

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, June 7, 2021**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Mark French, Councilmember John Walden, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Finance Administrator Robin Gazaway and Utilities Operation Manager Jacob Barr.  
  
Councilmember Phillips was not present.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason asked the residents to be in prayer for Roger Slaton's family; he recently passed away. Councilmember Walden announced his U8 All Star Girls Softball team took first place at the tournament and will be heading to Regionals. Mayor Eason reminded residents about Food Truck Friday this week on June 11, 2021, and the next one scheduled for July 9, 2021 which will also have a movie shown in the park afterwards sponsored by Mountain Lake Church.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by W. Illg. Vote carried unanimously in favor. (3-0)
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, c, d) made by M. French; second by W. Illg. Vote carried unanimously in favor. (3-0)
  - a. Approve Minutes
    - Regular Meeting and Work Session held May 21, 2021
    - Executive Session held May 21, 2021
  - b. Approve Dawson County Chamber of Commerce FY 2022 Agreement with the City
  - c. Approve Resolution and Adoption Agreements for Additional Retirement Plan
  - d. Approve Georgia Mountain Regional Commission Reappointment of Betsy McGriff

**PUBLIC HEARING**

8. **ANX C2100192 and ZA C2100192:** Charles Alan Barge has petitioned to annex into the city limits of Dawsonville the 44.82 acres combined tracts known as TMP 070 050, located at 612 Duck Thurmond Rd, 2.98 acres; TMP 070 004, located at 690 Duck Thurmond Rd, 2.95 acres; TMP 069 037 located at 694 Duck Thurmond Rd, 14.46 acres; TMP 069 089, located at 788 Duck Thurmond Rd; 2.96 acres; TMP 069 036, located 840 Duck Thurmond Rd, 14.38 acres; TMP 069 073, located at 914 Duck Thurmond Rd, 7.09 acres; with a request to rezone from County Zoning of RSRMM (Residential Sub-Rural Manufactured/Moved) to City Zoning of R1 (Single Family Residential). Public Hearing Dates: Planning Commission on May 10, 2021 and City Council on June 7, 2021. City Council for a decision on June 21, 2021.

Motion to open the public hearing made by W. Illg; second by M. French. Vote carried unanimously in favor. (3-0). Mayor Eason conducted the public hearing.

The following person spoke in favor of the request:

- Cheryl Capwell, 202 Beech Tree Hollow, Sugar Hill, GA – She spoke on behalf of the developer/applicant providing details regarding the concept plan of the development along with information supporting the request to annex into the City.

No one spoke in opposition.

Motion to close the public hearing made by M. French; second by J. Walden. Vote carried unanimously in favor. (3-0)

Mayor Eason confirmed with the City Attorney that the City has not received an objection from the County and stated the item will be on the June 21, 2021 City Council meeting for a decision.

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- 9. PROPOSED FY 2021-2022 BUDGET:** Motion to open the public hearing made by W. Illg; second by J. Walden. Vote carried unanimously in favor. (3-0)

Finance Administrator Robin Gazaway provided a brief overview of the budget including some changes. No one spoke in favor or opposition of the budget.

Motion to close the public hearing made by J. Walden; second by W. Illg. The Mayor and Councilmembers complimented the staff and particularly Ms. Gazaway's efforts on developing the budget noting the hard work that goes on behind the scenes while its being developed. Vote carried unanimously in favor. (3-0)

**BUSINESS**

- 10. FIFTY-FOURTH ANNUAL MOUNTAIN MOONSHINE FESTIVAL:** Kare for Kids Executive Director, Tiffany Buchan provided the preliminary information regarding the setup of the upcoming Moonshine Festival in October. The discussion included placement of one and two-day vendors and food vendors, traffic, parking, road closures, trash, plans for restrooms and the concerns surrounding the use of the Food Lion parking lot. Tom French and Shirley Hawkins from Kare for Kids also spoke. Mike Eason stated he would like to have the final plan presented for approval at the August 2, 2021 City Council meeting.
- 11. PLAN REVIEW ENGINEERING SERVICES CONTRACT:** City Manager Bolz explained the need to have additional on demand service providers for plan review in the Planning and Zoning department. Motion to approve the quotes from engineering firms Peoples and Quigley, Inc. and Charles Abbott Associates, Inc. for on demand plan review services made by M. French; second by W. Illg. Vote carried unanimously in favor. (3-0)
- 12. SPEED HUMP HOMEOWNER'S ASSOCIATION (HOA) POLICY:** Motion to approve the Speed Hump HOA Policy as presented made by M. French; second by J. Walden. Vote carried unanimously in favor. (3-0)
- 13. BUDGET AMENDMENT REQUEST FOR CONCRETE PADS FOR EXERCISE STATIONS:** Motion to approve a budget amendment in the amount of \$15,495.68 from General Fund Reserves for the construction of concrete pads for the exercise stations in Main Street Park awarded to Jerry Townley Concrete made by J. Walden; second by M. French. Vote carried unanimously in favor. (3-0)
- 14. INTERGOVERNMENTAL AGREEMENT FOR SPECIAL PURPOSE LOCAL OPTION SALES TAX:** Motion to approve the Intergovernmental Agreement for the Special Purpose Local Option Sales Tax made by J. Walden; second by M. French. Vote carried unanimously in favor. (3-0) "Exhibit A"
- 15. INTERGOVERNMENTAL AGREEMENT FOR DOWNTOWN PARKING:** Motion to approve the Intergovernmental Agreement for Downtown Parking made by J. Walden; second by W. Illg. Vote carried unanimously in favor. (3-0) "Exhibit B"
- 16. INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT:** Motion to approve the Intergovernmental Agreement for Law Enforcement and approve a budget amendment in the amount of \$156,028.56 from General Fund Reserves (60%) and Enterprise Fund Reserves (20% Water/20% Sewer) to fund the positions for one year made by J. Walden; second by M. French. Vote carried unanimously in favor. (3-0) "Exhibit C"
- Councilmember French left the Council Chambers.*
- 17. RECOGNIZE FORMER COUNCILMEMBER STEPHEN TOLSON:** Mayor Eason announced Stephen Tolson was unable to make the meeting but wanted to thank him for his service to the City and the residents. He served almost four years and was an asset to the Mayor and City Council.

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**18. RECOGNIZE RETIRING CITY ATTORNEY DANA MILES:** Mayor Eason recognized former City Attorney Dana Miles for the years of service he provided to the City; the Mayor and Council presented him with a clock in honor of his service.

*Councilmember French returned to the Council Chambers.*

**ADJOURNMENT:**

At 6:05 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor. (3-0)

*Approved this 21<sup>st</sup> day of June 2021.*

By: CITY OF DAWSONVILLE

*absent*

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

*Caleb Phillips*

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

*William Illg*

\_\_\_\_\_  
William Illg, Councilmember Post 2

*John Walden*

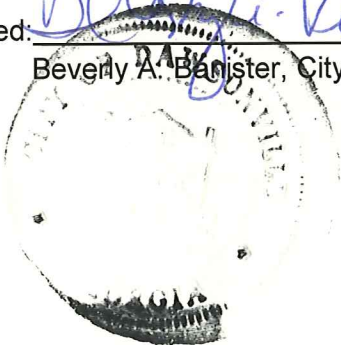
\_\_\_\_\_  
John Walden, Councilmember Post 3

*Mark French*

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

Attested:

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



**STATE OF GEORGIA  
COUNTY OF DAWSON**

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

This Intergovernmental Agreement (the "Agreement") is made this 7 day of June, 2021 by and between Dawson County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the "City"), a municipal corporation. The County and the City do hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent County Special Purpose Local Options Sales Tax (the "SPLOST") for purposes of financing capital outlay projects for the use and benefit of the County and the qualified cities within the County; and

**WHEREAS**, the County and the City met together on November 17, 2020, to discuss possible projects for inclusion in the SPLOST referendum in substantial conformity with the requirements of Section 48-8-111(a) of the Act; and

**WHEREAS**, Section 48-8-111(a)(1) of the Act authorizes capital outlay projects that may be funded by the County or one or more "qualified municipalities" within the special district of the County; and

**WHEREAS**, the County and the City desire to execute an intergovernmental agreement memorializing their agreement on the SPLOST;

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

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

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

(b) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in

compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(c) It is the intention of the County and the City to comply in all respects with O.C.G.A. § 48-8-110 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, et seq.

**Section 2. Conditions Precedent.** The obligations of all parties under this Agreement are conditioned upon the following prior event: the collection of SPLOST revenues by the State of Georgia Department of Revenue and its transfer of the same to the County.

**Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax.** The SPLOST shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$60,000,000.00 (sixty million dollars) (after deduction of collection fees by the State of Georgia Department of Revenue). The parties agree to split the amount actually collected on the following basis: first, to the County for purposes of funding a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million; then 88% to the County and 12% to the City (subject to the funding distribution process set forth in Section 7(c)). The tax shall be imposed for a period of six (6) years with collections beginning on July 1, 2021.

**Section 4. Effective Date and Term of This Agreement.** This Agreement shall commence upon the date of its execution and shall terminate upon the expenditure by the County and the City of the last dollar of money collected from the SPLOST even if such expenditure is made after the expiration of the SPLOST.

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

- (a) All capital outlay projects to be funded in whole or in part from SPLOST proceeds (the "Projects") are listed in Exhibit A for the City and Exhibit B for the County, which exhibits are attached hereto and made part of this Agreement.
- (b) Within each party's Project list, all Projects shall be deemed to have equal priority and the Projects may be funded in any order in the discretion of the responsible party. All Projects described in this Agreement shall be funded from proceeds from the SPLOST, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects, then each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall, and/or to eliminate the last-funded Project(s) if funding is insufficient. Neither party shall have the obligation to fund any Project from non-SPLOST revenues. (Nothing in this Agreement shall be deemed to control or supersede any other agreement between the County and City that may describe a party's commitment to fund a Project or a commitment as to the timeline of completion of such Project.)

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

- (a) A special fund or account shall be created by the County and designated as the 2021

Dawson County Special Purpose Local Option Sales Tax Fund ("County SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) The City shall create a special fund to be designated as the 2021 Dawsonville Special Purpose Local Option Sales Tax Fund ("City SPLOST Fund"). The City shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by the City upon such terms and conditions as may be acceptable to the City.

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

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

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

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

(c) The parties will divide the actual proceeds collected by, first, collecting an amount sufficient to fund a new emergency operations center and E911 emergency communications system, at an estimated cost of \$8.5 million. After the first \$8,500,000.00, the City shall receive the next \$1.5 million in SPLOST proceeds which proceeds shall count towards its 12% SPLOST proceeds share. At that point SPLOST proceeds shall be adjusted so that the City receives 8.7% of the SPLOST collections and the County receives 91.3% of the SPLOST collections until such time as their total SPLOST collections after the first \$8,500,000.00 balances out to the City receiving 12% and the County receiving 88%. From that point forward (i.e. after \$50,000,000 in total collections), SPLOST proceeds shall be distributed 88% to the County and 12% to the City. The parties understand that the distribution amounts listed in in Exhibit A and Exhibit B are based on the assumption that the SPLOST raises the estimated amount of \$60,000,000.00 (sixty million dollars) after retention of fees by the Georgia Department of Revenue.

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

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

(b) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-121(a)(2), which requires that certain information be included in the annual audit of the County and the City. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and the City's SPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. The City shall provide the County a copy of its annual audit, and the County shall provide the City a copy of the County's annual audit.

(c) The governing authority of the County and the governing authority of the City shall comply with the requirements of O.C.G.A. § 48-8-122, which requires the publication of annual reports concerning expenditures for the Projects.

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

**Section 9. Completion of Projects.**

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

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

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

(d) The County and the City agree that each approved SPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST collection period. Any SPLOST proceeds held by a County or City at the end of the five-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-121(g)(2).

**Section 10. Administration.** The County shall administer the County SPLOST Fund to effectuate the terms of this Agreement.

**Section 11. Default.** The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

**Section 12. Liability for Noncompliance.** The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that the one party fails to comply with the requirements of the Act (O.C.G.A. § 48-8-110 et seq.), the other party shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

**Section 13. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Section 14. Governing Law.** This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

**Section 15. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**Section 16. Entire Agreement.** This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth; provided however, that the County and City agree and acknowledge that they are entering into this Agreement in conjunction with a Settlement and Release Agreement of even date herewith, and that the execution of this Agreement is material consideration for such Settlement and Release Agreement. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

**Section 17. Amendments.** This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

**Section 18. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:




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

[Signatures on Next Page]

IN WITNESS WHEREOF, all parties hereto agree.

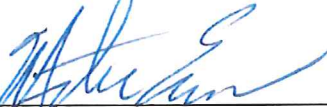
**DAWSON COUNTY, GEORGIA**

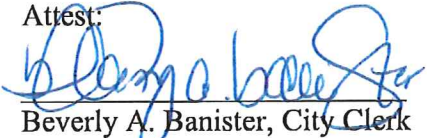
By:   
Billy Thurmond, Chairman

Attest:  
 06-03-2021  
Kristen Cloud, Clerk Date



**CITY OF DAWSONVILLE**

By:   
Mike Eason, Mayor

Attest:  
 June 7 2021  
Beverly A. Banister, City Clerk Date



**EXHIBIT A**

### City of Dawsonville SPLOST VII Project List

Category	Project	Description	Cost Estimate
Roads, Streets, Bridges & Sidewalks	Deep patch repair, milling, repaving of:	Maple Street	\$2,000,000.00
	Deep patch repair, milling & repaving of:	Pearl Chambers Dr, Court, Way	
		Richmond Drive	
		Stegal Place	
		Stonewall subdivision	
		Rain Hill subdivision	
		Burt's Crossing I subdivision	
		Creekstone subdivision Phase I	
	Existing Assset Maintenance		
	Sidewalk Improvements		
	Intersection Improvements		
Land Acquistion	Land Acquisition for various needs	Water/Sewer Easements	\$ 485,000.00
		Farmer's Market expansion	
		Parking Improvements	
		Intersection improvements	
		Parking needs	
		Fargrounds	
		Road Improvements	
Water - Sewer Projects	Construct tertiary waste water plant	Expand sewage capacity	\$2,120,000.00
	Upgrade wells, Water Lines, Lift Stations		
Public Works Facilities & Equipment	Public Works vehicles & equipment	New and replacement	\$ 121,000.00
	Utility Departme vehicles & equipment	New and replacement	
Parks & Recreation	Main Street Park Phases III & IV	Construct picnic shelters	\$ 605,000.00
		Install fitness stations	
		Construct dog park	
		Construct disk golf course	
		Construct Amphitheater	
		Splash pad	
		Misc. trail/amenities	
		Construct maintenance facility	
		Construct bocce ball courts	
		Construct pickle ball facility	
Downtown Revitalization	Downtown Beautification	Street scapes, planters, etc.	\$ 304,000.00
	Additional Parking	Academy Avenue parking	
	Public Restroom	Downtown restroom	
City Hall Facilities	Building maintenance & improvements	Building Improvements	\$ 545,000.00
	Parking	Parking improvements	
<b>TOTAL SPLOST VII</b>			<b>\$6,180,000.00</b>

**EXHIBIT B**

Dawson County SPLOST VII Project List			
Department/Elected Official	Project	Description	% of Total SPLOST
Level 2 Countywide Projects			
Public Safety Projects	New Emergency Operations Center- E911- Emergency Communications System	New construction of EOC and E911 center, and Radio System	
		\$ 8,500,000.00	
		\$ 8,500,000.00	% of Total SPLOST
Other County Projects			
Information Technology (IT)	IT Infrastructure	Various IT infrastructure upgrades	2.91%
Administrative Office Renovation	Administrative Building	Renovation of Existing Office Buildings	0.97%
Public Safety Vehicles and Equipment	Fire Engine Replacements Ambulance Replacement Fire Station Replacement Training Burn Building Replacement	Replace three Fire Engines and Equipment Replace of 5 Medunits and equipment Replace existing fire Stations Replace existing burn building	16.60%
Sheriff Services	Roof on Law Enforcement Center Courthouse Security Upgrades Sheriff Vehicles and Equipment	New roof on LEC New Courthouse security upgrades and replacement New vehicle and equipment replacement	6.60%
Public Works	Public Works Vehicles and Equipment County Road and Culvert Projects	New Vehicles and Equipment replacements Existing asset Road improvement projects	36.70%
County Administration	Vehicle and Equipment Replacement Fueling Center	New/Replacement Vehicles New Fueling Center	4.08%
Park and Recreation	Veterans Park Improvements  Rock Creek Park Improvements	Playground Replacement Football field Artificial Turf Multi purpose Field Artificial Turf Playground Replacement New Small Playground Special Needs Baseball/Softball Field Asphalt parking/trail replacement New playground Replacement Fishing Pier Paving Primitive Hiking Trails Canoe Launch	11.20%
Public Health	Etowah River Road Canoe Park New Public Health Building	New construction of Public Health building	4.85%
Development Authority	Industrial Park Expansion	Industrial Park expansion and site improvements	3.88%
		\$ 45,320,000.00	
		\$ 6,180,000.00	
		\$ 60,000,000.00	

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT FOR SHARED PARKING AT COUNTY  
FACILITIES IN DAWSONVILLE**

The City of Dawsonville (hereinafter "City"), and Dawson County (hereinafter "County") (collectively "parties") hereby enter into this intergovernmental agreement (the "Agreement") as follows:

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, authorizes the parties to enter into an agreement for the joint use of facilities, but such contracts must deal with activities, services, or facilities that the parties are authorized by law to undertake or provide;

**WHEREAS**, the parties are authorized to provide streets, roads, and parking facilities pursuant to Article IX, Section II, Paragraph III of the Constitution; and

**WHEREAS**, the parties recognize the benefits that will result from increasing the number of available parking spaces available for public use in downtown Dawsonville;

**NOW THEREFORE**, in consideration of the mutual benefits to the parties hereto and all of the citizens they represent and other good and valuable consideration as set forth herein below, the parties enter into this Agreement upon the following terms, conditions, and stipulations:

**1. City Parking Use of Dawson County Parking Facilities**

- A. The parties acknowledge that the County owns certain parking lots and parking spaces within the corporate limits of the City of Dawsonville, and acknowledge that during the term of this Agreement the County may (in its sole discretion) acquire or develop additional parking lots and parking spaces within the corporate limits of the City of Dawsonville. All such lots and spaces, as they currently exist or as they may be developed or modified in the future, shall be deemed the "Parking Facilities" for purposes of this Agreement. The Parking Facilities specifically exclude any parking spaces or lots that are fenced off or restricted by signage as reserved for a public safety/public health purpose, including without limitation, restricted-access spaces associated with the County courthouse/jail. Nothing in this Agreement will prevent the County from restricting, relocating or modifying any of the Parking Facilities in its sole discretion.
- B. Except as otherwise provided for in this Agreement, the County shall make the Parking Facilities available for City parking uses at all times other than: (1) normal County business hours; (2) during special County events, to the extent events may require space or parking at one or more Parking Facilities; and (3) as access may be limited by the County for public safety purposes or for repairs or alterations to the Parking Facilities.
- C. Normal County business hours are defined as Monday through Friday (excluding County holidays) during the published hours of the County facility served by the applicable Parking Facility, and if none, then 8:30am until 5pm. Allowable City parking uses of the Parking Facilities include the parking of City vehicles and the

opening of the Parking Facilities to the public for general public parking.

**2. Restrictions on Use**

Use of the Parking Facilities by City and the public shall be subject to any rules and regulations promulgated by the County for public safety and public order, provided that such rules shall not unreasonably interfere with the intended purpose of this Agreement, which is to expand the public's ability to access free parking in downtown Dawsonville.

**3. Special Events and Other Special Uses**

At least once a year, the parties shall coordinate to develop a calendar of dates on which the Parking Facilities may be specially impacted, such as special events where intensive use of the Parking Facilities is anticipated, and dates on which County repair/maintenance will take place. If not reflected on the calendar, and except in emergency situations, each party shall provide at least one week's advance (informal) notice to the other party of any event that would significantly impact the use of the Parking Facilities. The City shall promptly clean up the applicable Parking Facilities after a major City event, to the condition existing prior to the event.

**4. Term of Agreement**

The term of this Agreement shall be for the length of the imposition of the SPLOST VII tax, which is anticipated to begin on July 1, 2021 and end on June 30, 2027. With mutual written agreement of the parties, this Agreement may be extended for any number of five-year renewal terms.

**5. Miscellaneous**

- A. If any disputes or issues arise in connection with this Agreement, either party shall have the right to demand a meeting of the City Manager and County Manager, who shall work in good faith to resolve the dispute. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia.
- B. In general, performance of this Agreement may be informally coordinated between the designees of each party. Formal notice, to the extent required, shall be sent via hand delivery, certified mail, or national overnight commercial carrier to the then-current office address of the City Manager or County Manager, as applicable.
- C. This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in writing properly executed by both parties.
- D. The brief capitalized and underlined headings or titles preceding each section are for purposes of identification, convenience and ease of reference only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement, and such headings or titles shall be disregarded in the construction of this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending




portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

- E. No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by any other party hereto with the terms and conditions of this Agreement.
- F. The parties have cooperated in the preparation of this Agreement. Hence, should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- G. This Agreement may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
- H. This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- I. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority other than the party claiming the benefit of this provision; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, pandemic, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- J. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the parties' elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any default or breach by the parties or for any amount which may become due by the parties under the terms of this Agreement. The parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

This 7 day of June, 2021.


**CITY OF DAWSONVILLE**

By:   
Mike Eason, Mayor

Attest:   
City Clerk



**DAWSON COUNTY**

By:   
Billy Thurmond, Chairman

Attest:   
County Clerk

## **INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT**

The City of Dawsonville (hereinafter "City"), the Sheriff of Dawson County (hereinafter "Sheriff") and the Board of Commissioners of Dawson County (hereinafter "County") (collectively "Parties") hereby enter into this intergovernmental agreement (the "Agreement") in accord with O.C.G.A. §15-16-13 for the purpose of providing and maintaining law enforcement services within the City as follows:

WHEREAS, the City currently does not have a municipal police force; and

WHEREAS, the City has the power to and provides for public safety expenses within the City of Dawsonville by contract, including intergovernmental agreements; and

WHEREAS, the Sheriff exercises duties and powers within the incorporated area of the City and the unincorporated area of Dawson County; and

WHEREAS, Ga. Const. Art. IX, Sec. II, Para. III(a) and O.C.G.A. §15-16-13 permit the Sheriff to perform police functions, exercise power, and to render police services for the City pursuant to an agreement; and

WHEREAS, Ga. Const. Art. IX, Sec. III, Par. I, subparagraph (a), provides that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the City hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions.

NOW THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, the City, County, and the Sheriff agree as follows:

1. Law Enforcement Services. The Sheriff shall equip and assign two deputy sheriffs ("Deputies") to provide the following law enforcement services within the City (the "Contract Services"):

(a) exercise the same duties, powers, and arrest authority exercised in the unincorporated area of Dawson County (O.C.G.A. §15-16-10(a)(9));

(b) patrol city streets, the City Farmer's Market, City owned or maintained property including Main Street Park and City utility facilities to enforce speed limits, traffic control devices, parking statutes, ordinances, and regulations and criminal laws;

(c) assist City Code Enforcement and Animal Control personnel by serving citations for ordinance violations and investigating ordinance violations after City personnel exercise good faith efforts to enforce city ordinances without assistance from the Sheriff's office;

(d) attend meetings of the City Council, Planning Commission, Historic Preservation Commission, and Downtown Development Authority;

(e) attend City sponsored special events such as Food Truck night, the Christmas special event, and similar events;

(f) provide extra patrol as needed to respond to heavy seasonal or special event traffic or if a resident is away from the residence for an extended period or to protect against reports of criminal activity;

(g) regularly patrol the City to deter crime and to promote driver and pedestrian safety;

(h) interact with residents to increase the likelihood that City residents know individual officers;

(i) investigate suspicious persons and circumstances; and

(j) perform humanitarian acts when available such as assisting stranded motorists, escorting if needed for safety, business and resident welfare checks, and similar community oriented public safety activities.

It is understood by the Parties that the above referenced services shall be provided primarily through the Sheriff having two Deputies assigned to have their primary responsibility be the incorporated areas of the City of Dawsonville, the shifts for which are not expected to overlap. The foregoing notwithstanding, (1) the City understands and agrees that upon reasonable need the two Deputies whose primary responsibility includes the incorporated area of the City of Dawsonville may provide law enforcement services in the unincorporated area of Dawson County; and (2) the Sheriff understands and agrees that depending on the law enforcement needs at any particular time, it may be necessary to provide additional Deputies for the provision of law enforcement services in the incorporated area of the City of Dawsonville.

2. Traffic Citations. All tickets or citations issued for violations of state traffic laws shall be returned to Dawson County Probate Court or Superior Court. The County shall receive all revenue from fines levied and collected for traffic violations and not distributed to the State of Georgia pursuant to applicable statutes and regulations.

3. City Ordinance Citations. The City Municipal Court shall retain jurisdiction of City code violations.

4. Compensation for Law Enforcement Services. In accordance with O.C.G.A. §15-16-13, the City shall reimburse the County for the costs incurred by the Sheriff in providing the Contract Services (the "Reimbursement Costs") which includes, but is not limited to, compensation of the two deputy sheriffs, cost of retirement benefits and health insurance for those Deputies, workers' compensation and other fringe benefits, training costs, materials, supplies, and utilities.

(a) The initial amount due from the City is \$6,501.19 per Deputy per month \$13,002.38 total per month, and the amount due may fluctuate based upon the costs identified herein to calculate the amount due from the City. The Sheriff shall notify the City and the County of changes at least thirty (30) days before the change in the amount due shall be effective. The Reimbursement Cost shall be paid on the first of the month in advance for services that will be provided by the Sheriff during the month in which payment is received. By way of example, the payment due on July 1, 2021 shall be payment for services provided for during the month of July 2021.

(b) The City's obligation to reimburse the County for costs incurred by the Sheriff shall only include the cost of equipment "to the extent that such equipment, materials, supplies, and utilities are not furnished by the contracting municipal corporation." O.C.G.A. § 15-16-13(c).

(i) Pursuant to a separate Settlement and Release Agreement dated May 20, 2021 and related to SPLOST VII (the "SPLOST Agreement"), the City and County have agreed that the County will provide the Sheriff with two additional patrol vehicles. The Parties agree and acknowledge that the purchase of these vehicles will not be included in the Sheriff's budget for purposes of assessing the amount due from the City under this Section 4, and thus the City will not be charged for these vehicles.

(ii) Pursuant to the SPLOST Agreement, the City and County have agreed that the County will provide, on the City's behalf, for a one-time purchase of the uniforms, vests, body cameras, firearms, and similar capital equipment associated with initially equipping the two new Deputy positions. The Parties acknowledge that the estimated cost of such personal equipment is \$7,738.74 per Deputy. Because the cost of such equipment would be paid from the Sheriff's budget and would otherwise be chargeable to the City, the City shall receive a one-time credit for such costs. The amount due from the City pursuant to subsection (a) above shall be initially offset by a one-time credit of \$7,738.74 per Deputy, chargeable toward the cost of the first month and part of the second month of service provided by the Deputies under this Agreement.

(iii) The City agrees and acknowledges that the County's provision of the two patrol vehicles without additional charge to the City, as referenced in paragraph (i), and the County's provision of a one-time \$15,477.48 (total) equipment credit, as referenced in paragraph (ii), will fully satisfy the County's obligations under Section II.B of the SPLOST Agreement.

5. Policies and Procedures. Deputies performing law enforcement services pursuant to this Agreement shall be subject to policies and procedures of the Sheriff only and not the policies and procedures of the City. The Sheriff will supervise Deputies performing duties pursuant to this Agreement and shall control all equipment and vehicles utilized in the performance of law

enforcement services pursuant to the terms hereof and will provide maintenance and insurance for equipment and vehicles.

6. Term. This Intergovernmental Agreement is entered pursuant to Art. IX, Sec. III, Para. I of the Georgia Constitution and shall commence on the 1st day of July, 2021 and expire on the 30th day of June, 2031, unless prior written notice of intent to terminate is given by the Sheriff, the County, or the City at least 90 days before the date of termination.

7. Notices. Any notice provided pursuant to this Agreement shall be delivered as follows:

Dawson County Sheriff's Office  
19 Tucker Avenue  
Dawsonville, GA 30534

City of Dawsonville  
415 Highway 53 East  
Suite 100  
Dawsonville, GA 30534

Dawson County Board of Commissioners  
25 Justice Way  
Suite 213  
Dawsonville, GA 30534

8. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder shall continue to be valid and enforceable. If any provision of this Agreement is held to be invalid, inoperative or unenforceable for any reason, it shall be modified rather than voided, if possible, in order to achieve the intent of the Parties hereto to the maximum extent possible.

9. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and, supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

10. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim liability, reimbursement, cause of action, or other right.

11. Nothing contained in this Agreement shall be construed to be a waiver of the Parties' sovereign immunities or of any individual's qualified, good faith, or official immunities.

12. Nothing contained in this Agreement shall be construed as creating any individual or personal liability on the part of any of the Parties or their elected or appointed officials, officers, boards, commissions, employers, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable under this Agreement in the event of any

default or breach by the Parties or for any amount which may become due by the Parties under the terms of this Agreement. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Parties and only in their official capacity and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers.

13. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the Parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Dawson County.

14. No consent or waiver, express or implied, by any Party to this Agreement to any breach of any covenant, condition or duty of another Party shall be construed as a consent to or waiver of any future breach of the same. No failure of a Party to exercise any power hereunder and no custom or practice of the Parties at variance with the terms hereof, shall be a waiver of a Party's right to demand exact compliance herewith.

15. No Party hereto may assign any function or obligation undertaken by such Party without the written approval of the Parties.

16. Except as expressly limited by the terms of this Agreement, all rights hereunder are in addition to and do not limit those provided at law or in equity.

17. The Parties intend that the relation between them is that of principal-independent contractor. No agent, employee, or servant of Sheriff shall be or shall be deemed to be the employee, agent, servant of City. City is interested only in the results obtained under this Agreement. The manner and means of overseeing the work are under the sole control of Sheriff. None of the benefits provided by City to its employees are available from City to Sheriff or its employees, agents, or servants.

18. Each provision of this Agreement shall be construed as through all the Parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting Party shall not apply.

19. The Parties shall, at the request of the other, make, sign, and deliver all documents and do or cause to be done all such things that any Party may reasonably require under this Agreement.


20. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each Party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its term.

21. A scanned or facsimile signature shall be treated the same as an original signature and any Party may rely upon a scanned or facsimile signature of the Party upon this Agreement.

This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this and their authorized officers have signed below.

This 7 day of June, 2021.

**CITY OF DAWSONVILLE**

By:   
Mike Eason, Mayor


Attest:   
Beverly Banister, City Clerk



**SHERIFF OF DAWSON COUNTY**

By:   
Jeff Johnson, Sheriff

**DAWSON COUNTY BOARD OF COMMISSIONERS**

By:   
Billy Thurmond, Chairman

Attest:   
Kristen Cloud, County Clerk