TECHNICAL SERVICES (IT)	19,245.00	19,245.00	9,759.95
100-1500-521315	TECHNICAL SERVICES-PAYROLL ACH	3,600.00	3,200.00	2,737.02
100-1500-522200	REPAIRS & MAINTENANCE	4,078.00	4,078.00	2,423.91
100-1500-522320	RENTAL EQUIPMENT	3,010.00	3,010.00	1,746.26
100-1500-523000	OTHER PURCHASED SERVICES	32,000.00	32,000.00	18,100.00
100-1500-523100	INSURANCE OTHER THAN EMPL	15,000.00	23,100.00	26,441.50
100-1500-523200	COMMUNICATIONS	13,000.00	11,173.00	11,516.45
100-1500-523300	ADVERTISING	2,500.00	1,721.00	1,794.15
100-1500-523400	PRINTING AND BINDING	1,116.00	1,116.00	60.00
100-1500-523500	TRAVEL	4,000.00	4,000.00	2,317.51
100-1500-523600	DUES & FEES	12,112.00	12,112.00	8,397.35
100-1500-523700	EDUCATION & TRAINING	4,435.00	4,435.00	1,948.00
100-1500-523910	UNIFORMS	1,400.00	300.00	0.00
100-1500-531100	SUPPLIES	45,000.00	25,851.00	23,069.34
100-1500-531270	ENERGY GASOLINE/DIESEL	1,550.00	1,512.00	1,288.40
100-1500-531300	FOOD	2,500.00	2,500.00	1,677.33
100-1500-531600	SMALL EQUIPMENT	5,000.00	5,015.00	0.00
100-1500-541000	CAPITAL OUTLAY	35,000.00	0.00	99,108.42
100-1500-581000	CONTINGENCY	0.00	0.00	0.00
100-1500-999999	PMTS TO OTHER - DAWSON	150,000.00	93,618.00	65,871.75
	DEPARTMENT: CITY HALL BLDG			
100-1565-521300	TECHNICAL SERVICES	5,387.00	5,387.00	4,312.45
100-1565-522200	REPAIRS & MAINTENANCE	43,000.00	43,000.00	29,992.44
100-1565-522201	R & M - GRHOF	5,000.00	2,000.00	0.00
100-1565-522202	R & M - DISTILLERY	5,000.00	2,000.00	0.00
100-1565-531100	SUPPLIES	25,000.00	25,007.00	9,056.69
100-1565-531220	ENERGY NATURAL GAS	9,000.00	9,052.00	7,942.45
100-1565-531230	ENERGY ELECTRICITY	51,307.00	51,307.00	42,544.10
100-1565-540000	CAPITAL OUTLAY	20,000.00	0.00	0.00
	DEPARTMENT: ANIMAL CONTROL			
100-3900-523600	DUES & FEES	500.00	500.00	100.00
100-3900-531100	SUPPLIES	1,036.00	1,036.00	13.20
	DEPARTMENT: ROADS			
100-4200-511000	SALARIES	259,177.00	244,158.00	208,644.42
100-4200-512100	GROUP INSURANCE	75,000.00	75,000.00	74,977.78
100-4200-512200	TAXES: SUTA, FICA, FUTA	21,000.00	21,000.00	16,114.66
100-4200-512400	RETIREMENT CONTRIBUTIONS	5,000.00	3,400.00	6,470.81
100-4200-512700	WORKERS COMP	27,000.00	27,000.00	12,259.17
100-4200-521200	PROFESSIONAL LEGAL	6,000.00	6,000.00	0.00
100-4200-521202	PROFESSIONAL ENGINEERING	4,500.00	4,500.00	9,126.84
100-4200-521300	TECHNICAL SERVICES	7,000.00	7,000.00	7,347.07
100-4200-522110	GARBAGE SERVICES	2,000.00	1,200.00	1,966.84
100-4200-522140	STREET SWEEPING/GROUNDSUP	14,300.00	14,300.00	7,200.00
100-4200-522200	REPAIRS & MAINTENANCE	50,000.00	35,481.00	52,770.49
100-4200-523200	COMMUNICATIONS	5,240.00	5,240.00	3,759.92
100-4200-523400	PRINTING AND BINDING	100.00	100.00	0.00
100-4200-523500	TRAVEL	2,000.00	2,000.00	1,158.00
100-4200-523600	DUES & FEES	1,513.00	1,513.00	1,908.49
100-4200-523700	EDUCATION & TRAINING	1,500.00	1,500.00	1,149.02
100-4200-523910	UNIFORM SERVICE	3,000.00	2,843.00	1,351.24
100-4200-531100	SUPPLIES	22,000.00	20,956.00	29,998.32
100-4200-531230	ENERGY ELECTRICITY	47,033.00	47,033.00	38,053.60
100-4200-531240	ENERGY BOTTLED GAS	1,000.00	2,000.00	358.81
100-4200-531270	ENERGY GASOLINE/DIESEL	10,000.00	7,357.00	9,445.22
100-4200-531300	FOOD	0.00	0.00	539.08
100-4200-541400	INFRASTRUCTURE-GDOT LMIG	1,000.00	0.00	18,505.20
	DEPARTMENT: PARKS			
100-6200-522200	REPAIRS & MAINTENANCE	20,000.00	20,000.00	56,599.22
100-6200-531100	SUPPLIES	25,000.00	16,037.00	41,380.14
100-6200-531230	ENERGY ELECTRICITY	20,528.00	20,528.00	14,502.96
100-6200-542100	CAPITAL OUTLAY - PARKS	0.00	0.00	37,802.62
	DEPARTMENT: PLANNING & ZONING			
100-7400-511000	SALARIES	211,300.00	204,000.00	177,094.03
100-7400-512100	GROUP INSURANCE	60,000.00	39,000.00	62,599.36
100-7400-512200	TAXES: SUTA, FICA, FUTA	16,700.00	17,900.00	13,329.59

100-7400-512400	RETIREMENT CONTRIBUTIONS	7,508.00	3,200.00	7,205.34
100-7400-512700	WORKERS COMP	800.00	376.00	2,403.18
100-7400-521200	PROFESSIONAL LEGAL	43,000.00	45,951.00	15,127.55
100-7400-521202	PROFESSIONAL ENGINEERING	11,000.00	11,000.00	4,172.89
100-7400-521203	PROFESSIONAL OTHER	18,000.00	19,735.00	13,383.40
100-7400-521300	TECHNICAL SERVICES	11,000.00	9,000.00	10,061.91
100-7400-522200	REPAIRS & MAINTENANCE	2,000.00	1,182.00	1,073.67
100-7400-522320	RENTAL EQUIPMENT	4,400.00	4,400.00	3,475.65
100-7400-523200	COMMUNICATIONS	5,000.00	5,120.00	3,126.05
100-7400-523300	ADVERTISING	1,400.00	1,490.00	1,254.00
100-7400-523400	PRINTING AND BINDING	500.00	500.00	0.00
100-7400-523500	TRAVEL	4,000.00	3,000.00	6,206.40
100-7400-523600	DUES & FEES	2,500.00	2,500.00	1,834.67
100-7400-523700	EDUCATION & TRAINING	4,000.00	4,395.00	4,077.00
100-7400-523800	LICENSES	400.00	400.00	0.00
100-7400-523910	UNIFORMS	1,000.00	1,214.00	213.99
100-7400-531100	SUPPLIES	13,500.00	10,689.00	6,703.13
100-7400-321270	ENERGY-GASOLINE / DIESEL	3,000.00	1,648.00	2,089.05
100-7400-541400	CAPITAL - PROPERTY (VEHICLE)	0.00	0.00	0.00
DEPARTMENT: ECONOMIC DEVELOPMENT				
100-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	12,000.00	12,000.00	10,000.00
100-7550-531000	PMTS TO OTHER AGENCY (DDA)	105,000.00	25,000.00	0.00
GENERAL FUND Expenditure Totals:		2,572,851.00	2,234,356.00	2,081,248.48

GENERAL FUND Revenue Totals:	2,572,851.00
GENERAL FUND Expenditure Totals:	2,572,851.00

REVENUE ARPA -230				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
230-0000-332100	AMERICAN RESCUE PLAN	3,700,000.00	0.00	606,087.00
230-0000-361000	INTEREST	400.00	0.00	277.72
ARPA FUND 230 Revenue Totals		3,700,400.00	0.00	606,087.00

EXPENDITURES ARPA - 230				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
230-4200-541000	PUBLIC WORKS/UTILITIES	3,700,400.00	0.00	32,294.43
ARPA FUND 230 Expenditure Totals		3,700,400.00	0.00	32,294.43

ARPA FUND 230 Revenue Totals	3,700,400.00
ARPA FUND 230 Expenditure Totals	3,700,400.00

REVENUE HOTEL/MOTEL FUND - 275				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
275-0000-314100	HOTEL/MOTEL TAX	6,000.00	5,502.00	7,386.26
HOTEL/MOTEL FUND 275 Revenue Totals		6,000.00	5,502.00	7,386.26

EXPENDITURES HOTEL/MOTEL FUND - 275				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
275-7540-572000	PMTS TO OTHER AGENCY (Chamber of Commerce)	6,000.00	7,280.00	6,807.99
HOTEL/MOTEL FUND 275 Expenditure Totals		6,000.00	7,280.00	6,807.99

HOTEL/MOTEL FUND 275 Revenue Totals	6,000.00
HOTEL/MOTEL FUND 275 Expenditure Totals	6,000.00

REVENUE				
DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
285-7550-000000	DOWNTOWN DEVELOPMENT AUTHORITY (DDA)	4,400.00	4,400.00	0.00
285-7500-740000	TRANSFER IN FROM RESERVES	25,000.00	25,000.00	0.00
DDA FUND 285 Revenue Totals		29,400.00	29,400.00	0.00

EXPENDITURES				
DOWNTOWN DEVELOPMENT AUTHORITY FUND (DDA) - 285				
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
285-7500-521200	PROFESSIONAL LEGAL	2,000.00	2,000.00	0.00
285-7500-521201	PROFESSIONAL ACCOUNTING	1,200.00	1,200.00	0.00
285-7500-521203	PROFESSIONAL OTHER	0.00	0.00	0.00
285-7500-523300	ADVERTISING	0.00	0.00	0.00
285-7500-523700	EDUCATION & TRAINING	1,200.00	1,200.00	0.00
285-7500-531000	FIREWORKS PURCHASE	0.00	0.00	0.00
285-7500-531100	SUPPLIES	0.00	0.00	0.00
285-7500-540000	GRANT DISBURSEMENTS	25,000.00	25,000.00	0.00
285-7550-531000	OTHER EXPENDITURES FROM RESERVES	0.00	0.00	0.00
DDA FUND 285 Expenditure Totals		29,400.00	29,400.00	0.00

DDA FUND 285 Revenue Totals	29,400.00
DDA FUND 285 Expenditure Totals	29,400.00

REVENUE		SPLOST VI FUND - 320		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
320-0000-313200	SPECIAL PURPOSE LOCAL OPTION SALES TAX	0.00	0.00	0.00
320-0000-361000	INTEREST INCOME	100.00	300.00	362.69
320-0000-361000	TRANSFER IN FROM RESERVES	42,900.00	555,700.00	0.00
SPLOST VI FUND 320 Revenue Totals		43,000.00	556,000.00	362.69

EXPENDITURES		SPLOST VI FUND - 320		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
320-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	0.00	11,902.00	0.00
320-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	0.00	504,386.00	515,385.63
320-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	34,000.00	0.00	6,325.00
320-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	0.00	0.00	0.00
320-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00
320-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	0.00	0.00	0.00
320-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	0.00	0.00	0.00
320-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	9,000.00	62,000.00	7,500.00
320-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	0.00	0.00	0.00
SPLOST VI FUND 320 Expenditure Totals		43,000.00	578,288.00	529,210.63

SPLOST VI FUND 320 Revenue Totals	43,000.00
SPLOST VI FUND 320 Expenditure Totals	43,000.00

REVENUE		SPLOST VII FUND - 327		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
327-0000-340000	SPECIAL PURPOSE LOCAL OPTION SALES TAX	1,599,900.00	0.00	0.00
327-0000-361000	INTEREST INCOME	100.00	0.00	100.00
327-0000-361000	TRANSFER IN FROM RESERVES	0.00	0.00	0.00
SPLOST VII FUND 327 Revenue Totals		1,600,000.00	0.00	100.00

EXPENDITURES		SPLOST VII FUND - 327		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
327-1000-541300	CAPITAL OUTLAY - CITY HALL ACQUISITION	0.00	0.00	64.59
327-4200-541400	CAPITAL OUTLAY - ROADS AND SIDEWALKS	0.00	0.00	0.00
327-4200-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-R	0.00	0.00	0.00
327-4300-541400	CAPITAL OUTLAY - SEWER PROJECTS	733,000.00	0.00	0.00
327-4300-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-S	0.00	0.00	0.00
327-4400-541400	CAPITAL OUTLAY - WATER PROJECTS	733,000.00	0.00	0.00
327-4400-542000	CAPITAL OUTLAY - PUBLIC WORKS EQUIPMNT-V	34,000.00	0.00	0.00
327-6000-541000	CAPITAL OUTLAY - FARMERS MARKET	0.00	0.00	0.00
327-6200-541200	CAPITAL OUTLAY - PARKS AND RECREATION	100,000.00	0.00	0.00
SPLOST VII FUND 327 Expenditure Totals		1,600,000.00	0.00	64.59

SPLOST VII FUND 327 Revenue Totals	1,600,000.00
SPLOST VII FUND 327 Expenditure Totals	1,600,000.00

REVENUE	ENTERPRISE FUND - 505			
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
505-0000-341400	MISC REV/COPIES/PRINTING	100,000.00	3,000.00	115,714.23
505-0000-344210	WATER CHARGES	800,000.00	710,000.00	727,150.80
505-0000-344255	SEWERAGE CHARGES	900,000.00	810,000.00	857,570.59
505-0000-349000	ADMINISTRATIVE FEE	5,000.00	6,000.00	4,170.00
505-0000-349001	PENALTIES WATER & SEWER	18,000.00	17,000.00	16,865.54
505-0000-349002	RECONNECT FEE	2,000.00	6,000.00	1,450.00
505-0000-349300	BAD CHECK FEE	1,500.00	700.00	1,610.00
505-0000-351400	FINES	0.00	500.00	0.00
505-0000-361000	INTEREST INCOME	2,400.00	3,400.00	1,981.01
505-0000-381001	RENTAL INCOME HOUSE	9,000.00	9,000.00	7,500.00
505-0000-383000	REIMBURSEMENT FOR DAMAGED PROPERTY	0.00	0.00	0.00
505-0000-611000	OTHER FINANCING USES (RESERVES)	189,783.00	321,225.00	0.00
ENTERPRISE FUND Revenue Totals:		2,027,683.00	1,886,825.00	1,734,012.17

EXPENDITURES	ENTERPRISE FUND - 505			
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
DEPARTMENT: SEWER				
505-4300-511000	SALARIES	177,836.00	173,701.00	142,748.25
505-4300-512100	GROUP INSURANCE	67,000.00	62,000.00	60,288.15
505-4300-512200	TAXES: SUTA, FICA, FUTA	15,500.00	13,889.00	10,715.38
505-4300-512400	RETIREMENT CONTRIBUTIONS	12,000.00	11,000.00	14,847.20
505-4300-512700	WORKERS COMP	10,000.00	9,667.00	3,912.00
505-4300-521200	PROFESSIONAL LEGAL	3,000.00	3,496.00	1,114.39
505-4300-521201	PROFESSIONAL ACCOUNTING	16,000.00	12,000.00	13,338.66
505-4300-521202	PROFESSIONAL ENGINEERING	100,000.00	51,789.00	106,548.76
505-4300-521203	PROFESSIONAL OTHER	10,000.00	15,156.00	1,248.00
505-4300-521300	TECHNICAL SERVICES	15,000.00	14,160.00	12,777.79
505-4300-521315	TECHNICAL SERVICES: ENVIR MGMT	50,000.00	46,393.00	47,243.83
505-4300-522110	GARBAGE SERVICES	7,500.00	7,500.00	6,250.80
505-4300-522200	REPAIRS & MAINTENANCE	56,000.00	55,837.00	49,247.16
505-4300-523100	INSURANCE OTHER THAN EMPL	0.00	12,500.00	13,220.75
505-4300-523200	COMMUNICATIONS	7,000.00	6,349.00	7,197.67
505-4300-523215	POSTAGE / MAIL BILLS	2,900.00	2,873.00	2,398.98
505-4300-523300	ADVERTISING	350.00	367.00	212.92
505-4300-523400	PRINTING AND BINDING	1,700.00	1,681.00	977.50
505-4300-523500	TRAVEL	1,000.00	1,000.00	364.00
505-4300-523600	DUES & FEES	4,000.00	4,000.00	4,560.44
505-4300-523700	EDUCATION & TRAINING	2,000.00	2,000.00	222.50
505-4300-523800	LICENSES	100.00	100.00	0.00
505-4300-523910	UNIFORMS	2,500.00	1,500.00	800.18
505-4300-531100	SUPPLIES	35,000.00	30,772.00	43,226.59
505-4300-531230	ENERGY ELECTRICITY	135,000.00	134,674.00	98,100.07
505-4300-531240	ENERGY BOTTLED GAS	1,300.00	1,300.00	358.81
505-4300-531270	ENERGY GASOLINE/DIESEL	7,000.00	5,115.00	4,610.24
505-4300-531300	FOOD	1,000.00	1,000.00	539.09
505-4300-561000	DEPRECIATION	428,000.00	428,000.00	336,106.90
505-4300-572000	PMTS TO DAWSON	31,206.00	31,206.00	21,957.23
505-4300-582104	INTEREST BOND 2014	50,000.00	50,000.00	38,534.40
DEPARTMENT: WATER				
505-4400-511000	SALARIES	177,836.00	173,701.00	142,748.25
505-4400-512100	GROUP INSURANCE	67,000.00	62,000.00	60,288.16
505-4400-512200	TAXES: SUTA, FICA, FUTA	15,500.00	13,889.00	10,715.40
505-4400-512400	RETIREMENT CONTRIBUTIONS	12,000.00	11,000.00	14,846.99
505-4400-512700	WORKERS COMP	10,200.00	10,167.00	4,411.76
505-4400-521200	PROFESSIONAL LEGAL	3,000.00	5,596.00	5,262.09
505-4400-521201	PROFESSIONAL ACCOUNTING	16,000.00	12,000.00	18,338.66
505-4400-521202	PROFESSIONAL ENGINEERING	35,000.00	11,427.00	29,241.68
505-4400-521203	PROFESSIONAL OTHER	10,000.00	10,600.00	7,432.50
505-4400-521300	TECHNICAL SERVICES	12,000.00	15,206.00	10,123.48
505-4400-522110	GARBAGE SERVICES	1,700.00	1,000.00	1,966.80
505-4400-522200	REPAIRS & MAINTENANCE	32,000.00	28,552.00	23,653.91
505-4400-522320	RENTAL EQUIPMENT	1,000.00	1,752.00	1,104.12
505-4400-523100	INSURANCE OTHER THAN EMPLOYEE (GIRMA)	0.00	13,000.00	13,220.75
505-4400-523200	COMMUNICATIONS	9,000.00	8,358.00	7,435.29
505-4400-523215	POSTAGE / MAIL BILLS	2,900.00	2,873.00	2,398.98
505-4400-523300	ADVERTISING	350.00	667.00	262.92
505-4400-523400	PRINTING AND BINDING	1,700.00	1,581.00	977.50
505-4400-523500	TRAVEL	1,000.00	1,000.00	140.00
505-4400-523600	DUES & FEES	12,000.00	12,000.00	9,372.40
505-4400-523700	EDUCATION & TRAINING	4,000.00	4,000.00	4,652.50
505-4400-523800	LICENSES	500.00	500.00	0.00

505-4400-523910	UNIFORMS	2,500.00	1,500.00	800.19
505-4400-531100	SUPPLIES	60,000.00	46,023.00	61,514.64
505-4400-531115	SUPPLIES: CHEMICALS	45,000.00	39,994.00	32,573.83
505-4400-531230	ENERGY ELECTRICITY	22,000.00	19,642.00	18,860.31
505-4400-531240	ENERGY BOTTLED GAS	950.00	950.00	358.81
505-4400-531270	ENERGY GASOLINE/DIESEL	7,000.00	5,115.00	4,610.22
505-4400-531300	FOOD	1,000.00	1,000.00	539.09
505-4400-531510	WATER PURCHASED FROM EWSA	0.00	0.00	0.00
505-4400-561000	DEPRECIATION	146,000.00	146,000.00	138,593.26
505-4400-572000	PMTS TO DAWSON	31,205.00	31,205.00	21,957.24
505-4400-582104	INTEREST BOND 2014	37,450.00	37,450.00	29,209.84
GRAND TOTAL of EXPENDITURES:		2,027,683.00	1,920,773.00	1,721,280.21

ENTERPRISE FUND Revenue Totals:	2,027,683.00
GRAND TOTAL of EXPENDITURES:	2,027,683.00

SEWER	1,249,892.00
WATER	777,791.00

REVENUE		ENTERPRISE PROJECTS FUND - 530		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
530-0000-344257	SEWER TAPS	200,000.00	260,000.00	61,000.00
530-0000-344212	WATER TAPS	200,000.00	225,000.00	43,250.00
530-0000-610000	TRANSFER IN (RESERVES)	10,071,000.00	0.00	0.00
ENTERPRISE PROJECTS FUND 530 Revenue Totals		10,471,000.00	485,000.00	104,250.00

EXPENDITURES		ENTERPRISE PROJECTS FUND - 530		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
530-4300-541400	CAPITAL OUTLAY - SEWER	7,587,500.00	150,000.00	18,734.12
530-4400-541400	CAPITAL OUTLAY - WATER	2,883,500.00	335,000.00	150,424.12
ENTERPRISE PROJECTS FUND 530 Expenditure Totals		10,471,000.00	485,000.00	169,158.24

ENTERPRISE PROJECTS FUND 530 Revenue Totals	10,471,000.00
ENTERPRISE PROJECTS FUND 530 Expenditure Totals	10,471,000.00

REVENUE		GARBAGE FUND - 540		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
540-0000-344110	REFUSE COLLECTION CHARGES	225,000.00	203,500.00	219,794.84
540-0000-611000	TRANSFER IN (RESERVES)	5,200.00	4,700.00	0.00
GARBAGE FUND 540 Revenue Totals		230,200.00	208,200.00	219,794.84

EXPENDITURES		GARBAGE FUND - 540		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
540-4310-511000	SALARIES	0.00	0.00	0.00
540-4310-512100	GROUP INSURANCE	0.00	0.00	0.00
540-4310-512200	TAXES: SUTA, FICA, FUTA	0.00	0.00	0.00
540-4310-522110	GARBAGE SERVICES	195,000.00	175,000.00	193,691.60
540-4310-523300	ADVERTISING	200.00	200.00	0.00
540-4310-531100	SUPPLIES	35,000.00	33,000.00	0.00
540-4310-574000	BAD DEBT	0.00	0.00	0.00
540-4310-541000	CAPITAL OUTLAY - BUILDING	0.00	0.00	0.00
GARBAGE FUND 540 Expenditure Totals		230,200.00	208,200.00	193,691.60

GARBAGE FUND 540 Revenue Totals	230,200.00
GARBAGE FUND 540 Expenditure Totals	230,200.00

REVENUE		CEMETERY FUND - 790		
Account #	Account Description	2020-21 Recmnd	2021-22 Budget	2021-22 Actual
790-0000-321210	REAL ESTATE FEES	125.00	200.00	175.00
790-0000-349100	CEMETERY LOT SALES	9,000.00	16,450.00	11,250.00
790-0000-361000	INTEREST INCOME	100.00	700.00	93.71
790-0000-611000	TRANSFER IN (RESERVES)	109,775.00	1,080.00	0.00
CEMETERY FUND 790 Revenue Totals		119,000.00	18,430.00	11,518.71

EXPENDITURES		CEMETERY FUND - 790		
Account #	Account Description	2022-23 Recmnd	2021-22 Budget	2021-22 Actual
790-4950-522200	REPAIRS & MAINTENANCE	12,000.00	11,860.00	4,300.00
790-4950-523600	DUES & FEES	200.00	200.00	175.00
790-4950-531100	SUPPLIES	6,800.00	6,800.00	9.99
790-4950-542500	CAPITAL OUTLAY - OTHER	100,000.00	0.00	0.00
CEMETERY FUND 790 Expenditure Totals		119,000.00	18,860.00	4,484.99

CEMETERY FUND 790 Revenue Totals	119,000.00
CEMETERY FUND 790 Expenditure Totals	119,000.00



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: ANX C2200143

CITY COUNCIL MEETING DATE: 06/06/2022

PURPOSE FOR REQUEST: **VOTE**

ANX-C2200143: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

HISTORY/ FACTS / ISSUES:

- City Council approved open annexation period on 12.20.2021 through 04.30.2022 for unincorporated island properties.
- Applicant is requesting to annex 3 acres; TMP 068 053.
- Existing County RA zoning to proposed City RA zoning.
- Dawson County BOC heard request on 04.07.2022 with no objection and did not take a vote on the request.
- Planning Commission approved annexation request without conditions on 05.09.2022.

OPTIONS: No action required

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning and Zoning
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 5/11/2022

To: Mayor and Council

Reference: ANX C2200143 Planning and Zoning Department Summary

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

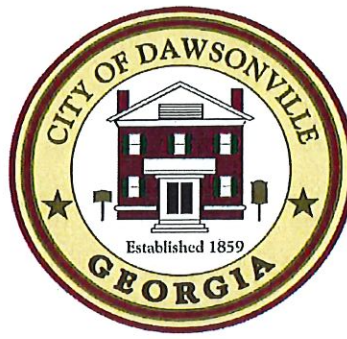
1. Property is in Mark French Post 4 Council district.
2. The subject property adjoins City zoned RA district to the south, City zoned R1 district to the east, County zoned RA district to the west and City zoned R1 district to the north.
3. Applicant is requesting to annex 3 acres.
4. Existing County RA zoning.
5. Proposed City RA zoning.
6. City Council approved open annexation period on 12/20/21 thru 4/30/22 for unincorporated island properties.
7. Dawson County Board of Commissioners heard the request on 4/7/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 4/15/22.
8. Planning Commission approved annexation request without conditions on 5/9/22.

Kindest regards,



David Picklesimer
Planning Director

Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



706.265.3256
www.dawsonville-ga.gov

March 14, 2022

Via Certified Mail 7018 3090 0001 6005 4761

Mr. Billy Thurmond
Board of Commissioners
Dawson County
25 Justice Way, Suite 2313
Dawsonville, GA 30534

Re: Annexation of Property of Stephen Cadwell ANX-C2200143; TMP 068 053; 389 Cleve Wright Road

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following Planning Commission May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Stephen Cadwell. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager
Dawson County Attorney



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

**Annexation Petition
Application**

ANNEXATION # ANX-C2200143

ZONING AMENDMENT APPLICATION AND FEES RECEIVED ? YES NO

Applicant Name(s): Stephen L. Caldwell

Address: 389 Cleve Wright Rd City: Dawsonville State: GA Zip: 30534

E-Mail: _____

Cell Number(s): _____

Property Owner's Name(s): same

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____

Property Owner's Telephone Number(s): _____

Address of Property to be Annexed: 389 Cleve Wright Rd

TMP #: 068 053 Acre(s): 3 Survey Recorded in Plat Book # Page #: 29 289

Land Lot #: 90 District #: 115 Section #: 4-1 Legal Recorded in Deed Book # Page #: 1286 77

Current Use of Property: Residential - Single home

County Zoning Classification: RA City Zoning Classification: RA

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation: Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current RECORDED BOUNDARY SURVEY of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds LEGAL DESCRIPTION that matches the boundary survey of the property being annexed.
- Survey must be signed and sealed by a Registered Land Surveyor.
- Survey must be signed, stamped recorded by Dawson County Clerk's of the Court office.

FEE SCHEDULE

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

Office Use Only	
Date Completed Application Rec'd: <u>03.11.2022</u> <u>SA</u>	Amount Paid: \$ _____ CK _____ Cash _____
Date of Planning Commission Meeting: <u>05.09.2022</u>	Dates Advertised: <u>04.20.2022</u>
Date of City Council Meeting: <u>05.16.2022</u>	Rescheduled for next Meeting: _____
Date of City Council Meeting: <u>06.06.2022</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date: _____

* Fees Waived by C.C. on 12.30.21
RECEIVED
MAR 07 2022
BY: SA



City of Dawsonville
Planning and Zoning Department

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

Annexation Petition
Application

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as
Stephen Caldwell (Address/Tax Map Parcel), respectfully request that the Mayor
and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to
include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to
the best of our knowledge.

[Handwritten signature]
Property Owner Signature

Stephen L. Caldwell
Property Owner Printed Name

Property Owner Signature

Property Owner Printed Name

Applicant Signature

Applicant Printed Name

Applicant Signature

Applicant Printed Name

State of Georgia
County of Dawson

Sworn to and subscribed before me this
this 7th day of March 20 22

[Handwritten signature: Stacy L. Harris]
Notary Public, State of Georgia



My Commission Expires: 10/26/2025

Notary Seal

Planning Commission Meeting Date (if rezone): 05.09.2022
Dates Advertised: 04.20.2022
1st City Council Reading Date: 05.09.2022
2nd City Council Reading Date:
Date Certified Mail to: 3/14/22 County Board of Commissioners & Chairman 3/14/22 County Manager 3/14/22 County Attorney
Letter Received from Dawson County Date:
Approved: YES NO



City of Dawsonville
Planning and Zoning Department

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

Annexation Petition
Application

Application # ANX C2200143 TMP#: 068 053

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 # 068 039 1. Name(s): Wesley H. DOWD
Address: 333 Cleve Wright Rd

TMP # 068 058 008 2. Name(s): Thomas Evan Baker & Olivia Noland
Address: 4320 Martel Drive
Cumming, GA 30040

TMP # 068 055 3. Name(s): James & Helen Bottoms
Address: 320 Lakeside Trace
Canton, GA 30115

TMP # 068 058 003 4. Name(s): TIRT Power & Danny Buice
Address: 2572 Elliott Family PKwy
Dawsonville, GA 30534

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

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

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

THE APPLICANT, OR DESIGNED AGENT, **MUST*** ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE 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.

N/F ELLIOTT

S 92°00'00" E
171.03'

723.26'

3.000 ACRES

183.76'

N 64°30'56" W
189.97'

CLEVE WRIGHT RD.
(21' DITCH - DITCH)

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

Recorded in Book 29 Page 289

This day of 19

CURTIS CHAPPELL CLERK

NOTES:

- (1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LEGAL TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES PRODUCED BY SAME, INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT.
- (2) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREON, - EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Frederick C. Youngman
FREDERICK C. YOUNGMAN

LEGEND

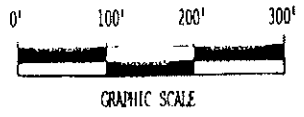
- 1. N.T.S. = NOT TO SCALE
- 2. LL = LAND LOT
- 3. C.T. = CRIMP TOP
- 4. O.T. = OPEN TOP
- 5. R/W = RIGHT OF WAY
- 6. C = CENTER LINE
- 7. P = PROPERTY LINE
- 8. LLL = LAND LOT LINE
- 9. PP = POWER POLE
- 10. N/F = NOW OR FORMERLY
- 11. Δ = IRON PIN FOUND
- 12. ⊙ = IRON PIN SET (1/2" OT)
- 13. R.C.P. = REINF. CONC. PIPE
- 14. C.M.P. = CORRUGATED METAL PIPE
- 15. --- = POWER LINE
- 16. --- = WATER LINE
- 17. -G- = GAS LINE
- 18. -X-X- = FENCE
- 19. ⊠ = R/W MONUMENT

EQUIPMENT USED FOR MEASUREMENT
TOPCON GTS-2

THIS (PROPERTY) (RECORDED) (IS NOT) LOCATED WITHIN THE 100 YEAR FLOOD AREA PER OFFICIAL "FIA FLOOD HAZARD MAPS"

REF. PLAT:

PLAT FOR WALKER
DATED 5/6/87
W. 1/4 183722 335 AC.



THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 335.709 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,858 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

S 82°03' 43" E 2605.17'
FROM THE INTERSECTION OF HWY. 183 & CLEVE WRIGHT ROAD.



PROFESSIONAL LAND SURVEYOR
DAWSONVILLE, GA 30534
(706) 216-8585



DAVID BRYAN GOBER
AND
STELLA M. GOBER

LAND LOT: 90, 115	92026
DISTRICT: 4TH	SECTION:
COUNTY: DAWSON	STATE: GEORGIA
SCALE: 1" = 100'	DATE: 4/11/89

Prepared By & Return To:
Southern Venture Title Company, LLC
19 East Main Street
Suite G,
Dahlonega, GA 30533
706-503-4777
File No. 2018-GA-29

STATE OF GEORGIA

COUNTY OF LUMPKIN

QUITCLAIM DEED

THIS INDENTURE, made between Sharon D. Caldwell of the County of Dawson and State of Georgia, hereinafter called "Grantor," and Stephen L. Caldwell, of the County of Dawson and State of Georgia, hereinafter collectively called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever quitclaim unto the Grantee all their interest in the following described real estate:

All that tract or parcel of land lying and being in Land Lots 90 and 115 of the 4th District, 1st Section of Dawson County, Georgia, being 3.000 acres, more or less, together with all improvements located thereon, and being more particularly set out on a plat of survey prepared for David Bryan Gober and Stella M. Gober by Frederick C. Youngman, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 29, Page 289, Dawson County Records, and is incorporated herein by reference for a more detailed description.

Less and except any portion of the property lying within the right of way of Cleve Wright Road.

This property is conveyed subject to all easements for roads and utilities in use or of record.

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

GRANTOR, BY EXECUTION OF THIS QUITCLAIM DEED, AND GRANTEE,

BY ACCEPTANCE OF AND/OR FILING OF THIS QUITCLAIM DEED, HEREBY
ACKNOWLEDGE THAT THIS DEED WAS PREPARED FROM INFORMATION
FURNISHED BY THE PARTIES INVOLVED, AND PREPARER MAKES NO
REPRESENTATION AS TO THE STATUS OF TITLE OR ACCURACY OF THE
LEGAL DESCRIPTION HEREIN AND THAT NO TITLE INSURANCE IS BEING
PROVIDED.

Sharon D. Caldwell

IN WITNESS WHEREOF, Grantor have signed and sealed this deed, the 2nd day of
March, 2018.

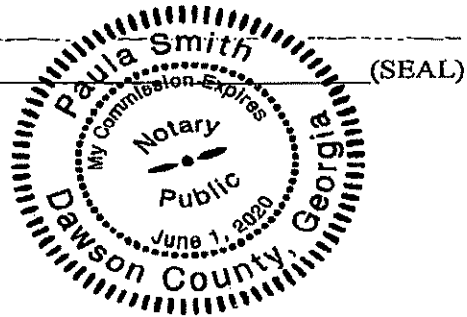
Signed, Sealed and delivered
in the presence of:

Jessie Beason

Witness

Paula Smith

Notary Public
My Commission expires: JUNE 1, 2020



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

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

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. 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 participate.

.....

ANX-C2200143: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

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.



Legend
□ Parcels

Parcel ID: 068 053
Alt ID: 5425
Owner: CALDWELL STEPHEN L
Acres: 3
Assessed Value: \$170570

Date created: 3/9/2022
Last Data Uploaded: 3/8/2022 10:49:02 PM

Developed by  Schneider
GEOSPATIAL



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: RESOLUTION #R2022-05: GEORGIA STATE PATROL POST #37

CITY COUNCIL MEETING DATE: 06/06/2022

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 A RESOLUTION TO PURCHASE SPECIALTY EQUIPMENT FOR GEORGIA STATE PATROL OFFICERS AT POST #37 TOTALLING \$1,364.00

HISTORY/ FACTS / ISSUES:

- **SPECIAL EQUIPMENT HAS BEEN PROVIDED FOR THE LAST THREE CONSECUTIVE YEARS**
- **PURCHASE OF EQUIPMENT TO BE PAID FROM FY2022 GENERAL FUND ANNUAL BUDGET**
- **EQUIPMENT INCLUDES (15) TACTICAL FLASHLIGHTS AND CHARGABLE BATTERIES**

OPTIONS:

APPROVE, AMEND, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

RESOLUTION R2022-05

**A RESOLUTION OF THE CITY OF DAWSONVILLE REGARDING
GEORGIA STATE PATROL POST #37**

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Dawsonville, Georgia, that the City of Dawsonville shall provide fifteen (15) Fenix model TK16V2.0 handheld tactical flashlights and fifteen (15) USB-C chargeable 21700 batteries for a total cost (including shipping and handling) of One Thousand Three Hundred and Sixty Four dollars (\$1,364.00) to the Georgia State Patrol and its officers that service the corporate limits of the City of Dawsonville, in recognition of the substantial benefit that said officers provide to the Citizens of the City of Dawsonville, and in an effort to assist said officers in effectively carrying out their duties in providing for the public health, safety, and welfare of the citizens of the City of Dawsonville.

RESOLVED this 6th day of June 2022.

**MAYOR AND DAWSONVILLE CITY
COUNCIL**

By: _____
Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: FIFTY-FIFTH ANNUAL MOUNTAIN MOONSHINE FESTIVAL

CITY COUNCIL MEETING DATE: 06/06/2022

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 CONSIDER REQUEST OF ROAD CLOSURE FOR THE 55TH ANNUAL MOUNTAIN MOONSHINE FESTIVAL

OCTOBER 21 – 23, 2022

HISTORY/ FACTS / ISSUES:

KARE FOR KIDS REPRESENTATIVE WILL BE PRESENT FOR QUESTIONS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534

(706)265-3256

Payment Due Upon Receipt

INVOICE #

12200846

INVOICE DATE: 02/15/22

DUE DATE: 03/17/22

ACCOUNT ID:

KARE FOR KIDS INC
 TIFFANY BUCHAN
 PO BOX 211
 DAWSONVILLE, GA 30534

LICENSE INFORMATION

LICENSE ID: L2200430

NAME: 54TH MOONSHINE FESTIVAL

LOCATION: 66 HWY 53 WEST

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		PARADE/PUBLIC ASSEMBLY EVENT		
1.0000	M-19	PARADE/PUBLIC ASSEMBLY EVENT	50.000000	50.00
			TOTAL DUE:	\$ 50.00
		Prn Payment: 02/15/22 CK 1940		-50.00
			BALANCE:	\$ 0.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534

INVOICE #: 12200846
 DESCRIPTION: PARADE/PUBLIC ASSEMBLY EVENT
 ACCOUNT ID:
 DUE DATE: 03/17/22
 TOTAL DUE: \$ 0.00

KARE FOR KIDS INC
 TIFFANY BUCHAN
 PO BOX 211
 DAWSONVILLE, GA 30534





City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214
 Email: permit.tech@dawsonville-ga.gov

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 in Public Places

Permit Fee: Nonprofit: \$50.00 For-Profit: \$100.00

A completed application with Permit Fee must be received a minimum of 15 days prior to event.

* Events with alcohol or food Require additional forms & time to process

*ALL Road Closures must be approved by CC (3 hours or over)

1. Name of Event: Annual Mountain Moonshine Festival PARADE RALLY OTHER _____
2. Location of Event: Main Street Park / ARHOF PUBLIC DEMONSTRATION
3. Date(s) of Event: Oct 21-23, 2022 PUBLIC ASSEMBLY
- Time of Event: Start: 8 a.m./p.m. End: 5 a.m./p.m. ROAD CLOSING 72 Hrs.
- NON-PROFIT (please provide 501 (c)(3) Information) PROFIT

4. Provide information listed below for the main contact person responsible for the organization of this event:

Name: <u>Tiffany Buchan</u>	Title: <u>Director</u>
Organization: <u>KARE for Kids, Inc</u>	Telephone #: <u>678-897-1395</u>
Email Address: _____	Cell Phone #: _____
Address: <u>460 Hwy 53 West</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

5. Provide information listed below for any key personnel involved in coordinating this event. Also, provide information listed below on each officer of the club, organization, corporation, or partnership requesting this event. Attach a separate sheet if necessary.

Name: <u>Rhonda Evans</u>	Title: <u>President KARE</u>
Organization: <u>KARE for Kids</u>	Telephone #: <u>678-858-7103</u>
E-Mail Address: _____	_____
Address: <u>Wechunt Dr.</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

Name: <u>Angela Harbin</u>	Title: <u>V. President KARE</u>
Organization: <u>KARE for Kids</u>	Telephone #: <u>706-974-5859</u>
E-Mail Address: _____	_____
Address: <u>3396 Elliott family</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u> <u>RKWC</u>	



6. Expected number of participants: 60+
7. Physical description of materials to be distributed: None
8. How do participants expect to interact with public? N/A
9. Route of event: (attach a detailed map of the route) SEE ATTACHED

9.a. Number and type of units in parade: 20 plus RACE CARS

9.b. Size of the parade: 1.2 mile

10. Will any part of this Event take place outside the City Limits of Dawsonville? NO

If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * Attach Copy

11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? YES If YES, please explain in detail: traffic congestion

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? Allen Street 10/22 - 10/23
Allen Street e53 to Library intersection of Allen & Memory LN.

13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary).

54th Annual Mountain Moonshine Festival

Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also in event outline please include setup, teardown and clean up. 60,000+ in attendance

200 show cars, car show vendors, food vendors.

200+ craft vendors, 20 Race Cars, Bounce House, Pony Rides,

set up Friday AM for CRAFT vendors, tear down Spm 10/23

set up Thursday 10/20 for Car Show

Please attach a Detailed Route, Lay Out and Site plan.

What participation, if any, do you expect from the City of Dawsonville? _____

What participation, if any, have you arranged from Dawson County Emergency Services? _____

general assistance

What participation, if any, have you arranged from the Dawson County Sheriff Department? _____

traffic control

What participation, if any, have you arranged from the Dawsonville History Museum (GRHOF)? _____

spacing winners circle, use of common Public Room, use of tables for food court

What participation, if any, have you arranged from the Environmental Health? (Any food service requires inspection from the health department.) _____

Food service inspection

Insurance Requirements: (circle that apply)

Sec. 10-25(c) "An applicant for a permit under this ordinance shall obtain liability insurance from an insurer licensed in the State of Georgia for a special event, parade, public assembly, demonstration, rally, footrace, fun run, bicycle race or filming in a public place if one or more of the following criteria exists:"

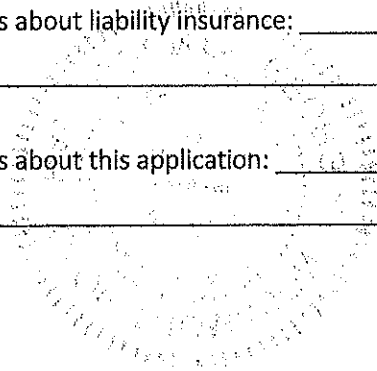
- (1) The use, participation, exhibition, or showing of live animals;
- (2) The use, participation, exhibition, or showing of automobiles of any size or description, motorcycles, tractors, bicycles, or similar conveyances;
- (3) The use of a stage, platform, bleachers or grandstands that will be erected for the event;
- (4) The use of inflatable apparatus used for jumping, bouncing or similar activities;
- (5) A special event, parade, demonstration, rally, road closing, or other such activity, for which primary attendance (that is, attendance primarily for said special event, parade, demonstration, rally, road closing, or other such activity, and not attendance which is the result of another event) is reasonably expected to meet or exceed one hundred (100) persons;
- (6) The use of roller coasters, bungee jumping or similar activities;
- (7) The use of vendors or concessions; or
- (8) The use of public streets and rights of way. (Required for public street closure or making certain areas exclusively available to the applicant like Main Street Park, City Hall parking lot etc.)

Any applicant required to provide insurance in accord with this section shall provide the City of Dawsonville with a copy of the Certificate of Insurance from an insurer authorized and licensed by the State of Georgia. The City of Dawsonville shall be added as an additional named insured party for the event on the Certificate of Insurance by the carrier. The minimum policy limits shall be \$1,000,000 (one million) per incident and \$2,000,000 (two million) aggregate for the entire event. All cost for insurance and naming the City of Dawsonville as an additional named insured party shall be borne solely by the applicant. Such insurance shall protect the City of Dawsonville from any and all claims for damages to property and/ or bodily injury or death.

Is the Certificate of Liability Insurance attached? Yes No Not applicable to this event

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____



APPLICANT'S SIGNATURE FOR THE PERMIT APPLICATION; RELEASE & WAIVER OF LIABILITY; AND AGREEMENT FOR FINANCIAL RESPONSIBILITY. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

APPLICATION:

OATH: I hereby swear and affirm that the information provided within this application for parade, public assembly, demonstration, or rally is true and correct to the best of my knowledge. In addition, I agree to abide by all regulations of the ordinance and to advise all participants of the conditions of the permit.

RELEASE & WAIVER OF LIABILITY:

The permit holder shall indemnify and hold the City of Dawsonville, Georgia harmless from any claim, demand, or cause of action that may arise from activities associated with the event, including attorney's fees. I acknowledge that I understand this Release, and I hereby agree for myself and on behalf of the Applicant to indemnify and hold harmless the City of Dawsonville, Georgia and its agents, officers, and employees, individually and jointly, from and against any claim for injury (including, but not limited to, personal injury and property damage), loss, inconvenience, or damage suffered or sustained by any individual, including, but not limited to, business owners, patrons, participants of the parade, public assembly, demonstration, or rally, and spectators participating in and/or occurring during the event, unless the claim for injury is caused by intentional misconduct of an individual, agent, officer, or employee of the City of Dawsonville.

AGREEMENT FOR FINANCIAL RESPONSIBILITY:

The undersigned agrees to be solely responsible for cleaning affected areas littered during the activity, provide sufficient parking and storage areas for motor vehicles, provide temporary toilet facilities, and provide other similar special and extraordinary items deemed necessary for the permitted activity by the City of Dawsonville to keep the area of the event safe and sanitary. In no event shall the City of Dawsonville, Georgia requires individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The City of Dawsonville, Georgia shall be entitled to recover from the applicant the sums expended by the City of Dawsonville, Georgia for extraordinary expenses agreed to but not provided by the applicant.

I further understand that false statements or omission within the application may result in the denial or disqualification of application.

Tiffany Buchaw
Applicant's Printed Name

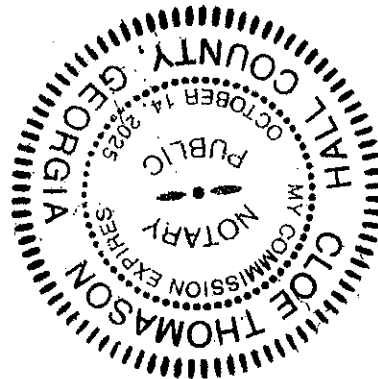
Sworn to and subscribed before me
this 01 day of February 2022

[Signature]
Applicant's Signature

[Signature]

Notary Public, State of Georgia

My Commission Expires: 10/14/25



APPLICANT'S SIGNATURE FOR CERTIFICATION AND ACKNOWLEDGEMENT OF ROAD CLOSURE(S), TRASH CLEANUP, PARKING PROVISIONS AND PROVIDING TOILET FACILITIES. PRIOR TO SIGNING, PLEASE READ THE FOLLOWING OR HAVE IT READ TO YOU:

ROAD CLOSURES:

Applicant certifies and acknowledges that any road closures scheduled as part of an event will only take place during the time designated for the road closure and that the applicant will not arrive early, fail to clean up or fail to leave promptly after the event so as to interfere with the normal flow of traffic.

Sworn to and subscribed before me
this 9 day of Feb 2022

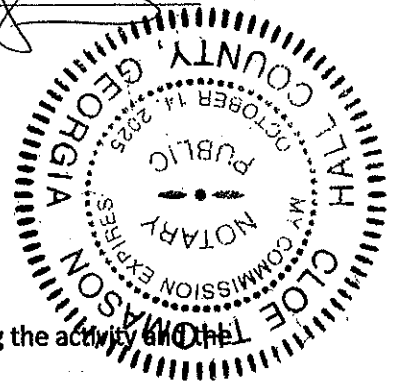
[Handwritten Signature]

Notary Public, State of Georgia

My Commission Expires: 10/14/25

Tiffany Buchanan
Applicant's Printed Name

[Handwritten Signature]
Applicant's Signature



TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

The applicant shall be responsible for trash cleanup of affected areas littered during the activity and the provision of temporary toilet facilities, as needed.

Based upon review of the application, the city may require that the applicant be responsible for trash cleanup of affected areas littered during the activity for which a permit is sought, the provision of sufficient parking and storage areas for a large influx of motor vehicles occasioned by the permitted activity, provision of temporary toilet facilities, and other similar special and extraordinary items determined to be necessary for the permitted activity based upon the application's contents. In no event shall the city require individuals, organizations or groups of persons to provide personnel for normal governmental functions, such as traffic control, police protection, or other expenses associated with the maintenance of public order. If additional requirements are placed on applicants in accordance with this subsection, and those requirements are not met despite assurances by the applicant, then failure to comply with the aforementioned requirements shall be grounds for revocation of the issued permit and/or denial of any subsequent permit requested by the applicant. The city shall be entitled to recover against the applicant the sums expended by the city for those extraordinary expenses agreed to but not provided by the applicant.

Sworn to and subscribed before me
This 9 day of February 2022

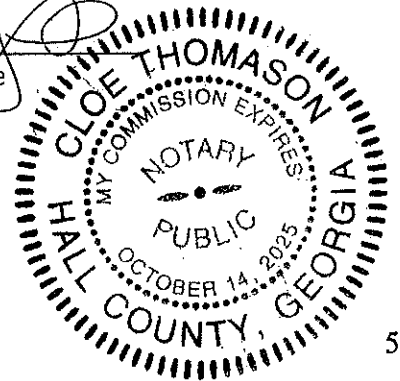
[Handwritten Signature]

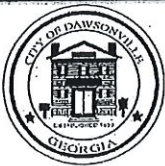
Notary Public, State of Georgia

My Commission Expires 10/14/25

Tiffany BUCHAN
Applicant's Printed Name

[Handwritten Signature]
Applicant's Signature





City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Emergency Services)

Emergency Services: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: Moonshine Festival Date(s) of Event: 10/21-10/23/22

Any anticipated problems with proposed route? NO

Any anticipated problems with the designated location for participants to assemble? NO

How many personnel will be required for this event? _____

Estimated cost for personnel: _____

Number and type of vehicles required: _____

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: _____

Estimated cost for equipment: _____

Additional comments/concerns: Participants & attendees shall request Emergency Services responses by calling 911 as needed. Event organizers shall make every effort not to negatively impact emergency vehicle response.

EMERGENCY SERVICES

APPROVED: YES NO

By: J. B. [Signature]

Date: 2/17/22



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 4, 2022
KARE FOR KIDS INC
Tiffany Buchan
PO Box 211
Dawsonville, GA 30534

Subject: Annual Mountain Moonshine Festival
Dear Tiffany Buchan:

We have received your request concerning the subject event proposed to be held in Monroe, Walton County. We are agreeable to the traffic control plan proposed for this event contingent on the following:

1. Completion and return of the attached Release and Waiver Document by an authorized local official. **(Received)**
2. Assurance that uniformed officers will be stationed at all State Route intersections to assist with traffic control and will remain there until this event is concluded. **(Received)**
3. Proof of insurance for this event to be provided to this office prior to event. **(Received)**
4. The route will be as indicated in your correspondence. **(Received)**
5. There shall be no overhead banners placed across state routes.
6. Maintain all current guidelines in place at the time of the event set forth by the CDC and state of Georgia related to COVID-19 and social distancing.

This event has been approved by Georgia Department of Transportation. If you have any questions, please do not hesitate to call Jason Dykes at (770) 533-7342.

Sincerely,

Ansley Faulkner

Digitally signed by Ansley Faulkner
DN: C=US, E=A.Faulkner@dot.ga.gov,
CN=Ansley Faulkner
Date: 2022.04.04 10:39:01-04'00'

Ansley Faulkner
Administrative Assistant

JDAF

cc: Shannon Giles, Area Engineer A-1
Chadrick Hendon, TMC
Josh Burns, District Signal Engineer





City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Dawson County Sheriff Department)

Sheriff Department: Please complete this sheet and return it to the City of Dawsonville.

Name of Event: 55th Annual Machine Festival Date(s) of Event: 10-21-23, 2022

Any anticipated problems with proposed route? Increased traffic congestion in and around City of Dawsonville.

Any anticipated problems with the designated location for participants to assemble? None

How many officers will be required for this event? 15 positions per day. Some positions are off-duty jobs. Some are overtime.

Estimated cost for officers: \$7000⁰⁰ total including off duty and overtime

Number of vehicles required: Each officer will have an agency vehicle to be used as needed

Type of procedures or equipment needed for the health and safety needs of the participants and the viewing public: Any detours or road closures must be clearly marked with paper signage per the most recent addition of the manual of Uniform Traffic Control devices

Estimated cost for equipment: _____

Additional comments/concerns/recommendations: _____

SHERIFF DEPARTMENT: (ALSO PROVIDE A WRITTEN STATEMENT FOR EVENTS ON DOT ROADS/ROW'S)

APPROVED: YES NO

By: [Signature]

Date: 2-4-2022



City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534
Phone (706)265-3256
Fax # (706)265-4214

Permit Application for:
Parades, Public Assemblies,
Demonstrations, and Rallies in Public Places
(Public Works – Environmental Health)

Name of Event: 55th Annual Mountain Moonshine Festival Date(s) of Event: 10-21-23, 2022

PUBLIC WORKS:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____

CITY MANGER:

Additional comments/concerns/recommendations: _____

APPROVED: YES NO

By: _____ Date: _____



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (APPROVALS)

Name of Event: Mourian Moonshine Festival Date(s) of Event: 10/21-23/2022

Office Use for Dawsonville City Hall Only: The following departments have reviewed and approved this event as applicable:

Department	Notified Date	Name	Approved	Date
Sheriff Department	2/16/22	G. Rowan	✓	2/4/22
Emergency Services	2/16/22	J. Bailet	✓	2/17/22
Dawsonville Roads Dept.	2/16/22	T. Hansard		
Environmental Health	2/16/22	B. Ringle	✓	1/26/22
GA Dept of Transportation (For events on State roads/ROWs)	2/16/22	V. Chover's	✓	4/4/22
Dawson County (For events outside city limits)	NA	_____		
City Manager	2/16/22	B. Boltz		
Dawsonville History Museum	2/16/22	C. Elliot	✓	4/12/22
City Council (for road closures)				

Approved:

 Planning Director or City Manager

 Date

OFFICE USE:

DATE(S)

Permit Fee Received

Event Entered on Calendar (COZI and City Shared)

Mad new Insurance Certificate Received

Route / Map Received

_____ City Council Meeting Date Scheduled

_____ Applicant notified to attend CC meeting

_____ Applicant notified to pick up permit

_____ OK to Close Permit - Approved by _____



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies in Public Places
 (Public Works – Environmental Health)

Name of Event: 55th Annual Moonshine Festival Date(s) of Event: 10-21-23, 2002

DAWSONVILLE HISTORY MUSEUM (GRHOF):

Additional comments/concerns/recommendations: discussed the boundaries of winners circle are not to scale per our discussion - Ctrs will be allowed on the same usable space as was allowed in 2021, Jordan Moss and bar will be on the outside. Allowing fund raising for CARE
I am concerned about CARE having bar areas - this will take away from the fund raising of the Hall.

APPROVED: YES NO AS Ammended

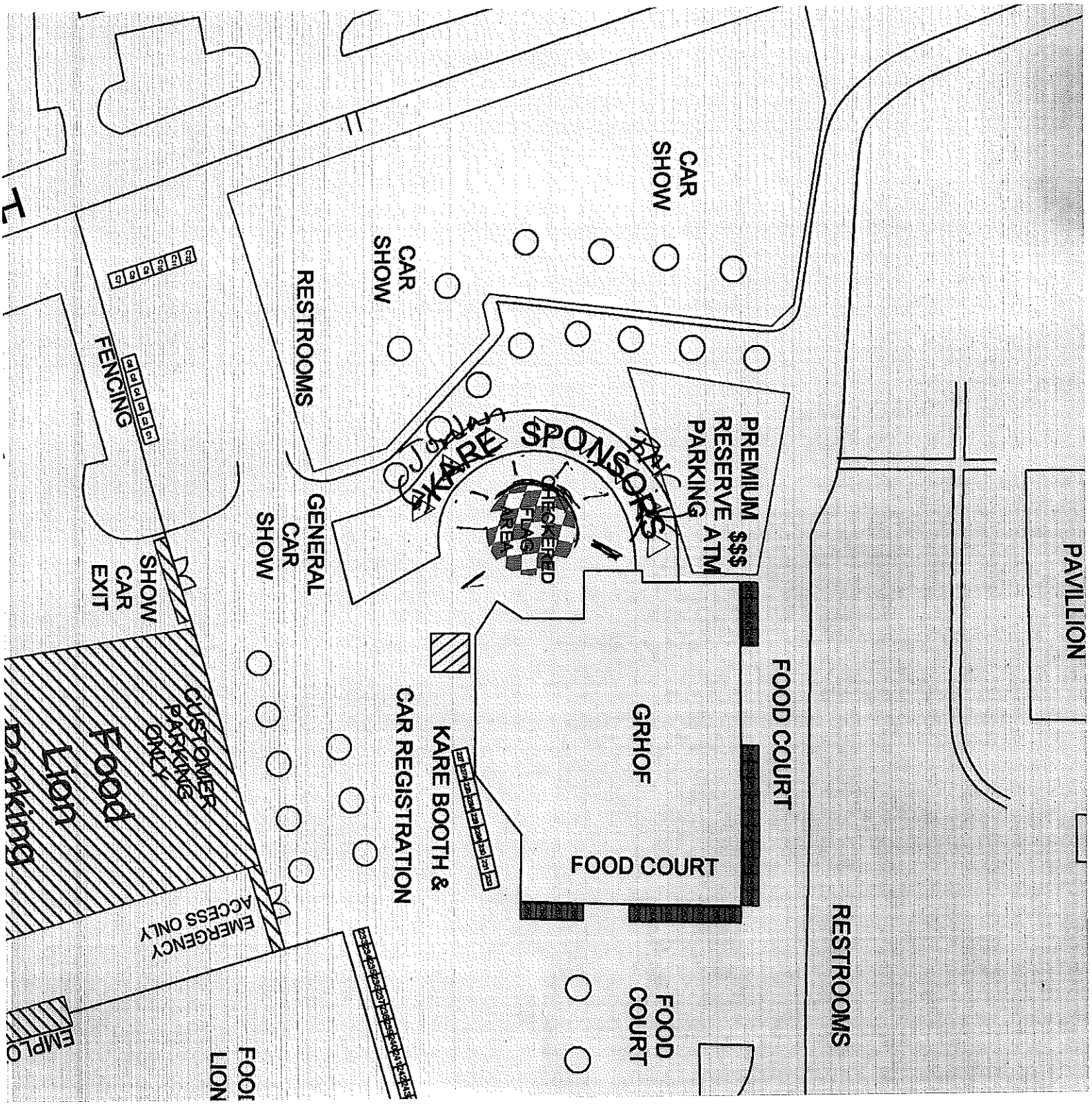
By: Randy Whiset Date: 4/12/22

ENVIRONMENTAL HEALTH:

Additional comments/concerns/recommendations: Food service applications and temporary toilet permit must be applied for at least 14 days before the event.

APPROVED: YES NO

By: George W. Riff Date: 1/26/2022



PAVILLION

RESTROOMS

FOOD COURT

PREMIUM \$\$\$
RESERVE
PARKING
ATM

CAR
SHOW

GRHOF

FOOD COURT

FOOD
COURT

CAR
SHOW

RESTROOMS

GENERAL
CAR
SHOW

KARE BOOTH &
CAR REGISTRATION

EMERGENCY
ACCESS ONLY

FOOD
LION

FENCING

SHOW
CAR
EXIT

CUSTOMERS
PARKING
ONLY

FOOD
LION

EMPLO



RACE CAR Route

Exit Bearden's
Return Route



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: **DAWSONVILLE MOONSHINE DISTILLERY: REQUEST TO TERMINATE LEASE**

CITY COUNCIL MEETING DATE: 06/06/2022

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 CONSIDER REQUEST FROM CHERYL WOOD, OWNER OF DAWSONVILLE MOONSHINE DISTILLERY, TO TERMINATE HER LEASE

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

From: [Cheryl Wood](#)
To: [Mike Eason](#); [Caleb Phillips](#); [Mark French](#); [John Walden](#); [William Illg](#); ktallant@mhtlegal.com; [Bob Bolz](#); [Beverly Banister](#)
Subject: Distillery Lease /Sell
Date: Wednesday, May 25, 2022 6:48:42 PM

To All,

As most of you probably know I am selling my business. I spoke with Caleb about the future owners taking over the lease and how to proceed with this. Caleb suggested it might be best to get this on the agenda for June 6 and discuss having mine terminated and the new owners begin theirs since the Free Spirits Distillery, LLC doesn't go with the sale although the dba Dawsonville Moonshine Distillery will .

Please put this on your June 6 agenda .

Thank you,

Cheryl Wood

Dawsonville Moonshine Distillery
7704011211

LEASE AGREEMENT

This Lease agreement ("Lease") is entered into effective this **1st day of January, 2022** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 ("Lessor") and **FREE SPIRITS DISTILLERY, LLC**, d/b/a Dawsonville Moonshine Distillery, ("Lessee"), whose address is 415 Hwy. 53 East, Suite 120, Dawsonville, Georgia 30534.

WITNESSETH:

WHEREAS, the Lessor owns and operates 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 retail/manufacturing space is available for lease and suitable for Lessee's use; and

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

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

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

1. **Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Distillery Space, for the purpose of operating Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which shall be open to the public and maintain business hours as deemed appropriate by Lessee and as regulated by both state and federal law, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville.

2. **Lease Term.** This Lease shall commence on January 1, 2022, for the period of twelve months ("Lease Term") terminating on December 31, 2022. The Lease Term is NOT subject to an automatic renewal.

3. **Rent.** Lessee covenants and agrees to pay Lessor a rent amount as rent for the Distillery Space during the Lease Term which will be as follows: Lessee will pay to Lessor rent in the amount of Three Thousand and no/100 Dollars (\$3,000.00) per month for the Distillery Space Suite 120. Rent will be due and payable by the 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.

4. **Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or

permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage, including, but in no way limited to, the decorative area surrounding the replica gas pumps or store entrances. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

5. **Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Distillery Space in a clean condition. Lessee agrees to not use the Distillery Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store agricultural products and/or empty agricultural product containers outside of the Distillery Space for a period of time not to exceed five (5) 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 Distillery Space or the parking area. At no time will Lessee use the parking lot, decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations, including, but in no way limited to, the

manufacturing of its product(s). All manufacturing activities shall take place in the Distillery Space and shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises.

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

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

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

9. 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.

10. Pest Control. Lessee, at its cost, shall at all times keep the Premises free of pests. Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least once every month; however, such inspections and/or spraying may be required to occur every two (2) weeks if Lessor deems such spraying necessary. 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.

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

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

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

14. 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 Lease.

15. Counterparts. This 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.

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

17. 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.

18. 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 Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Lease and pursue such

remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Lease for the unexpired portion of the Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Distillery Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this 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.

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

20. Construction. All terms used in this 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 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 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 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 Lease.

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

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

LESSOR:
CITY OF DAWSONVILLE



By: Mike Eason, Mayor

LESSEE:
FREE SPIRITS DISTILLERY, LLC



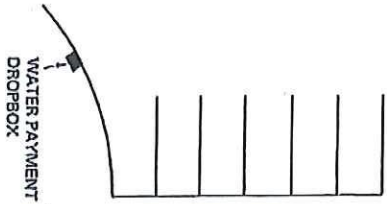
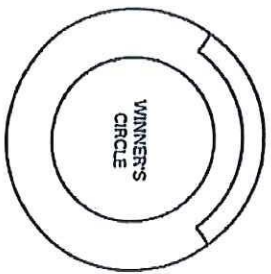
Cheryl Wood, Member

PERSONAL GUARANTY

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

This 20 day of January 2022


Cheryl Wood



Blue highlighted area indicates the rental space

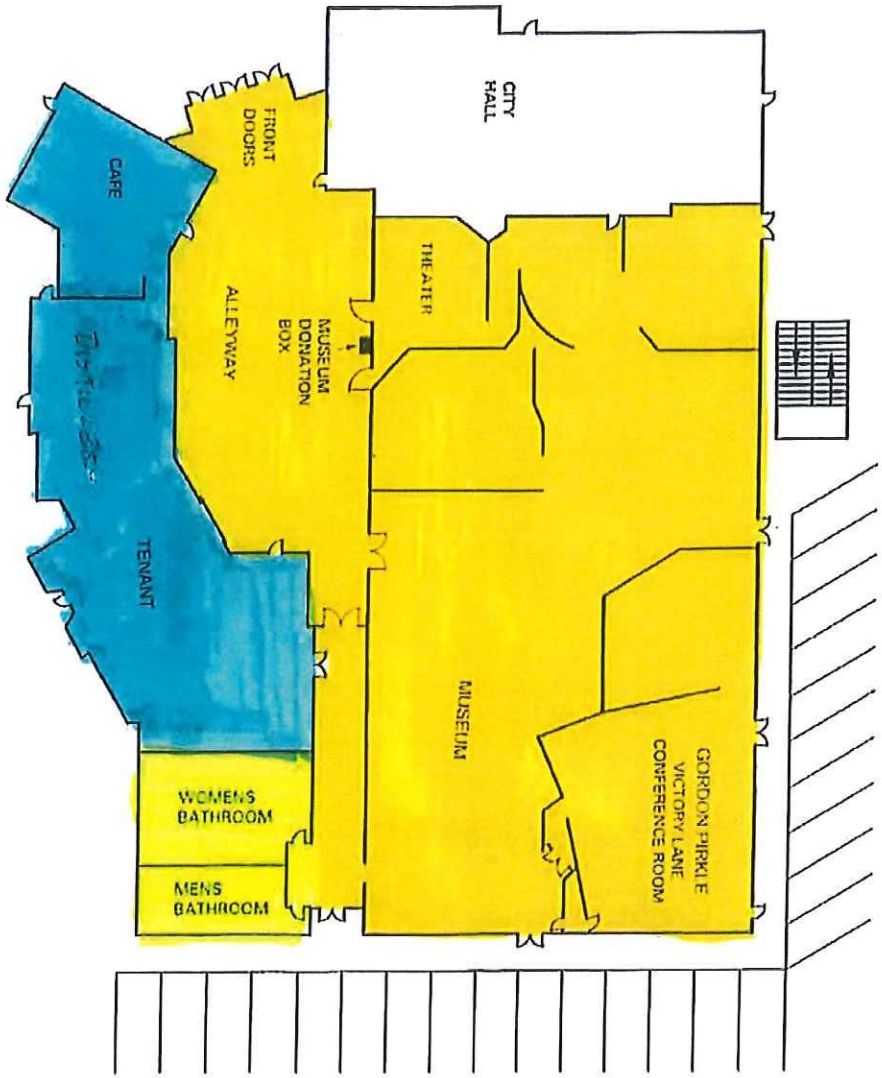


Exhibit "A"