

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

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Consideration of Cancelling December 19, 2022 City Council Meeting
6. Approval of the Agenda
7. Public Input
8. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting held November 7, 2022
 - b. Approve Reappointment of Board Members to the Dawsonville History Museum Board
 - c. Approve 2023 Mayor and Council Board Designations and Compensation
 - d. Approve 2023 Appointment of Municipal Court Judge Ronald Reemsnyder and Agreement
 - e. Approve Intergovernmental Agreement with Dawson County – 2023 Elections
 - f. Approve 2023 Professional Services
9. Employee Recognition
10. Historic Preservation Commission Appointment

PUBLIC HEARING

11. **ZA-C2300046:** Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal stipulation 1a and 1b of ZA-C900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on November 14, 2022, and City Council on December 5, 2022. City Council for a decision on December 19, 2022.

BUSINESS

12. FY 2021-2022 Audit Presentation and Approval
13. Etowah Masonic Lodge – Recognition of City Participating in the Veteran Flag Program
14. 2023 City of Dawsonville Municipal Property Leases
15. Renewal of 2023 Vape Licenses
16. Support of Georgia Highlands Medical Services Letter
17. Bid Selection: Niche Columbarium
18. Bid Selection: Water Supply Well #112
19. 2023 Mayor Pro Tempore Appointment

STAFF REPORTS

20. Bob Bolz, City Manager
21. Robin Gazaway, Finance Administrator

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, December 19, 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 # 5

SUBJECT: CONSIDERATION OF CANCELLING DECEMBER 19, 2022 CITY COUNCIL MEETING

CITY COUNCIL MEETING DATE: 12/05/2022

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 CONSIDERATION OF CANCELLING THE DECEMBER 19, 2022 CITY COUNCIL MEETING

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 12/05/2022

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting held November 7, 2022
 - b. Approve Reappointment of Board Members to the Dawsonville History Museum Board
 - c. Approve 2023 Mayor and Council Board Designations and Compensation
 - d. Approve 2023 Appointment of Municipal Court Judge Ronald Reemsnyder and Agreement
 - e. Approve Intergovernmental Agreement with Dawson County – 2023 Elections
 - f. Approve 2023 Professional Services
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 12/05/2022

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 HELD NOVEMBER 7, 2022**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, November 7, 2022
5:00 P.M.

1. **CALL TO ORDER:** Mayor 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, Deputy City Clerk Tracy Smith, Public Works Director Trampas Hansard, Utilities Operations Manager Jacob Barr, Finance Administrator Robin Gazaway, Planning Director Harmit Bedi and Director of Downtown Development Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason reminded the citizens that Election Day is tomorrow, November 8, 2022. He announced the Christmas Tree Lighting and Parade will be held on November 19, 2022 at City Hall. The City is serving as a donation spot to help The Place with essentials for families in need within our community through December 21, 2022 and lastly, he reported and congratulated the 2nd grade MFL who won the Superbowl this season.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #12 Cancellation of the November 21, 2022 City Council Meeting made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by C. Phillips; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by M. French; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held October 17, 2022
 - b. Approve Reappointment of Heather Allen to the Historic Preservation Commission
Three (3) year term through December 31, 2025

PUBLIC HEARING

8. **EXTENDING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT AND BUILDING PERMITS:** Motion to open a public hearing made by J. Walden; second by W. Illg. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. Attorney Tallant provided an overview of the resolution concerning the moratorium for the purpose of consideration of implementing impact fees. No one spoke in favor of or in opposition to the request. Motion to close the public hearing made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Motion to approve Resolution #R2022-07 as presented made by J. Walden; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

BUSINESS

9. **FY 2022 BUDGET AMENDMENTS:** Motion to approve FY 2023 Budget Amendments as presented made by W. Illg; second by M. French. Vote carried unanimously in favor. (Exhibit "B")
10. **2023 HEALTH INSURANCE RENEWAL:** Finance Administrator Gazaway presented the request to approve the changes to the employee health insurance due to an increase of 17%; the budget included an 8% increase. Two options were provided and she has recommended Option #1 which includes a 12% increase and some increases to the employees' deductibles and co-pays. Councilmember French inquired if the increase in cost will be covered by additional LOST revenue; Gazaway agreed that additional LOST revenue would be enough to cover the increase. Councilmember Illg asked how much the 12% increase equates to in dollars; Gazaway stated approximately \$40,000.00.

Motion to approve Option #1 for the 2023 Health Insurance Renewal made by C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "C")

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, November 7, 2022
5:00 P.M.

- 11. FARMER'S MARKET REPORT:** Louise McPherson reported to the City Council on the success of the Farmer's Market season this year. She expressed her appreciation of all the City has done to provide a space to have local vendors sell their wares. There is an interest from other vendors to participate and having additional spaces available to accommodate more vendors would be helpful. The Mayor and Council thanked Louise and Clark for their commitment to the success of the Farmer's Market.
- 12. CANCELLATION OF THE NOVEMBER 21, 2022 CITY COUNCIL MEETING:** Motion to cancel the November 21, 2022 City Council meeting and move those agenda items to the December 5, 2022 meeting made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

ADJOURNMENT:

At 5:24 p.m. a motion to adjourn the meeting was made by J. Walden; second by M. French. Vote carried unanimously.

Approved this 5th day of December 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 R2022-07

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA TO EXTEND 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;

WHEREAS, the process of securing a study related to the imposition of impact fees has extended longer than originally anticipated due to a desire to obtain such in an efficient and cost effective manner from a trusted source with which the City of Dawsonville has experience;

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, *instantly*, 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 7th day of November, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: 
Mike Eason, Mayor


Caleb Phillips, Council Member, Post 1


William Illg, Council Member, Post 2


John Walden, Council Member, Post 3


Mark French, Council Member, Post 4

ATTEST:

 - Deputy City Clerk for
Beverly A. Banister, City Clerk



CITY OF DAWSONVILLE, GEORGIA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET (GAAP BASIS) AND ACTUAL
GENERAL FUND
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Taxes	\$ 1,948,700	\$ 2,156,025	\$ 2,289,310	\$ 133,285
Charges for services	15,625	15,625	13,812	(1,813)
Licenses and permits	134,750	134,750	168,260	33,510
Intergovernmental revenues	35,000	35,000	42,207	7,207
Fines and forfeitures	500	500	4,065	3,565
Interest earned	2,200	2,200	6,182	3,982
Rental income	42,000	42,000	81,386	39,386
Total revenues	<u>2,178,775</u>	<u>2,386,100</u>	<u>2,605,222</u>	<u>219,122</u>
EXPENDITURES				
Current operating:				
General government	1,207,400	1,224,908	1,224,908	-
Public safety	1,523	1,523	100	1,423
Public works	520,996	579,193	579,193	-
Culture/recreation	53,913	168,913	168,605	308
Planning and zoning	380,300	396,920	396,920	-
Development services	12,000	12,000	12,000	-
Total expenditures	<u>2,176,132</u>	<u>2,383,457</u>	<u>2,381,726</u>	<u>1,731</u>
TOTAL REVENUES OVER EXPENDITURES	<u>2,643</u>	<u>2,643</u>	<u>223,496</u>	<u>220,853</u>
OTHER FINANCING SOURCES (USES)				
Contingency	22,357	22,357	-	(22,357)
Transfers in (out)	(25,000)	(25,000)	-	25,000
TOTAL OTHER FINANCING SOURCES (USES)	<u>(2,643)</u>	<u>(2,643)</u>	<u>-</u>	<u>2,643</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>223,496</u>	<u>\$ 223,496</u>
FUND BALANCES - beginning			<u>2,949,223</u>	
FUND BALANCES - end of year			<u>\$ 3,172,719</u>	

See accompanying notes to the basic financial statements.

CITY OF DAWSONVILLE, GEORGIA
 MAJOR GOVERNMENTAL FUND
 AMERICAN RESUCE PLAN ACT FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET (GAAP BASIS) AND ACTUAL
 For the Year Ended June 30, 2022

	Final Budget	Actual	Variance with Final Budget
REVENUES			
Intergovernmental	\$ 313,200	\$ 313,198	\$ (2)
Interest income	-	317	317
	313,200	313,515	315
Total revenues			
EXPENDITURES			
Capital outlay - utility & public works building	313,200	313,198	2
	313,200	313,198	2
Total expenditures			
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	317	317
NET CHANGE IN FUND BALANCE	\$ -	317	\$ 317
FUND BALANCES - beginning of year		-	
FUND BALANCES - end of year		\$ 317	

CITY OF DAWSONVILLE, GEORGIA
NON-MAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
HOTEL-MOTEL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended June 30, 2022

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES			
Hotel-motel taxes	\$ 9,452	\$ 9,018	\$ (434)
Total revenues	<u>9,452</u>	<u>9,018</u>	<u>(434)</u>
EXPENDITURES			
Current operating:			
Housing and development - tourism	<u>9,452</u>	<u>9,434</u>	<u>18</u>
Total expenditures	<u>9,452</u>	<u>9,434</u>	<u>(18)</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>-</u>	<u>(416)</u>	<u>(416)</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>(416)</u>	<u>\$ (416)</u>
FUND BALANCE - beginning of year		<u>1,068</u>	
FUND BALANCE - end of year		<u>\$ 652</u>	

CITY OF DAWSONVILLE, GEORGIA
NON-MAJOR GOVERNMENTAL FUNDS
SPECIAL REVENUE FUNDS
DOWNTOWN DEVELOPMENT AUTHORITY FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended June 30, 2022

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES			
Contributions and donations	\$ 47,000	\$ 25,050	\$ (21,950)
Total revenues	<u>47,000</u>	<u>25,050</u>	<u>(21,950)</u>
EXPENDITURES			
Current operating:			
Grants disbursed	25,000	-	25,000
Housing and business development	<u>26,400</u>	<u>3,158</u>	<u>23,242</u>
Total expenditures	<u>51,400</u>	<u>3,158</u>	<u>48,242</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(4,400)</u>	<u>21,892</u>	<u>26,292</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	<u>4,400</u>	-	<u>(4,400)</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	21,892	<u>\$ 21,892</u>
FUND BALANCE - beginning of year		<u>17,576</u>	
FUND BALANCE - end of year		<u>\$ 39,468</u>	

CITY OF DAWSONVILLE, GEORGIA
 MAJOR GOVERNMENTAL FUNDS
 CAPITAL PROJECTS
 SPLOST VI AND VII

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES BUDGET (GAAP BASIS) AND
 ACTUAL

For the Year Ended June 30, 2022

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES			
Intergovernmental	\$ 1,500,000	\$ 1,622,254	\$ 122,254
Interest income	300	487	187
	<u>1,500,300</u>	<u>1,622,741</u>	<u>122,441</u>
Total revenues			
EXPENDITURES			
Debt service	-	-	-
Capital outlay	2,201,000	813,380	1,387,620
	<u>2,201,000</u>	<u>813,380</u>	<u>1,387,620</u>
Total expenditures			
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(700,700)</u>	<u>809,361</u>	<u>1,510,061</u>
OTHER FINANCING SOURCES (USES)			
Contingency (fund reserves)	700,700	-	(700,700)
	<u>700,700</u>	<u>-</u>	<u>(700,700)</u>
NET CHANGE IN FUND BALANCES	<u>\$ -</u>	<u>809,361</u>	<u>\$ 809,361</u>
FUND BALANCES - beginning of year		<u>872,599</u>	
FUND BALANCES - end of year		<u>\$ 1,681,960</u>	

CITY OF DAWSONVILLE, GEORGIA
SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
BUDGET (GAAP BASIS) AND ACTUAL
WATER, SEWER AND GARBAGE FUND
For the year ended June 30, 2022

	Final Budget	Actual	Variance with Final Budget
OPERATING REVENUES			
Charges for services :			
Water fees	\$ 710,000	\$ 891,090	\$ 181,090
Sewer fees	810,000	1,048,704	238,704
Garbage fees	203,500	268,873	65,373
Miscellaneous	42,200	201,347	159,147
	<u>1,765,700</u>	<u>2,410,014</u>	<u>644,314</u>
Total operating revenues			
OPERATING EXPENSES			
Cost of sales and service:			
Advertising	1,200	642	558
Capital outlay	200,000	-	200,000
Communications	14,144	18,114	(3,970)
Depreciation	574,000	659,003	(85,003)
Dues and subscriptions	16,000	14,022	1,978
Education and training	6,000	6,452	(452)
Food	2,000	1,430	570
Garbage service	183,500	222,792	(39,292)
Gas and fuel	9,528	11,140	(1,612)
Insurance	25,500	29,318	(3,818)
Licenses	600	-	600
Payment to other	62,411	49,116	13,295
Postage	4,400	4,933	(533)
Printing and binding	2,300	1,112	1,188
Professional	115,891	207,858	(91,967)
Rental equipment	1,476	1,104	372
Repairs and maintenance	80,000	131,673	(51,673)
Supplies	112,423	159,166	(46,743)
Supplies - garbage	33,000	-	33,000
Travel	2,000	2,319	(319)
Technical services	72,037	90,386	(18,349)
Uniform service	3,000	2,630	370
Utilities	145,651	141,064	4,587
Total cost of sales and service:	<u>1,667,061</u>	<u>1,754,274</u>	<u>(87,213)</u>
Personnel services and benefits:			
Salaries	347,402	346,118	1,284
Payroll taxes	27,778	25,464	2,314
Group insurance	124,000	132,984	(8,984)
Workers compensation	19,334	8,576	10,758
Retirement	22,000	41,626	(19,626)
Total personnel services and benefits	<u>540,514</u>	<u>554,768</u>	<u>(14,254)</u>
OPERATING INCOME (LOSS)	<u>(441,875)</u>	<u>100,972</u>	<u>542,847</u>
NON-OPERATING INCOME (LOSS)			
Contingency (reserves)	40,925	-	(40,925)
Tap fees	485,000	104,250	(380,750)
Interest and fiscal charges	(87,450)	(81,198)	6,252
Interest earned	3,400	2,404	(996)
TOTAL NON-OPERATING INCOME (LOSS)	<u>441,875</u>	<u>25,456</u>	<u>(416,419)</u>
CHANGE IN NET POSITION	<u>\$ -</u>	<u>126,428</u>	<u>\$ 126,428</u>
NET POSITION - beginning of year		11,034,072	
NET POSITION - end of year		<u>\$ 11,160,500</u>	

CITY OF DAWSONVILLE, GEORGIA
NON-MAJOR GOVERNMENTAL FUNDS
PERMANENT FUND
CEMETERY FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET (GAAP BASIS) AND ACTUAL
For the Year Ended June 30, 2022

	Final Budget	Actual	Variance with Final Budget
REVENUES			
Cemetery lot sales	\$ 16,450	\$ 13,750	\$ (2,700)
Real estate fees	200	225	25
Interest income	700	119	(581)
Total revenues	17,350	14,094	(3,256)
EXPENDITURES			
Repairs and maintenance	11,379	5,160	6,219
Miscellaneous expenditures	251	251	-
Supplies	6,800	10	6,790
Total expenditures	18,430	5,421	13,009
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,080)	8,673	9,753
OTHER FINANCING SOURCES (USES)			
Transfers in	1,080	-	(1,080)
NET CHANGE IN FUND BALANCE	\$ -	8,673	\$ 8,673
FUND BALANCES - beginning of year		218,424	
FUND BALANCES - end of year		\$ 227,097	

City of Dawsonville - Health Plan Renewal - Page 1												
Prepared by: Mark III Employee Benefits - October 25, 2022												
Benefit	United Healthcare Current Plan			UnitedHealthcare Renewal - CO-08			United Healthcare Option 1 - CO-PA			United Healthcare Option 2 - CO-03		
	In-Network			In-Network			In-Network			In-Network		
Primary Care Office Visit	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$20 copay	\$20 copay	\$25 copay	\$25 copay	\$25 copay	
Specialist Office Visit	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$40 copay	\$40 copay	\$75 copay	\$75 copay	\$75 copay	
Preventive Care	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Individual Calendar Year Deductible	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,250	\$1,250	\$1,000	\$1,000	\$1,000	
Family Calendar Year Deductible	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,500	\$2,500	\$2,000	\$2,000	\$2,000	
Individual Out-of-Pocket Maximum	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$3,000	\$3,000	\$6,000	\$6,000	\$6,000	
Family Out-of-Pocket Maximum	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$6,000	\$6,000	\$12,000	\$12,000	\$12,000	
Coinsurance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Inpatient Hospital	Deductible/Coinsurance			Deductible/Coinsurance			Deductible/Coinsurance			Deductible/Coinsurance		
Urgent Care	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	\$50 copay	
Emergency Room	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	\$500 copay	
Prescription Drugs	\$10/\$40/\$140/\$300	\$10/\$40/\$150/\$300	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	\$10/\$40/\$150/\$300/\$500	
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	
Rate Guarantee	N/A	N/A	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year	
Monthly Premiums												
Employee Only	11	\$1,124.48	\$12,369.28	\$1,315.54	\$14,470.94	\$13,946.57	\$1,267.87	\$13,946.57	\$1,119.78	\$12,317.58	\$12,317.58	
Employee/Spouse	4	\$2,248.96	\$8,995.84	\$2,631.08	\$10,524.32	\$10,142.96	\$2,535.74	\$10,142.96	\$2,239.56	\$8,958.24	\$8,958.24	
Employee/Child	2	\$2,080.29	\$4,160.58	\$2,433.75	\$4,867.50	\$4,691.12	\$2,345.56	\$4,691.12	\$2,071.59	\$4,143.18	\$4,143.18	
Employee/Family	6	\$3,204.77	\$19,228.62	\$3,749.29	\$22,495.74	\$21,680.58	\$3,613.43	\$21,680.58	\$3,191.37	\$19,148.22	\$19,148.22	
Change in Premium			\$44,754.32		\$52,358.50			\$50,461.23		\$44,567.22		
				117.0%		112.8%					99.6%	



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8b

SUBJECT: APPROVE REAPPOINTMENT OF BOARD MEMBERS TO THE DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS

CITY COUNCIL MEETING DATE: 12/05/2022

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 THE FOLLOWING REAPPOINTMENTS TO THE DAWSONVILLE HISTORY MUSEUM BOARD OF DIRECTORS:

- **GORDON PIRKLE – 3 YEAR TERM: 01/01/2023 – 12/31/2025**
 - **DAVID SOSEBEE – 3 YEAR TERM: 01/01/2023 – 12/31/2025**
 - **CODY DINSMORE – 3 YEAR TERM: 01/01/2023 – 12/31/2025**
-

HISTORY/ FACTS / ISSUES:

- **BOARD OF DIRECTOR'S APPROVED REAPPOINTMENT AT THEIR NOVEMBER BOARD MEETING**
-

REQUESTED BY: Beverly Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8c

SUBJECT: **APPROVE 2022 MAYOR AND COUNCIL BOARD DESIGNATIONS AND COMPENSATION**

CITY COUNCIL MEETING DATE: 12/05/2022

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 BOARD DESIGNATIONS FOR THE MAYOR AND COUNCIL FOR 2023
AND TO AUTHORIZE APPROVAL FOR PAYMENT OF ONE MEETING PER MONTH AS
DESIGNATED WHEN ATTENDED**

HISTORY/ FACTS / ISSUES:

SEE ATTACHED

OPTIONS:

APPROVE, AMEND OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



City of Dawsonville City Council

Mike Eason, Mayor
Caleb Phillips, Councilmember Post #1
William Illg, Councilmember Post #2
John Walden, Councilmember Post #3
Mark French, Councilmember Post #4

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

Robert Bolz
City Manager
Beverly Banister
City Clerk

2023 Mayor and Council Members Board Designations

- Planning Commission – Caleb Phillips
- Historic Preservation Commission – Mark French
- Downtown Development Authority – William Illg
 - Family Connection – John Walden
 - Board of Health – Mark French
- Animal Control Board – Caleb Phillips
- Chamber of Commerce – Mayor or Mayor Pro-Tem
- Dawsonville History Museum – Mayor or Mayor Pro-Tem
 - GMA – Mayor or Mayor Pro-Tem
 - GMRC – Mayor or Mayor Pro-Tem

Recommend authorization to approve payment of one meeting per month as designated when attended.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8d

SUBJECT: **APPROVE 2023 APPOINTMENT OF MUNICIPAL COURT JUDGE RONALD REEMSnyder AND AGREEMENT**

CITY COUNCIL MEETING DATE: 12/05/2022

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 2023 APPOINTMENT OF MUNICIPAL COURT JUDGE RONALD REEMSnyder AND AGREEMENT

HISTORY/ FACTS / ISSUES:

- **JUDGE REEMSnyder HAS AGREED TO SERVE ANOTHER TERM**
- **HE HAS SERVED THE CITY SINCE 2018**

OPTIONS:

APPROVE, AMEND OR TABLE

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

DRAFT

CITY OF DAWSONVILLE INDEPENDENT CONTRACTOR SERVICE AGREEMENT WITH MUNICIPAL COURT JUDGE RON REEMSNYDER

This Agreement by and between the City of Dawsonville, a Georgia municipal corporation, hereinafter referred to as the “City,” and Ronald D. Reemsnyder, hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

WHEREAS, the City Council has appointed Ronald D. Reemsnyder to serve as Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

WHEREAS, Ronald D. Reemsnyder has accepted the appointment and confirmation and desires to enter into this Agreement with the City to provide services to the City as Judge; and

WHEREAS, Ronald D. Reemsnyder understands this Agreement involves overseeing part-time court staff, who are employees of the City; and,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and Ronald D. Reemsnyder agree as follows:

1. INDEPENDENT CONTRACTOR STATUS:

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and the Judge. Neither Party is an agent of the other Party for any purpose. Accordingly:

Judge shall provide Services as an independent contractor, and Judge shall not be considered an employee of the City for any purpose;

Judge, and Judge’s agents and subcontractors, including, but not limited to any Judges Pro Tempore, shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below;

Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner;

Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and

Judge is free to perform services for any other client that does not create a conflict of interest to his service to the City.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. TERM OF APPOINTMENT:

Ronald D. Reemsnyder accepts the appointment of Judge of the Municipal Court of the City in accordance with the provisions of the City Charter and Ordinances as supplemented by this Agreement for a term commencing upon execution of this Agreement and terminating on December 31, 2023 unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Council any change affecting his membership in good standing in the Georgia Bar Association and any training deficiencies.

3. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules of Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 4.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. Before appointing a Judge Pro Tempore, the Judge shall confirm that he or she is an attorney admitted to practice law in the State of Georgia, a member in good standing with the Georgia Bar Association, and current in all training requirements. The Judge may appoint only Judges Pro Tempore who have been approved by the City Council to serve as Judges Pro Tempore.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible, and shall provide a copy of this Agreement to the Judges Pro Tempore and obtain their agreement to comply with applicable terms during the Judge's absence.

4. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge and all Judges Pro Tempore are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- in coordination with the City Attorney and the Court Clerk approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary
- in coordination with the City Attorney and the Court Clerk providing proper training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary
- ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes
- notifying the City Council of any Judicial Emergency Orders and any actions required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff
- notifying the City Council of additional resources necessary to ensure compliance with applicable laws and rules
- notifying the City Council of service provider performance deficiencies
- reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate

The Court Clerk shall be appointed by the City Council and shall serve as an At-Will employee of the City. The Court Clerk and all court staff other than the Judge are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

5. COMPENSATION:

The Judge's compensation for Services is set forth below:

The Judge will be paid a per diem of \$200 per day for all court hearing dates, training dates or other required days of work regardless of the number of hours worked each day.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement protocols and applicable law.

The Judge's compensation may be increased, but not decreased, during the Judge's term of office.

The Judge's compensation shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court.

Any Judge Pro Tempore will be paid a per diem of \$200 per day for court hearing dates regardless of the number of hours worked. Judges Pro Tempore shall not be entitled to any training costs or compensation or other benefits or payments from the City.

6. METHOD OF PAYMENT:

The Judge, or any Judge Pro Tempore, shall send invoices to the City Manager and payment will be made within 30 days or less.

7. BENEFITS:

The Judge is not eligible for any benefits offered by the City to employees.

8. TERM OF AGREEMENT and RENEWAL:

The Judge's term of office and the term of this Agreement shall be for a period beginning upon the execution of this Agreement and ending on December 31, 2023 unless renewed by action of the City Council for successive one-year terms prior to December 31 of each year for the upcoming year.

9. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email:

IF TO THE CITY:

Bob Bolz, City Manager
City of Dawsonville
415 Hwy. 53 East
Suite 100
Dawsonville, GA 30534
citymanager@dawsonville-ga.gov

IF TO THE JUDGE:

Ronald D. Reemsnyder
10738 Big Canoe
Jasper, GA 30143
rreemsnyder@colesbarton.com

10. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

- By the Judge if he provides a minimum of 30 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.
- By the City only as provided in O.C.G.A. Section 36-32-2.2.

11. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Dawson County Superior Court, State of Georgia.

12. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF DAWSONVILLE, GEORGIA

MUNICIPAL COURT JUDGE

By: _____
Mike Eason, Mayor

By: _____
Ronald D. Reemsnyder

Date: _____

Date: _____

Attest:

Beverly A. Banister, City Clerk

Approved as to Form:

Kevin Tallant, City Attorney



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8e

SUBJECT: APPROVE INTERGOVERNMENTAL AGREEMENT WITH DAWSON COUNTY –
2023 ELECTIONS

CITY COUNCIL MEETING DATE: 12/05/2022

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 FOR THE INTERGOVERNMENTAL AGREEMENT WITH
DAWSON COUNTY TO CONDUCT THE 2023 MUNICIPAL ELECTION**

HISTORY/ FACTS / ISSUES:

- **IGA APPROVED BY LEGAL**
- **GENERAL ELECTION IS FOR THE MAYOR, COUNCILMEMBER POST #1 AND POST #3**
- **BOARD HAS PREVIOUSLY ASSISTED THE CITY WITH ELECTIONS**
- **QUALIFYING FEES AND DATES WILL BE SET IN JANUARY 2023**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

**INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON COUNTY, THE
DAWSON COUNTY BOARD OF ELECTIONS AND REGISTRATION AND THE CITY
OF DAWSONVILLE RELATING TO THE 2023 MUNICIPAL ELECTIONS IN THE CITY
OF DAWSONVILLE**

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

WITNESSETH:

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

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

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

WHEREAS, the City has requested and the County has agreed to allow its Board to conduct on behalf of the City any city elections called for in the year 2023;

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

1.

With respect to any general municipal election and any specially called municipal election to be held in 2023, the Board shall conduct all such elections for the City at the Offices of the Board or such other precinct locations as determined by the Board. The City shall notify the Board as soon as reasonably practical of the intended date all such municipal elections.

2.

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

3.

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

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

4.

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

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

5.

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

6.

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

7.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of January 1, 2023.

[SIGNATURES ON FOLLOWING PAGE]

DAWSON COUNTY

BY: _____
BILLY THURMOND, CHAIRMAN

ATTEST:

KRISTEN CLOUD, COUNTY CLERK

Date: _____

CITY OF DAWSONVILLE

BY: _____
MIKE EASON, MAYOR

ATTEST:

BEVERLY BANISTER, CITY CLERK

Date: _____

**DAWSON COUNTY BOARD OF ELECTIONS
AND REGISTRATION**

BY: _____
GLENDA FERGUSON, CHAIRPERSON

ATTEST:

ASSISTANT TO BOARD OF ELECTIONS

Date: _____

MUNICIPAL ELECTION STRUCTURE

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8f

SUBJECT: APPROVE 2023 PROFESSIONAL SERVICES

CITY COUNCIL MEETING DATE: 12/05/2022

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 APPROVE RENEWAL OF PROFESSIONAL SERVICES FOR 2023

HISTORY/ FACTS / ISSUES:

SEE ATTACHED LIST

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



City of Dawsonville City Council

Mike Eason, Mayor
Caleb Phillips, Councilmember Post #1
William Illg, Councilmember Post #2
John Walden, Councilmember Post #3
Mark French, Councilmember Post #4

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

Robert Bolz
City Manager
Beverly Banister
City Clerk

City of Dawsonville Professional Services for 2023

- City Attorney – Miles Hansford & Tallant, LLC
- Auditor – Alexander, Almand and Bangs, LLP
- Engineer – G. Ben Turnipseed Engineers, Inc.
- Secondary Engineer – Civil Engineering Consultants, Inc.
- City Solicitor – Jonah Howell
- Testing of Wastewater – Environmental Management Services
- Geologist – A& S Environmental Services
- Repair/Installation of Water and Sewer Infrastructure – Townley Construction
- Airport Consultant Engineering Services – Lead Edge Design Group
- Long Term Water Quality Monitoring – Vanasse Hangen Brustlin, Inc. (acquired CCR Environmental, Inc.)



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 12/5/2022

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 RECOGNIZE AND PRESENT THE FOLLOWING:

- **SERVICE AWARDS FOR OCTOBER AND NOVEMBER**
 - **OCTOBER 2022 EMPLOYEE OF THE MONTH**
 - **NOVEMBER 2022 EMPLOYEE OF THE MONTH**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: HISTORIC PRESERVATION COMMISSION APPOINTMENT

CITY COUNCIL MEETING DATE: 12/05/2022

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 APPOINT WILLIAM TURNER TO THE HISTORIC PRESERVATION COMMISSION FOR A THREE YEAR TERM EXPIRING 12/31/2025

HISTORY/ FACTS / ISSUES:

- **NETTING PROCESS WAS COMPLETED**
- **WILLIAM TURNER WAS NOMINATED BY MAYOR EASON**
- **THIS WILL REPLACE CARRIE FALLSTROM WHOSE TERM WILL END THIS MONTH; SHE HAS MOVED OUT OF THE CITY LIMITS**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: **ZONING C2300046**

CITY COUNCIL MEETING DATE: **December 5, 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: **PUBLIC HEARING**

Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal of stipulation 1a and 1b of ZA-C9-00004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on November 14, 2022, and City Council on December 5, 2022. City Council for a decision on December 19, 2022.

HISTORY/ FACTS / ISSUES:

1. Property is in Post 1 City Council Member Caleb Phillips District.
 2. Applicant is requesting to removal of stipulation 1a and 1b of ZA-C9-00004 pertaining to Housing for Older Person Act (fifty-five (55) years of age or older. rezone property from R1 District (Restricted Single Family Residential District) to R6 District (Multiple-Family Residential District).
 3. Public Hearing was advertised, the item stays on the Council Agenda.
 4. The Planning Commission, during the regular meeting, on November 14, 2022, considered the application with the request to postpone the consideration of the application to December 12, 2022, Planning Commission Meeting, however, held the Public Hearing. Planning Commission voted unanimously to approve the postponement of the application to December 12, 2022.
 5. The Council may consider postponing the consideration of the application to January 12, 2023 Council Meeting.
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Harmit Bedi



**CITY OF DAWSONVILLE
PLANNING COMMISSION
CASE ANALYSIS**

TO: The Mayor and Council
DATE: December 5, 2022
FROM: Harmit Bedi, Director, Planning and Zoning
SUBJECT: Application for:
1. Removal of a Pre-approved Stipulation
2. Revised Site Plan for Approval
Case Number: ZA – C2300046

The Department of Planning and Zoning Staff and the Applicant and its Associates are working together on the above referenced application for its completeness. The staff supports the attached request (email) by the applicant.

Since a Public Hearing was advertised, the item stays on the Council Agenda. The details will be provided during the meeting while presenting the application/case.

Planning Commission Recommendation:

The Planning Commission, during the regular meeting, on November 14, 2022, considered the Application with the request to postpone the consideration of the application to December 12, 2022, Planning Commission Meeting, however, held the Public Hearing.

The vote was Unanimous to Approve postponement of the application to December 12th meeting.

Recommendation to the Mayor and City Council:

The Council may consider to postpone the consideration of the application to January 12, 2023 Council Meeting.

Thank you.

Harmit Bedi

From: Scott Dozier
Sent: Tuesday, November 8, 2022 11:15 AM
To: Harmit Bedi
Cc: Don Singer; Kristen Riley; Bob Bolz; Stacy Harris; Diane Callahan
Subject: RE: Application to Remove Stipulation and Revised Site Plan

Mr. Bedi and Dawsonville staff:

Per our conversation and outstanding issues that we agree need additional clarity, we believe it best to defer our Planning and zoning meeting to the December 12th meeting date. We want to work with staff to make certain that we are addressing all issues noted with completeness and clarity in our submission and address any concerns raised. We appreciate your offer to meet directly with us to make certain all issues are addressed.

Regards,

Scott D



built with care.

Scott Dozier

Division President
O 678-899-6459 | M 678-409-7610 | sdozier@eastwoodhomes.com
Atlanta Division | 1000 Mansell Exchange W. Suite 350, Alpharetta, GA 30022

EastwoodHomes.com

[Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

To unsubscribe from our emails, please reply to this email and type "Unsubscribe."

From: [Harmit Bedi](#)
Sent: Monday, November 7, 2022 11:40 AM
To: [Scott Dozier](#)
Cc: [Don Singer](#); [Kristen Riley](#); [Bob Bolz](#); [Stacy Harris](#); [Diane Callahan](#)
Subject: Application to Remove Stipulation and Revised Site Plan
Importance: High

	<p align="center">City of Dawsonville 415 Highway 53 East, Suite 100 Dawsonville, GA 30534 (706) 265-3256</p>	<p align="center">Zoning Amendment Application</p>
---	---	---

Application#: ZA C2300046

Applicant Name(s): EASTWOOD HOMES

Address: 1000 MANSELL EXCHANGE W. #350 City: ALPHARETTA Zip: 30022

Cell Phone: _____ Email: _____

Signature(s): Scott Dozier Date: 10/10/2022

Property Address: 592 HWY 53 WEST DAWSONVILLE GA 30534

Directions to Property from City Hall: TURN RIGHT ONTO HWY 53 WEST, AT THE

TRAFFIC CIRCLE, TAKE 1ST EXIT ONTO MAIN ST, CONTINUE ONTO

HWY 53/JASPER ST. PROPERTY ON RIGHT.

Tax Map Parcel #: 082 021 Current Zoning: RPC

Land Lot(s) 379, 380, 437, 438 District: 4TH Section: 1ST

Subdivision Name: VILLAS AT DAWSONVILLE Lot# _____

Acres: 38.55 Current use of property: OPEN LAND PASTURE RESIDENTIAL

Has a past request of Rezone of this property been made before? YES If yes, provide ZA# C9-00004

The applicant request: CHANGE zoning condition

Rezoning to zoning category: RPC Conditional Use permit for: _____

Proposed use of property if rezoned: RESIDENTIAL

Residential # of lots proposed: 90 Minimum lot size proposed SEE CONCEPT (Include Conceptual Plan)

Amenity area proposed YES, if yes, what WALKING PATH, GAZEBO, FIRE PIT

If Commercial: total building area proposed: N/A (Include Conceptual Plan)

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

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

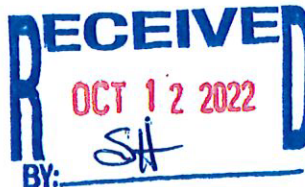
Road Access/Proposed Access: (Access to the development/area will be provided from)

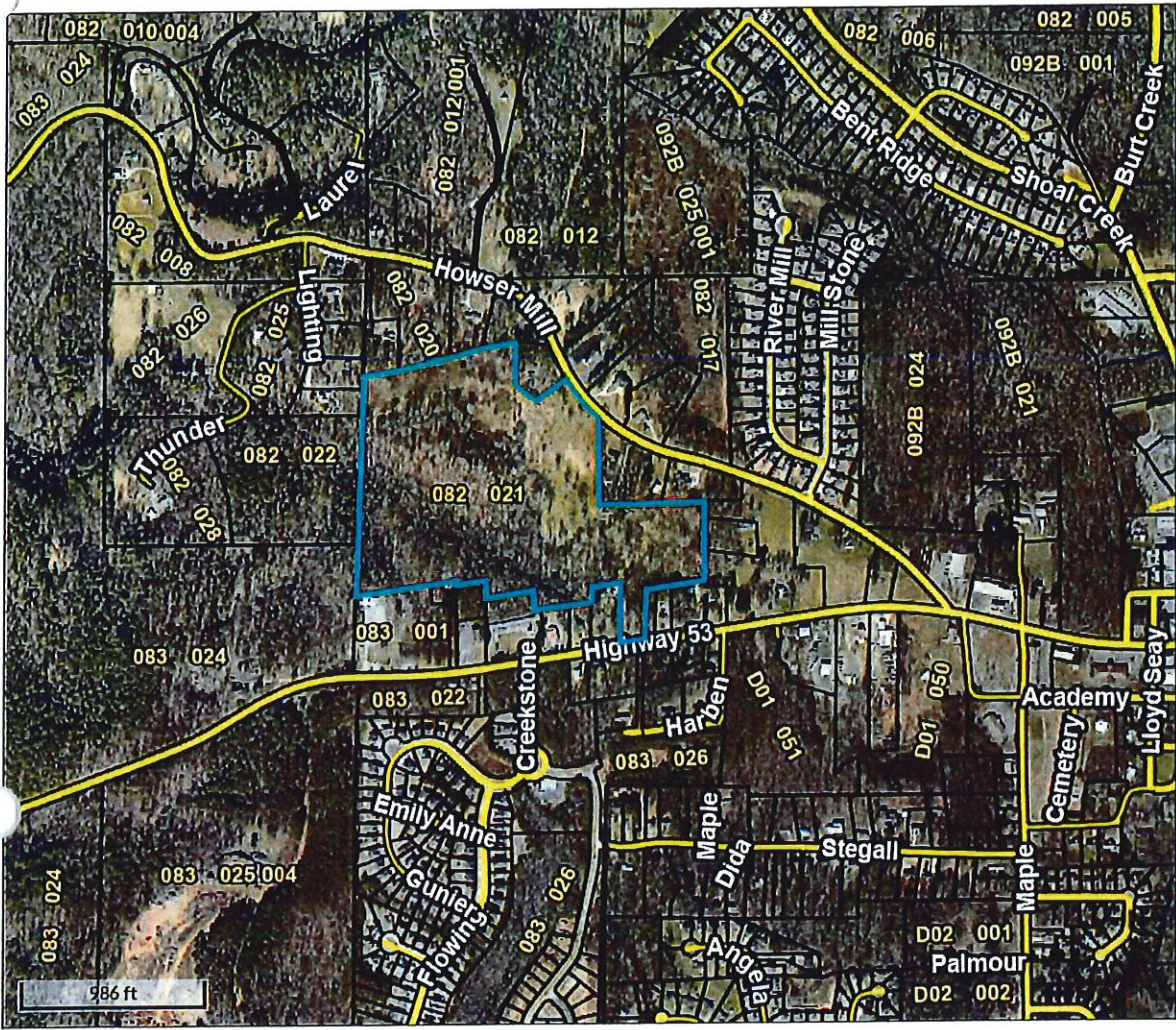
Road name: HWY. 53 Type of Surface: PAVED

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

DocuSigned by: Scott Dozier Date: 10/10/2022

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ <u>811.14</u> <u>437+438</u> Cash CC
Date of Planning Commission Meeting:	Dates Advertised:
Date of City Council Meeting:	Rescheduled for next Meeting:
Date of City Council Meeting:	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:





Overview

Legend

- Parcels

Parcel ID: 082 021
Alt ID: 5808
Owner: SONG SPARROW LLC
Acres: 38.58
Assessed Value: \$416600

Date created: 11/8/2022
Last Data Uploaded: 11/8/2022 1:18:26 AM

Developed by Schneider
GEOSPATIAL



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: FY 2021-2022 AUDIT PRESENTATION AND APPROVAL

CITY COUNCIL MEETING DATE: 12/05/2022

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 PRESENT THE FINANCIAL AUDIT FOR FY 2021-2022 BY BRYAN ST. PIERRE FROM
ALEXANDER, ALMAND & BANGS**

TO APPROVE THE FY 2021-2022 AUDIT AS PRESENTED

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: ETOWAH MASONIC LODGE – RECOGNITION OF CITY PARTICIPATING IN THE
VETERAN FLAG PROGRAM

CITY COUNCIL MEETING DATE: 12/05/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**ETOWAH MASONIC LODGE WOULD LIKE TO RECOGNIZE THE CITY FOR ITS EFFORTS TO
ASSIST WITH THE VETERAN FLAG PROGRAM**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: 2023 CITY OF DAWSONVILLE MUNICIPAL PROPERTY LEASES

CITY COUNCIL MEETING DATE: 12/05/2022

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 DISCUSS AND REQUEST APPROVAL FOR THE 2023 CITY OF DAWSONVILLE
MUNICIPAL PROPERTY LEASES**

HISTORY/ FACTS / ISSUES:

- **DAWSONVILLE HISTORY MUSEUM**
 - **DAWSONVILLE DISTILLING COMPANY, LLC**
 - **224 FLAT CREEK (RESIDENTIAL PROPERTY) – NO ACTION IS NEEDED AT THIS TIME;
THIS PROPERTY'S LEASE WAS RENEWED IN 2021 WITH AUTOMATIC RENEWAL FOR
2 TERMS**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

DRAFT

LEASE AGREEMENT

This Lease agreement (“Lease”) is entered into effective the **1st day of January, 2023** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **DAWSONVILLE HISTORY MUSEUM, INC.**, a Georgia non-profit corporation d/b/a Georgia Racing Hall of Fame, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 110, Dawsonville, Georgia 30534.

WITNESSETH:

WHEREAS, the Lessor 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 museum space is available for lease and suitable for Lessee’s use; and

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

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

1. Premises and Use. Lessee shall be permitted to occupy and utilize the areas of

the Premises depicted in Exhibit A, otherwise known as the Museum Space, for the purpose of operating the Georgia Racing Hall of Fame Museum, which shall be open to the public and maintain business hours as deemed appropriate by Lessee, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville. Notwithstanding anything to the contrary herein, the Lessor shall be permitted at no cost to Lessor to use the Alleyway, Men's and Women's Bathrooms and the Conference Room depicted upon Exhibit A for City sponsored events so long as said use does not materially interfere with the Lessee's reasonable use of these areas. If grant funding becomes available, the parties agree to negotiate in good faith to (a) increase the leased space to the Lessee, and (b) account for any loss in income occasioned by the City as a result of the necessary modifications of other leases.

2. Lease Term. This Lease shall commence on January 1, 2023, for the period of twelve months ("Lease Term") terminating on December 31, 2023. 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 Museum Space during the Lease Term which will be as follows:

A. Lessee will pay to Lessor Base Rent in the amount of \$250.00 (two hundred and fifty and no/100 dollars) per month for the Museum Space. Rent will be due and payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late. For any late payment received after the 10th of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

B. Lessee will pay to Lessor Percentage Rent in such amount as is determined by

subtracting the cost of retail purchases and donations from gross receipts from museum operations and multiplying that difference by 15% (fifteen percent). Percentage rent is capped each year at the amount that is paid by the City to an independent contractor for the purpose of providing management to the Dawsonville History Museum, plus the cost of any liability insurance coverage for such person. Percentage rent may be summarized by the following formula:

$$(Gross\ Receipts - (Cost\ of\ Retail\ Purchases + Donations)) * 15\% = Percentage\ Rent$$

Cost of retail purchases shall mean the funds expended by Lessee for products which Lessee resells in order to generate revenue including memorabilia, souvenirs, clothing, hats, and similar such items.

C. The payments referred to in Paragraph 4, Subparagraphs A and B shall be collectively referred to as "Rent." Rent will be due and payable by the 5th day of every month, and if not actually received by the City by the 10th of the month the rental payment shall be late. For any late payment received after the 10th of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

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

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, except as may be expressly assumed by Lessor in writing. Before holding any events where alcohol is sold or otherwise provided to attendees, whether or not it is an event of Lessee or some third party, Lessee

shall provide or cause a third party to provide a “liquor liability policy” which policy shall likewise name the City as an additional insured, and which shall have coverage limits commensurate with this paragraph.

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

City Manager or his designee must preapprove any expense by the Lessee that is believed to be incurred by the Lessor. Lessee will be responsible for any expense they initiated without pre-approval from the City.

8. **Utilization of City Employees and/or City Funds.** Lessee is responsible for the charge of utilizing City employees to perform work inside or outside of the museum not related to the maintenance of the museum that is the responsibility of the Lessor. The charge for the utilization of City employees will be billed monthly at the rate of \$20 per hour, per employee during regular business hours and \$30 per hour, per employee for work performed outside of regular business hours. Regular business hours are defined as Monday through Friday, 8:00 am to 4:30 pm.

Lessee will be required to request and receive approval for the utilization of City Employees from the City Manager or his designee forty-eight hours in advance. A request for utilization of City Employees does not guarantee they will be available.

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

Lessee's expense.

10. Office Supplies/Printer. Lessee is responsible for providing their own copier/printer, ink, toner, paper and other related office supplies for their operations.

11. 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.

12. Pest Control. Lessee, at its cost, shall at all times keep the Premises free of pests. Lessor may elect to implement a program of pest control and, in such event, Lessee hereby grants Lessor the right to enter the Premises and perform such spraying and/or inspections that Lessor deems appropriate, and Lessee shall reimburse Lessor for Lessee's share of the cost of such program. If Lessor does not elect to implement a pest control program, Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, displays or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least every month. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience

occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

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

14. 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.

15. 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 Museum Space during the Lease Term.

16. 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.

17. 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.

18. 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.

19. Relationship of parties. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the

other except as set forth herein. In the event that Lessor engages a person or entity for the purpose of providing management related to Lessee and Lessee's use of the Museum Space, such shall not change the relationship of the parties or anything in this Paragraph 19. The foregoing notwithstanding, the continued cooperation between Lessor, Lessee and any such individual or entity as determined in Lessor's discretion is a material term of this lease, and the lack of such cooperation may be grounds for termination of this Lease Agreement.

20. 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, including but not limited to the requirement to work in conjunction with any person or entity engaged by Lessor for management of the Museum Space, compliance with which is determined in Lessor's discretion. In the event Lessee defaults, Lessor may terminate this 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. Lessee shall communicate within ten (10) days following receipt of the notice of default whether or not it intends to cure the default. If Lessee communicates that it intends to cure the default, Lessee shall have thirty (30) days from its notice to Lessor to complete its cure, however, so long as Lessee is diligently pursuing a cure to its default, Lessor in its discretion may extend the time for cure an additional thirty (30) days. If the default is not cured within the cure period, or if Lessee fails to give notice that it intends to cure the default, then Lessor will be immediately entitled to take possession of the Museum Space. Lessee waives any further

right to notice prior to Lessor pursuing remedies other than those contained herein. Lessor shall be in default if it fails to comply with any of the requirements of this Lease applicable to Lessor. The foregoing notwithstanding, in the event a default of the Lessee poses or creates an imminent threat to life, health, or poses an immediate risk of substantial property damage or destruction, Lessor shall have the ability to immediately enter the premises in order to cure any such default.

21. 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.

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

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

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

25. 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.

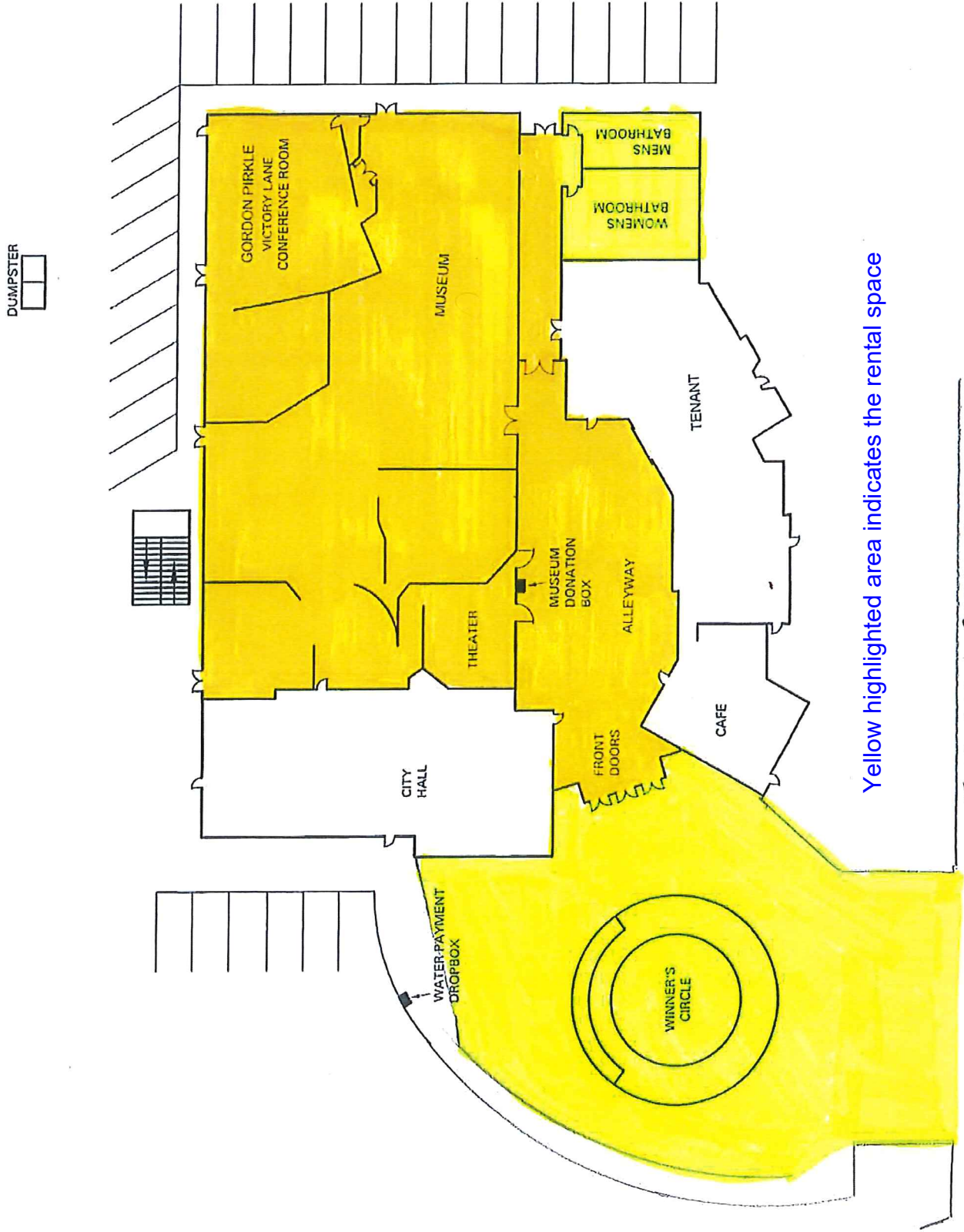
In witness whereof the parties have executed this Lease effective as of the date first above written.

LESSOR:
CITY OF DAWSONVILLE

LESSEE:
DAWSONVILLE HISTORY MUSEUM,
INC.

By: Mike Eason, Mayor

By: Calvin Byrd, CEO



Yellow highlighted area indicates the rental space

FOOD LION PARKING LOT
Exhibit "A"

CITY OF DAWSONVILLE

CITY OF DAWSONVILLE
415 HWY 53 EAST, SUITE 100
DAWSONVILLE, GA 30534

Phone: (706)265-3256
Fax: (706)265-4214

License Id: L2300090
Effective Date: 01/01/23
License Type: VAPE LICENSE
Business Name: EXPRESS FOOD MART
Legal Name: BIG H INTERNATIONAL INC
Business Location: 236 HIGHWAY 53 WEST, STE 110



BIG H INTERNATIONAL INC
EDDIE AKBARSHAH
236 HIGHWAY 53 WEST, STE 110
DAWSONVILLE, GA 30534

Expiration Date: 12/31/23

Summary of Services:

Description
VAPE LICENSE

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Conditions:

CITY OF DAWSONVILLE

CITY OF DAWSONVILLE
415 HWY 53 EAST, SUITE 100
DAWSONVILLE, GA 30534

Phone: (706)265-3256
Fax: (706)265-4214

License Id: L2300068
Effective Date: 01/01/23
License Type: VAPE LICENSE
Business Name: GOLD CREEK MARKET
Legal Name: SHREE GAJKARNA CORPORATION
Business Location: 2131 HIGHWAY 9 NORTH SUITE 100



SHREE GAJKARNA CORPORATION
SACHINKUMAR PATEL
2131 HIGHWAY 9 NORTH SUITE 100
DAWSONVILLE, GA 30534

Expiration Date: 12/31/23

Summary of Services:

Description
VAPE LICENSE

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Conditions:

CITY OF DAWSONVILLE

CITY OF DAWSONVILLE
415 HWY 53 EAST, SUITE 100
DAWSONVILLE, GA 30534

Phone: (706)265-3256
Fax: (706)265-4214

License Id: L2300077
Effective Date: 01/01/23
License Type: VAPE LICENSE
Business Name: CIRCLE K #2723318
Legal Name: CIRCLE K STORES INC
Business Location: 74 HIGHWAY 9 NORTH



CIRCLE K STORES INC
MARK OSTOITS
2550 W TYVOLA ROAD STE 200
CHARLOTTE, NC 28217

Expiration Date: 12/31/23

Summary of Services:

Description
VAPE LICENSE

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

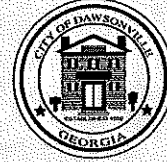
Conditions:

CITY OF DAWSONVILLE

CITY OF DAWSONVILLE
415 HWY 53 EAST, SUITE 100
DAWSONVILLE, GA 30534

Phone: (706)265-3256
Fax: (706)265-4214

License Id: L2300095
Effective Date: 01/01/23
License Type: VAPE LICENSE
Business Name: FOOD LION # 2132
Legal Name: FOOD LION, LLC
Business Location: 59 MAIN STREET, STE 100



FOOD LION, LLC
JOSEPH TODD PROCTOR
PO BOX 1330
SALISBURY, NC 28145

Expiration Date: 12/31/23

Summary of Services:

Description
VAPE LICENSE

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Conditions:

CITY OF DAWSONVILLE

CITY OF DAWSONVILLE
415 HWY 53 EAST, SUITE 100
DAWSONVILLE, GA 30534

Phone: (706)265-3256
Fax: (706)265-4214

License Id: L2300092
Effective Date: 01/01/23
License Type: VAPE LICENSE
Business Name: NEIGHBORHOOD CONVENIENCE STORE
Legal Name: MAMMA BUSINESS INC
Business Location: 75 HIGHWAY 9 NORTH
MAMMA BUSINESS INC
MOIZ PONJWANI
PO BOX 2037
DAWSONVILLE, GA 30534



Expiration Date: 12/31/23

Summary of Services:

Description
VAPE LICENSE
VAPE DEVICE-GRINDER
VAPE DEVICE-WEIGH
VAPE DEVICE-TORCH

Authorized Signature

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE

Conditions:



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: **SUPPORT OF GEORGIA HIGHLANDS MEDICAL SERVICES LETTER**

CITY COUNCIL MEETING DATE: 12/05/2022

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 AND EXECUTION BY MAYOR OF SUPPORT LETTER FOR
GEORGIA HIGHLANDS MEDICAL SERVICES**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

December 5, 2022

Todd Shifflet, CEO
Georgia Highlands Medical Services
475 Tribble Gap Road
Cumming, GA 30040

Dear Mr. Shifflet:

The City of Dawsonville is pleased to offer its support to Georgia Highlands Medical Services' request for funding from the Bureau of Primary Health Care to continue serving our community.

A culturally diverse and vibrant community, Dawsonville is a place where families, businesses, and lives thrive. The City offers everything to truly capture the spirit of good living. With sidewalks that connect all areas of the city, parks offering multiple activity opportunities, celebrations such as the Fall Festivals, dining delights, multiple entertainment and shopping venues, and more – Dawsonville is an active, prosperous community.

We are also very aware that there are many in our community who are low income and struggle to access health care services. We are grateful that Georgia Highlands Medical is present and providing access to those residents daily. Although opening your office in the City in 2017, we understand that you have provided access to care for Dawsonville residents at your location in Cumming for decades. Still, since opening in Dawsonville, you have continued to expand family practice services and, this past year, began offering pediatric services for low-income children. As many as 1,000 residents living in the 30534 Dawsonville zip code are being served, and that number continues to rise. You continue to partner and collaborate with other community organizations and support our City and community.

Likewise, Georgia Highlands Medical Services can count on the City of Dawsonville for support in your work. We are committed to working with you to achieve better health for our community and welcome the opportunity to assist in any way possible.

Sincerely,

Mike Eason
Mayor



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17**

SUBJECT: **BID SELECTION: NICHE COLUMBARIUM**

CITY COUNCIL MEETING DATE: **12/05/2022**

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 SELECT BID FOR NICHE COLUMBARIUM

HISTORY/ FACTS / ISSUES:

TWO BIDS RECEIVED AND ONE NON-RESPONSIVE

- **DAWSONVILLE MONUMENTS - \$10,500.00 EACH + \$950.00 DELIVERY OR \$21,000.00 FOR TWO UNITS + \$1,450.00**
 - **REMEMBRANCE MEMORIALS - \$20,000.00 EACH OR \$40,000.00 PLUS DELIVERY, ONLY ONE UNIT IS AVAILABLE AT THIS TIME**
 - **ROBERS-SHIELDS MEMORIAL COMPANY – NO BID, ATTEMPTS MADE 11/16/2022 AND 11/28/2022**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS PURCHASING TWO WITH ONE ORDER TO SAVE ON DELIVERY FEES FOR A TOTAL OF \$22,450.00. FUNDING AVAILABLE AND BUDGETED FOR IN THE CEMETERY FUND. PER BEARDEN FUNERAL HOME, 65% OF CUSTOMERS ARE CREMATED NOW WITH NO PLACE FOR HOUSE REMAINS.

REQUESTED BY: Trampas Hansard, Public Works Director



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 18

SUBJECT: BID SELECTION: WATER SUPPLY WELL

CITY COUNCIL MEETING DATE: 12/05/2022

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 APPROVE RESOLUTION #R2022-08 TO AWARD THE BID TO PRIME PUMP AND WELL, INC. IN THE AMOUNT OF \$79,650.00 TO BE PAID OUT OF THE FY 2023 CAPITAL ENTERPRISE BUDGET

HISTORY/ FACTS / ISSUES:

SOLE BID RECEIVED BY PRIME PUMP AND WELL, INC. FOR A PROJECT COST OF \$79,650.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVING RESOLUTION AS PRESENTED AND AWARDED BID TO PRIME PUMP AND WELL, INC.

REQUESTED BY: Jacob Barr, Utilities Operation Manager

RESOLUTION R2022-08

**A RESOLUTION OF THE CITY OF DAWSONVILLE
TO AWARD A CONTRACT CONCERNING THE WATER SUPPLY WELL**

WHEREAS bids were received by the City of Dawsonville November 15, 2022, for the Water Supply Well, and

WHEREAS the sole, responsible, responsive bidder is Prime Pump and Well, Inc. of Dahlonega, Georgia with a bid in the amount of \$79,650.00, and

WHEREAS the sole bidder, Prime Pump and Well, Inc., appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of Dawsonville hereby makes contract award of the construction contract to the sole bidder, Prime Pump and Well, Inc. of Dahlonega, Georgia, in the amount of \$79,650.00.

THIS RESOLUTION was passed by a vote of _____ to _____ at a regular meeting of the Mayor and Council on December 5, 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



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

November 28, 2022

Mayor and Council
City of Dawsonville
415 Highway 53 East Suite 100
Dawsonville, Georgia 30534

Attention: Mr. Bob Bolz, City Manager

Re: City of Dawsonville
Water Supply Well
Project No. 212468

We have checked the bids received November 15, 2022, on subject project. Below is a tabulation of the bids received.

<i>Contractor</i>	<i>Total Amount Bid</i>
1. Prime Pump and Well, Inc. Dahlonega, Georgia	\$79,650.00

We are enclosing a certified copy of the bid tabulation for the bid received. As indicated, the sole bidder is Prime Pump and Well, Inc. of Dahlonega, Georgia with a bid in the amount of \$79,650.00. Since the sole bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made Prime Pump and Well, Inc. of Dahlonega, Georgia in the amount of \$79,650.00.

We are also enclosing a sample resolution the City should consider adopting to make award of the construction contract

If the contract is awarded, please forward us a copy of the City's signed resolution. We will proceed with preparation of the contract documents for execution by both the contractor and the City.

If you have any questions concerning our recommendation, please call us.

Yours truly,



J. Lamar Rogers, P.E.
Turnipseed Engineers

JLR:ac
Enclosures

**CERTIFIED BID TABULATION
CITY OF DAWSONVILLE, GEORGIA
WATER SUPPLY WELL
PROJECT NO. 212468
BIDS RECEIVED NOVEMBER 15, 2022**

**THIS IS TO CERTIFY THAT THIS
IS A CORRECT TABULATION**



**J. Lamar Rogers, P.E.
Turnipseed Engineers
Atlanta, Georgia**

**CITY OF DAWSONVILLE, GEORGIA
WATER SUPPLY WELL**

**Prime Pump and Well, Inc.
Dahlonega, Georgia**

For furnishing all materials and equipment and performing all labor necessary for drilling, sterilization, aquifer tests and putting into operation a water supply well where shown on the Drawing and as specified for the following unit prices and approximate quantities shown.

Phase One - Construction of a 6" test well up to 600' and a one-hour airlift test

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	Mobilization / Demobilization	\$3,000.00	\$3,000.00
2.	50	LF	12" Temporary Casing	\$205.00	\$10,250.00
3.	70	LF	6" Temporary Casing	\$20.00	\$1,400.00
4.	530	LF	6" Drilling	\$20.00	\$10,600.00
5.	1	LS	Air Lift Flow Test	\$1,200.00	\$1,200.00
6.	1	LS	Well Disinfection	\$300.00	\$300.00

Total Amount Bid, Phase One Items 1 through 6 Inclusive, in the amount of: \$26,750.00

Phase Two - Construction of a 8" production well and aquifer test

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	Mobilization / Demobilization	\$3,000.00	\$3,000.00
2.	70	LF	Removal of 6" Casing	\$20.00	\$1,400.00
3.	70	LF	8" Permanent Casing	\$100.00	\$7,000.00
4.	350	LF	Ream Borehole from 6" to 8"	\$40.00	\$14,000.00
5.	1	LS	Air Lift Flow Test	\$1,200.00	\$1,200.00
6.	1	LS	Well Disinfection	\$300.00	\$300.00
7.	1	LS	Aquifer Testing and Disinfection	\$24,000.00	\$24,000.00

Total Amount Bid, Phase Two Items 1 through 7 Inclusive, in the amount of: \$50,900.00

Phase Three – Well abandonment (If Ordered By The Engineer) according to Georgia EPD well abandonment guidelines

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	LS	Mobilization / Demobilization	\$0.00	\$0.00
2.	1	LS	Well Disinfection	\$2,000.00	\$2,000.00

Total Amount Bid, Phase Three Items 1 through 2 Inclusive, in the amount of: \$2,000.00

**TOTAL AMOUNT BID, PHASES ONE THROUGH THREE INCLUSIVE,
THE AMOUNT OF:**

\$79,650.00



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 19

SUBJECT: 2023 MAYOR PRO TEMPORE APPOINTMENT

CITY COUNCIL MEETING DATE: 12/05/2022

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 APPOINT THE 2023 MAYOR PRO TEMPORE AS PER SECTION 2.20 OF THE CHARTER

HISTORY/ FACTS / ISSUES:

CURRENT MAYOR PRO TEMPORE IS JOHN WALDEN

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 20

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 12/5/2022

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 PROVIDE PROJECT UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER REPORT

FOR NOVEMBER 30, 2022, FOR DECEMBER 5, 2022, MEETING

Christmas Tree Lighting: This special event was records broken all around with the best crowds ever, most parade floats ever (43+), the Tiger Marching Band, most Jingle Market vendors ever (51+), live entertainment, Santa Claus, gingerbread house contest, and more Christmas lights than in years past. Food truck vendors included, Old Dad's Wings, Eggroll Boys, Brookton Catfish, Chuey's Tacos, Southern Local Nuts, Because Coffee, Pattikakes, and Nationwide Concessions. Our city float took third place. Kudos to city personnel, the Chamber of Commerce, all our sponsors, and everyone involved, and especially Event Coordinator Sara Beacham.

Water Meter Upgrade: This project is complete and went live. The first day we identified and were able to let 16 residents know about leak problem. The daily downloads identify leaks and enable us to alert the customers so problems can be resolved.

New Well, #112: We received bids and can report that Prime Pump had the lowest bid at \$79,600.00 to drill the well. This is a bit lower than we anticipated. We will recommend to the City Council to award this bid. Once the well is approved, drilled and we know what the water flow rate is, we can then put the filter/pump system out to bid.

Ambulance Purchase – LOST Negotiations: We cut check for \$373,027.00 to the BOC for the new ambulance we agreed to purchase in the LOST negotiations.

Georgia Mountains Regional Commission Banquet: The city was proud to host the GMRC Banquet in the Gordon Pirkle Room with a catered Meal from Ruby's. During the meeting, among other business, the ARC presented the city with a check of \$30,000.00 to go toward our downtown strategic plan.

Niche Columbarium: Over 65% of families are choosing to have their loved ones remains cremated and this was never more prevalent than during the pandemic. For several months we have been researching and visiting niche columbarium in Dahlonega and Cumming. The Public Works Director Trampas Hansard has obtained bids for a niche columbarium for the cemetery. We obtained bids from three companies, including Dawsonville Monuments (\$10,500.00 each + \$950.00 deliver fee OR \$21,000.00 for two units + delivery charge of \$1,450.000, Remembrance Memorials (\$20,000.00 each + delivery OR \$40,000.00 + delivery charge for two, only one available at this time), and Robers-Shield Memorial Company (after multiple contacts, they chose to not submit a bid). Based on these bids, staff will be recommending purchase of two from Dawsonville Memorials for \$21,450.00 budgeted for and paid for out of the cemetery fund.

Key Card System: The key card system installation is currently underway.

Downtown Strategic Plan Grant from ARC: Downtown Director Amanda Edmondson has prepared a second draft RFP we are finalizing for review by legal before sending out to potential vendors.

Civitan Grant: The Dawsonville Civitan Club awarded the city grants totaling \$11,900.00. \$1,900.00 for a sidewalk from the senior home connecting to one of our sidewalks to be built leading into Main Street Park. \$10,000.00 has been allocated for improvements to the special needs portion of the Main Street Park playground. Much thanks to a wonderful civic club for other great donations.

Amicalola Electric Membership Corporation Grant: On behalf of the city, Clerk Bev Banister and Public Works Director Trampas Hansard accepted a \$10,000.00 grant from the AEMC Board of Directors which will go towards safety netting around portions of the playground to prevent disc golfers from accidentally sailing frisbees and hitting a child. The netting installation is finished looks good. Much thanks to AEMC for their support of the community.

Governor's Office of Planning & Budget Grant for Water System Infrastructure due to Population Increase: No news on the grant we applied for offered by the Governor's Office of OPD that can be awarded to municipalities experiencing significant population increases. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We already had budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of up to \$896,220.00

Comprehensive Plan: Planning & Zoning Director Harmit Bedi has been spending a good deal of time developing and planning this project. He has spoken to each city commission seeking volunteers for the steering committee as well as several local citizens. This process should start meeting in January.

Impact Fees Study: The Finance Administrator continues to gather information and provide to Georgia Mountain Regional Commission for the Impact Fee Study and staff are working to assemble the requested information.

Wastewater Treatment Plant: We await comments from USDA with regards to the package Turnipseed Engineering submitted for their permitting process and funding consideration. The project is also currently under EPD permitting review.

Deputy Program with Sheriff's Office: Deputy Jacob Champion has returned to his regular schedule which includes work every other weekend. They have hired our second officer who will soon begin his FTO program with Champion.

Moonshine Festival: This event had record crowds and beautiful weather.

Georgia Racing Hall OF Fame Ghost Walk: This SRHOF special event scheduled for October 27-28 was another great success.

Farmer's Market: The Farmer's Market has closed for the season and reported a great year.

Main Street Park Projects:

- **Disc Golf:** Signs and maps have been installed.
- **Basketball Court:** Bids for the grading portion of this project are to be opened December 6th.
- **Pickleball Courts:** Bids for the grading portion of this project are to be opened December 6th.
- **Sidewalk to Main Street Park from Care Facility:** This project is complete. Much thanks to the Civitan Club for financing a portion of this addition.
- **Shade:** Staff continue researching shade for various locations in the park.

- **Skate Park Expansion:** Staff are estimating cost for expansion of this amenity.
- **Small Bathroom between Shelter #3 and Skate Park/Court Area:** We are working identify a modular rest room that can be set on site after grading and hooked up to utilities.
- **Stage:** Staff are researching the purchase of a hydraulic, mobile stage, similar to what we used at the tree lighting event. Since it is portable it can be set up and taken down in a few hours. This idea is opposed to an amphitheater. Our concerns for an amphitheater include cost, additionally facility would sit outside, weather, and possibly get vandalized. As we develop more research, we will present pros, cons, and a recommendation soon.
- **Dog Park:** Eagle Scout candidate Palmer Hartley has finished his project complete with obstacles for the dogs, signage, and an entry way. The sidewalk is complete and landscape work should start within the month.
- **Bridge & Trail to Library:** EPD approved a culvert at the location where the bridge was to be constructed connecting Main Street Park to the library via walkway. The IGA was approved by the BOC on October 6th.
- **Geocaching Site:** Geocaching is a sport that is growing in popularity. There has existed a cache at the GRHOF for years. We have been approached by a volunteer geocaching enthusiast that wants to install and will maintain three sites, one in Main Street Park, one at the Dog Park, and one at Wallace Park. Staff have met with her, and we are awaiting her official proposal.
- **Splash Pad:** Research into the possibility of adding this amenity is underway. I will attach some 3-D renderings for four pads with cost estimates. These are for flow-through water not recycled.

Old Cemetery to National Register of Historic Places: Pre-pandemic, the city was working on getting the cemetery listed on the National Register of Historic Places. The process got put on hold due to the pandemic. Staff are working with Joe Rothwell at Georgia Mountain Regional Commission and have restarted this project.

Leak Adjustments: 5 Leak Adjustment this month.

Water \$416.58 Sewer \$659.42 Total \$1,076.00

Calendar YTD \$16,693.24

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2022 - November 30, 2022

42%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 2,163,050	\$ 1,038,163	48.00%
Licenses and permits	91,900	56,235	61.19%
Intergovernmental revenues	6,000	-	0.00%
Fees	256,975	55,191	21.48%
Other	796,326	81,181	10.19%
	<u>3,314,251</u>	<u>1,230,770</u>	<u>37.14%</u>
EXPENDITURES			
Department:			
Council	134,400	55,355	41.19%
Mayor	22,860	6,721	29.40%
Elections	15,000	-	0.00%
Administration	1,769,862	902,270	50.98%
City Hall building	163,694	52,008	31.77%
Animal control	1,536	100	6.51%
Roads	584,363	262,770	44.97%
Parks	65,528	50,644	77.29%
Planning and zoning	440,008	187,960	42.72%
Economic development	117,000	5,000	4.27%
	<u>3,314,251</u>	<u>1,522,828</u>	<u>45.95%</u>
TOTAL REVENUES OVER EXPENDITURES		(292,058)	
Transfer in From Reserves		<u>292,058</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2022 - November 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 800,000	\$ 317,955	39.74%
Sewer fees	900,000	370,515	41.17%
Garbage fees	230,200	98,454	42.77%
Miscellaneous	<u>357,683</u>	<u>192,591</u>	<u>53.84%</u>
 Total revenues	 <u>2,287,883</u>	 <u>979,515</u>	 <u>42.81%</u>
EXPENDITURES			
Depreciation	574,000	202,932	35.35%
Garbage service	230,200	87,315	37.93%
Group insurance	164,000	79,950	48.75%
Insurance	-	455	#DIV/0!
Interest	87,450	28,358	32.43%
Payroll taxes	31,000	11,600	37.42%
Professional	193,000	182,477	94.55%
Miscellaneous	149,311	33,188	22.23%
Repairs/supplies	229,000	77,057	33.65%
Retirement	24,000	10,594	44.14%
Salaries	355,672	155,100	43.61%
Technical services	77,000	29,814	38.72%
Utilities	<u>173,250</u>	<u>52,112</u>	<u>30.08%</u>
 Total expenditures	 <u>2,287,883</u>	 <u>950,952</u>	 <u>41.56%</u>
 INCOME (LOSS)		 <u><u>28,563</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VI
 July 1, 2022 - November 30, 2022

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	100	215	215.00%
Other	42,900	-	0.00%
	<u>43,000</u>	<u>215</u>	<u>0.50%</u>
Total revenues			
	<u>43,000</u>	<u>215</u>	<u>0.50%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	44,219	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	34,000	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	3,000	33.33%
Parks and recreation	-	-	0.00%
	<u>43,000</u>	<u>47,219</u>	<u>109.81%</u>
Total expenditures			
	<u>43,000</u>	<u>47,219</u>	<u>109.81%</u>
TOTAL REVENUES OVER EXPENDITURES		(47,004)	
Transfer in From Reserves		<u>47,004</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VII
 July 1, 2022 - November 30, 2022

SPLOST VII

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	1,599,900	475,690	29.73%
Interest	100	1,617	1617.00%
Other	-	-	0.00%
	<u>1,600,000</u>	<u>477,307</u>	<u>29.83%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	-	0.00%
Land Acq. / Downtown	789,000	689,000	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	677,000	-	0.00%
Public works equipment - water	34,000	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	100,000	-	0.00%
	<u>1,600,000</u>	<u>689,000</u>	<u>43.06%</u>
TOTAL REVENUES OVER EXPENDITURES		(211,693)	
Transfer in From Reserves		<u>211,693</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	