

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 4, 2024
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held February 19, 2024
 - Executive Session held February 19, 2024
 - b. Approve 2024 Farmer's Market Use Agreement
 - c. Approve Residential Property Lease Agreements
 - d. Approve Contracts for Awarded Bids Concerning Upgrades at the Dawsonville History Museum

BUSINESS

8. Georgia State Patrol Post #37 Donation Presentation
9. Planning Commission Post #4 Appointment
10. Proclamation: Colorectal Cancer Awareness Month
11. Dawson County Schools: Request for Reservation of Pickleball Courts
12. Restructure Permit Technician Position to Building Inspector
13. Atlanta Motorsports Park: Special Event Request to Exceed Sound Limits

MAYOR AND COUNCIL REPORTS

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

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, March 18, 2024

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



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/04/2024

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held February 19, 2024
 - Executive Session held February 19, 2024
 - b. Approve 2024 Farmer's Market Use Agreement
 - c. Approve Residential Property Lease Agreements
 - d. Approve Contracts for Awarded Bids Concerning Upgrades at the Dawsonville History Museum
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DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/04/2024

BUDGET INFORMATION: GL ACCOUNT # NA

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING AND WORK SESSION HELD FEBRUARY 19, 2024**
- **EXECUTIVE SESSION MEETING HELD FEBRUARY 19, 2024**

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, February 19, 2024
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Downtown Development Director Amanda Edmondson and Finance Director Robin Gazaway. Clay Moss was in attendance for Planning and Zoning.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Councilmember French announced that early voting is underway for the Presidential Preference Primary.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to add item #12a Consideration of Bid #24-RFB-007: Purchase and Installation of iRacing Gaming and Audio Package made by M. French; second by C. Phillips. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by S. Sawyer; second by W. Illg. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held February 5, 2024
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Hunter Simmons for one year of service and Robin Gazaway for three years of service. Clay Moss received the January 2024 Employee of the Month Award and Beverly Banister was recognized for receiving the certificate for completing the Clerks Masters Education Management Development Program.

PUBLIC HEARING

9. **ORDINANCE NO. 01-2024:** An Ordinance Of The City Of Dawsonville, Georgia To Enact Impact Fees To Provide Funding For Local Roads, Parks And Recreation, And Other Benefits To The Public; To Provide For Exemptions; To Provide For The Accounting And Expenditure Of Fees; To Provide For The Means Of Appeal; To Provide For Severability; To Provide For An Effective Date; And For Other Purposes. First Public Hearing and First Reading: February 5, 2024; Second Public Hearing, Second Reading and Consideration to Adopt: February 19, 2024.

City Attorney Tallant presented the second reading of the ordinance.

Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. Mayor Walden conducted the public hearing.

The following citizen spoke in favor of the ordinance:

- Terri Tragesser, 44 Gold Bullion Dr W, Dawsonville - She stated she is in favor of impact fees to support the growth of the community and to provide relief to the taxpayers. She asked what it would specifically cover; Attorney Tallant stated the impact fee study recommended impact fees for Parks and Recreation with other ways the City could address roads.

The following citizen spoke in opposition of the ordinance:

- Marilyn Sanvi, 660 Gold Creek Dr., Dawsonville – She asked for clarification on the public hearing notice stating it refers to roads, not just Parks and Recreation. Attorney Tallant explained the ordinance imposes an impact fee for Parks and Recreation, however, there is an opportunity in the future for impact fees to address other things but that is not the ordinance itself.

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

Motion to approve Ordinance No. 01-2024 as presented made by M. French; second by W. Illg. Councilmember Phillips asked who will be collecting the fees; Attorney Tallant stated the City will appoint an Impact Fee Administrator being the Planning & Zoning department who will calculate and collect the fees which will stay with the City in a separate interest bearing account and can only be used for Parks and Recreation purposes. Councilmember Phillips stated several developers have offered a fee to the City per lot and the City could use those funds without restriction. Vote carried three in favor (French, Illg, Sawyer) and one opposed (Phillips) (Exhibit "A")

WORK SESSION

- 10. PRESENTATION BY TSW: COMPREHENSIVE DOWNTOWN STRATEGIC PLAN:** Beverly Bell from TSW provided a high level overview of the Comprehensive Downtown Strategic Plan and Tate Davis from KB Advisory Group provided the real estate market analysis and recommendations.
- 11. DAWSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN:** City Manager Bolz reported on the process of the hazard mitigation plan update. The County has recently approved the plan to be sent to GEMA/FEMA for approval then the Council and the City will need to approve the plan by resolution.

BUSINESS

- 12. OPIOID CLAIM: ENDO BANKRUPTCY:** Motion to approve the ENDO bankruptcy settlement plan as recommended by the City's Opioid Claim Counsel made by W. Illg; second by M. French. Vote carried unanimously in favor.
- 12a. CONSIDERATION OF #BID 24-RFB-007: PURCHASE AND INSTALLATION of IRACING GAMING AND AUDIO PACKAGES:** Finance Director Gazaway reported three bids were received and two of the lowest bids did not provide complete bid packages. She recommends awarding the bid to Atlanta Home Theater.

Motion to accept the bid for Bid #24-RFB-007 from Atlanta Home Theater in the amount of \$207,886.00 to be paid out of the OneGeorgia Special Purpose Grant Fund made by M. French; second by W. Illg. Vote carried unanimously in favor.

STAFF REPORTS

- 13. BOB BOLZ, CITY MANAGER:** He noted there were six leak adjustments made totaling \$1,058.08. He also encouraged the Council to visit the distillery and the restaurant space as they continue the buildout of both areas.
- 14. ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway provided the financial reports representing fund balances and activity through January 31, 2024.

MAYOR AND COUNCIL REPORTS:

Mayor Walden mentioned his gratitude to Anna Tobolski, who was present earlier at this meeting, for her service to the City as a member of the Planning Commission. Mayor Walden asked about the kick-off date for the Farmers Market; City Manager Bolz stated there is a pre-planning meeting scheduled to determine start dates.

EXECUTIVE SESSION

At 5:40 p.m. a motion to close regular session and go into executive session for potential/pending litigation was made by W. Illg; second by M. French. Vote carried unanimously in favor.

At 6:04 pm a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

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Motion to resume regular session was made by C. Phillips; second by M. French. Vote carried unanimously in favor.

ADJOURNMENT

At 6:06 pm a motion to adjourn the meeting was made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.

Approved this 4th day of March 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Illg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on February 19, 2024
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁴⁰ p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)
 - ☒ Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);
 - ☐ Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;
 - ☐ Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);
 - ☐ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);
 - ☐ Other _____ as provided in: _____.

This 19th day of February 2024; By the City of Dawsonville, Mayor and Council:

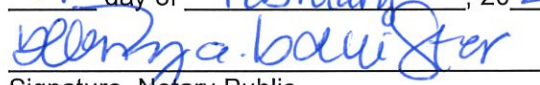

John Walden, Mayor


Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
19 day of February, 2024.

Signature, Notary Public

My Commission expires: Feb 18, 2028



Subject Matter: Impact Fee Ordinance
First Reading and Public Hearing: 02/05/2024
Second Reading and Public Hearing: 02/19/2024
Date of Adoption: 2/19/2024

ORDINANCE NO. 01-2024

AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA TO ENACT IMPACT FEES TO PROVIDE FUNDING FOR LOCAL ROADS, PARKS AND RECREATION, AND OTHER BENEFITS TO THE PUBLIC; TO PROVIDE FOR EXEMPTIONS; TO PROVIDE FOR THE ACCOUNTING AND EXPENDITURE OF FEES; TO PROVIDE FOR THE MEANS OF APPEAL; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS the City of Dawsonville has the authority under Article IX, Section II, Paragraph IV of the Georgia Constitution to adopt plans and exercise zoning powers; and

WHEREAS the Georgia General Assembly has found that “an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of the State of Georgia” pursuant to O.C.G.A. § 36-71-1; and

WHEREAS the City is authorized under O.C.G.A. § 36-71-3 to impose development impact fees as a condition of development approval; and

WHEREAS this Ordinance has been prepared and considered in accordance with the Georgia Developmental Impact Fee Act, O.C.G.A. § 36-71-1 *et seq.*; and

WHEREAS, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law;

AND WHEREAS the City finds that development impact fees are necessary in the City in order to support the orderly growth and development herein and to support the planning and financing of public facilities.

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

1. Article V Impact Fees of Chapter 11 Taxation of the City of Dawsonville Code of Ordinances is hereby enacted and shall be the text attached hereto as Exhibit A;
2. If any section, provision or clause of any part of this ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this ordinance would have been adopted

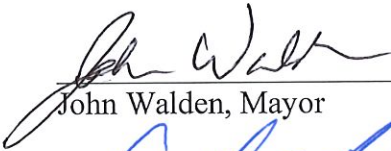
had such invalid portion not been included herein.

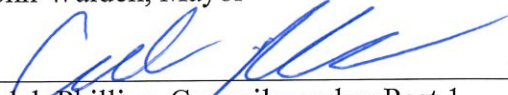
3. All laws and parts of laws in conflict with this enactment are hereby repealed.
4. This ordinance shall be effective the day following its passage by the Council of the City of Dawsonville.


[EXECUTION ON FOLLOWING PAGE]

Adopted and Ordained this 19 day of February, 2024.


CITY OF DAWSONVILLE, GEORGIA


John Walden, Mayor


Caleb Phillips, Councilmember Post 1


William Illg, Councilmember Post 2


Sandra Sawyer, Councilmember Post 3


Mark French, Councilmember Post 4

Attest:


Beverly A. Banister, City Clerk

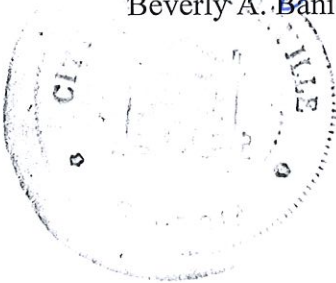


EXHIBIT A

Article V- IMPACT FEES

Sec. 11-111. - Short title, authority and applicability.

- (a) This chapter shall be known and may be cited as the "The City of Dawsonville Impact Fee Ordinance."
- (b) The Georgia Legislature, through the enactment of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, has authorized the City of Dawsonville (the "City") to enact development impact fees for road, parks, library and public safety facilities.
- (c) This chapter shall apply throughout the incorporated limits of the City of Dawsonville.

Sec. 11-112. - Intents and purposes.

- (a) This chapter is intended to assist in the implementation of The City of Dawsonville Comprehensive Plan pursuant to the Georgia Planning Act of 1989.
- (b) The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide roads, parks, libraries and public safety improvements in the City.
- (c) This chapter is intended to comply fully with each and every relevant provision of the Georgia Development Impact Fee Act, Georgia Code Title 36-71-1 through 36-71-13, and shall be interpreted and implemented to so comply.
- (d) Nothing herein shall be deemed to prevent or prohibit private development agreements between property owners or developers and the City.

Sec. 11-113. - Rules of construction.

- (a) The provisions of this chapter shall be liberally construed so as to effectively carry out its purpose to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the City.
- (b) For the purposes of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply to the text of this chapter:
 - (1) In case of any difference of meaning or implication between the text of this chapter and any caption, illustration, summary table, or illustrative table, the text shall control.
 - (2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
 - (3) Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.

- (4) The phrase “used for” includes “arranged for”, “designed for”, “maintained for”, or “occupied for”.
- (5) The word “person” includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.
- (6) Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction “and”, “or” or “either...or”, the conjunction shall be interpreted as follows:
 - a. “And” indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. “Or” indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. “Either...or” indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- (7) The word “includes” shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Sec. 11-114. - Definitions.

Affordable housing means a dwelling unit offered for sale or rent to low-income persons or very-low-income persons and which monthly rent or monthly mortgage payments, including taxes and insurance, do not exceed thirty (30) per cent of that amount which represents the percentage of the median adjusted gross income for low-income persons and very-low-income persons in the statistical applicable area for the City of Dawsonville, Georgia.

Applicant is a person applying for the issuance of a building permit.

Building permit is the approval issued by the City of Dawsonville that authorizes the construction or permanent placement of a building, dwelling or other structure on a site.

Capital equipment and/or facility is land, buildings and other improvements that increase the service capacity of a public facility and have an expected use life of ten years or more.

City means the City of Dawsonville, Georgia, and all components and officials thereof.

Capital improvement includes land acquisition, site improvements, and capital equipment for road, park, library and public safety facilities, but excludes maintenance and operation.

Commencement of Construction: shall mean the pouring of a foundation.

Comprehensive plan means the duly adopted City of Dawsonville Comprehensive Plan.

Developer means any person or legal entity undertaking development.

Development means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, any of which creates additional demand for public facilities.

Development approval means any written authorization from the City which authorizes the commencement of construction.

Development impact fee means a payment of money 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.

Encumber means to legally obligate by contract or otherwise commit to use by appropriation or other official act of the City.

Feepayer means that person who pays a development impact fee or his/her successor in interest.

Impact fee administrator means the official designated by the Mayor and City Council to carry out the administration of this chapter.

Impact fee study means the *Impact Fee Study for the City of Dawsonville, Georgia*, prepared by Duncan Associates in 2018, or a subsequent similar study that calculates the maximum impact fees that may be imposed by the City, consistent with the Georgia Development Impact Fee Act.

Industrial means an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, industrial parks, research and development centers, welding shops, wholesale bakeries, dry cleaning plants, and bottling works.

Low-income or very-low-income persons means one or more natural persons, the total adjusted gross household income of which does not exceed 50% of the median adjusted gross income for households within the statistical area for the City of Dawsonville, Georgia, as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

Mobile home park means a parcel of land where space is rented for occupancy by mobile homes and/or recreational vehicles.

Multi-family means a building with more than one dwelling unit, including duplexes, townhouses, apartments and residential condominiums.

Nonresidential floor area means both the enclosed and open areas of a building. Enclosed area refers to the total area of all floors of a building as measured to the exterior walls and including halls, stairways, elevator shafts, porches and balconies, but excluding enclosed parking and loading areas. Open areas are decks or walkways not covered by a roof and which are used for some business-related purpose, excluding areas used for vehicle parking.

Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. Typical uses include banks, financial institutions, real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Present value means the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

Public facilities means road facilities, park facilities, library facilities, or public safety

facilities, which are defined as follows.

Road facilities means any public street within the city, including State and Federal highways.

Park facilities means a City-owned park providing active recreational opportunities to the public, but excluding greenways and open space preserves.

Library facilities means a City-owned facility offering browsing and lending to the public of printed material, audio and video recordings, and internet access and related information services.

Public safety facilities means land, buildings or equipment used for fire protection, suppression and rescue used by the City or Dawson County's fire department, and emergency communications equipment used for the County E-911 system.

Private park and/or recreational facility is an area which is not owned by or dedicated to any governmental entity and is an area designed and equipped for sports and leisure activities but does not include areas not readily accessible by the public for such activities.

Project means a particular development on an identified parcel of land.

Project improvements means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on site or off site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the governing body of the City shall be considered a project improvement.

Proportionate share means that portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

Public/institutional means a governmental, quasi-public, or institutional use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, fire stations, city halls, county court houses, civic centers, convention centers, sports arenas, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks, and playgrounds.

Retail/commercial means establishments engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, amusement parks, automobile sales and service, bowling alleys, barber shops, building material and lumber stores, car washes, convenience stores, dance studios, discount stores, funeral homes, furniture stores, health clubs, golf courses and driving ranges, hardware and paint stores, home improvement stores, marinas, miniature golf courses, movie theaters, pharmacies, photocopy and reproduction shops, restaurants, shopping centers, supermarkets, tire stores and vocational or technical schools. Any land use within a shopping center shall be considered a retail/commercial use.

Service area means a geographic area defined by the City in which a defined set of public facilities provide service to development within the area.

Shopping center means a group of retail and/or other commercial establishments that is

planned, developed, owned and managed as a single property, with common on-site parking provided.

Single-family detached means one dwelling unit, including a manufactured or mobile home, located on a separate lot and not attached to any other dwelling unit.

System improvement costs means capital improvement costs incurred to provide additional public facilities capacity needed to serve growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvement element, and administrative costs, provided that such administrative costs shall not exceed three percent of the total amount of development impact fee receipts. Projected interest charges and other finance costs may be included if the development impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the municipality to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

Road system improvement costs means costs related to capacity-expanding capital improvements to the arterial road system, including improvements to pedestrian facilities, bikeways and trails within arterial road rights-of-way, undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new development. These improvements include, but are not limited to, construction of new through lanes, construction of curbs, gutters, medians and shoulders, widening of existing roads, construction of new drainage facilities in conjunction with new road construction, purchase and installation of traffic signals, including new and upgraded signalization, relocating utilities to accommodate new road construction, construction and reconstruction of intersections, acceleration and deceleration lanes, interchanges, sidewalks, bikeways, and trails.

Park system improvement costs means capital improvement costs related to the acquisition of additional park land, development of new park facilities, and expansion and improvement of existing park facilities, undertaken to accommodate the additional recreational demands resulting from new residential development.

Library system improvement costs means capital improvement costs related to the acquisition and construction of new library facilities, as well as the expansion and improvement of existing library facilities, undertaken to accommodate the additional demands for library services resulting from new residential development.

Public safety system improvement costs means capital improvement costs related to the acquisition and construction of new public safety facilities, as well as the expansion and improvement of existing public safety facilities and equipment, undertaken to accommodate the additional demands for public safety services resulting from new development.

System improvements means capital improvements that are public facilities and are designed to provide service to the community at large, in contrast to "project improvements."

Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, or activities involving significant movement and storage of products or

equipment, or leasing of dead storage space. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, mail processing centers, mini-warehouse, and self-storage facilities.

Sec. 11-115. - Administrative organization and responsibility.

- (a) *Impact fee administrator.* The impact fee administrator is hereby authorized to interpret and implement all provisions of this chapter and the appropriate ordinances of the City and to carry out the general administration of all impact fees enacted by the City. The impact fee administrator shall have the responsibility to carry out the following:
- (1) When no equivalent type of land use is present in the fee schedule in section 11-117(a), the definitions in section 11-114, or the list of uses in section 11-128, and the proposed use is not a previously determined miscellaneous land use per section 11-117(c), the impact fee administrator shall establish a fee applicable to the most nearly equivalent type of land use on the fee schedule.
 - (2) When requested, the impact fee administrator shall interpret the impact fee schedules as they may apply to a particular development using the procedures described in the appropriate impact fee ordinance and in this chapter.
 - (3) When requested, the impact fee administrator shall certify the impact fees applicable to a particular development using the procedures described in the appropriate impact fee ordinance and in this chapter.
 - (4) With respect to an individual fee determination, the impact fee administrator shall:
 - a. Conduct a preapplication meeting with the applicant and representatives of appropriate departments of the City;
 - b. Review the individual fee determination study for sufficiency, methodology, technical accuracy and findings; and
 - c. Establish the amount of the impact fee as a result of the independent study based on the procedures described in the ordinance and in this chapter.
 - (5) The impact fee administrator shall determine exemptions from a requirement to pay an impact fee.
 - (6) The impact fee administrator shall determine the availability of and the amount of any refund of impact fees.
 - (7) The impact fee administrator shall calculate additional impact fees due in the event of change of use, redevelopment, or modifications of an existing use.
- (b) *Other departments.* Other departments and offices of the City shall provide advice, information, or other such services upon the request of the impact fee administrator.
- (c) *City attorney.* The impact fee administrator shall refer all legal matters regarding the administration of this chapter and the relevant impact fee ordinances to the city attorney.

Sec. 11-116. - Imposition of impact fees.

- (a) *Feepayer.* Any person who, after the effective date of the appropriate impact fee ordinance, seeks to develop land by applying to the City for any of the following permits shall be required to pay an impact fee in the manner and amount set forth in the relevant ordinance and in this chapter:
- (1) The issuance or extension of a building permit, or
 - (2) The issuance or extension of a permit that would allow the construction or installation of a structure, including a mobile home and/or temporary structure, or
 - (3) The issuance or extension of a permit that would allow the installation or placement of a recreational vehicle.
- (b) *Payment due.*
- (1) *General.* Impact fees shall be paid prior to the issuance of a permit for any activity requiring payment of an impact fee. All payment shall be made in the following manner:
 - a. Payment by approved credit card, personal or business check, cashier's check, or money order payable to the City;
 - b. All payments are to be made at offices of the City of Dawsonville, Department of Planning and Zoning.
 - (2) *Invalid payment.* In the event the payment of impact fees subsequently proves to be invalid due to insufficient funds, improper execution, or for any other reason, then the following actions shall be taken:
 - a. The impact fee administrator shall, within 30 days of detection of such a deficiency, notify the feepayer, the contractor, and the property owner by certified mail that, to the last known address:
 1. An impact fee amount is due by valid payment immediately upon receipt of said notice;
 2. Permits, inspections or certificates will not be issued until the amount is paid and, if not paid within 30 days, the impact fee administrator shall have authority to instruct the City of Dawsonville Department of Planning and Zoning to stop all construction on the site of said building or construction until the payment is received.
 - b. No further building permits, construction permits, inspections or certificate of use and occupancy (C.O.) shall be issued by the City until the required impact fee is paid.
 - c. The amount due shall be the amount of the impact fees plus the amount charged by the bank for the dishonored payment plus a service charge as established by the City
 - (3) *Credit in lieu of payment.* In the event the feepayer has received approval from the impact fee administrator for credits for construction or dedication of land pursuant to section 11-123 and the credits are provided before completion of the improvements, the feepayer must comply with all requirements as a condition of receiving such credits. Otherwise, full payment of the impact fee due will be required.

(c) *Determination of fee.*

- (1) *General.* The amount of the impact fee shall be determined by the impact fee administrator, who shall receive assistance from other departments when necessary and appropriate. The impact fee administrator shall determine the amount of the fees due, whether the method of determination is based on the fee schedule contained in the appropriate impact fee ordinance or by independent fee determination study. The calculation of exemptions, refunds, and credits, and the determination of the net impact fees due shall also be the responsibility of the impact fee administrator with the assistance of appropriate City departments.
- (2) *Credits.* In lieu of monetary payment, up to 100 percent of impact fees due may be paid by the use of credits, as provided in section 11-123. However, road credits may be used only for the payment of road impact fees, park credits may be used only for the payment of park impact fees, library credits may be used only for the payment of library impact fees, and public safety credits may only be used for the payment of public safety impact fees.

(d) *Expiration of building permits.*

- (1) If a permit expires, is revoked, or is voluntarily surrendered and is, therefore, voided and no construction or improvement of land has commenced, then the feepayer shall be entitled to a refund, without interest, of 95 percent of the impact fees which were paid as a condition for its issuance. The City shall retain five percent of the fees to offset the costs of collection and refund. The feepayer must submit an application for such a refund to the impact fee administrator within 30 days of the expiration of the permit. In the case of an expired permit which was obtained in whole or in part by the use of credits, only that portion not paid by credits may be refunded, and it is from this part that the five percent administrative fee shall be deducted.
- (2) If a refund has been received by the feepayer, the feepayer must pay the appropriate impact fee if he/she reapplies for a permit. Conversely, if a permit expires and no refund has been issued, a feepayer will not have to pay the fee again if he/she reapplies for the permit on the same lot, parcel or tract unless the use or size of the structure has changed and then the amount due would be the change in the amount of the fee based upon the new structure as contrasted with the original.
- (3) A credit for previous payment of an impact fee must be requested by the feepayer. Any exemption or credit not so requested at the time of reapplication shall be deemed waived by the feepayer.
- (4) A refund of the impact fee shall not be granted if the permit expires and construction has commenced. In this case, the feepayer will not have to pay an impact fee if he/she reapplies for a permit for the same type and size of structure. In case of reapplication, the provisions of section 11-117(g) for change of use shall apply.
- (5) The feepayer shall be responsible for requesting any credits or refunds pursuant to the terms of this chapter. The City will not be responsible for notifying the developer of a right to a refund or credit due to an expired permit. Upon receipt of such request, refunds and credits will be determined in accordance with section 11-122 and section 11-123.

Sec. 11-117. - Determination of fees based on fee schedules.

(a) *Payment from schedule.* At the option of the feepayer, the amount of the fees can be determined from the schedule of fees listed below, utilizing section 11-129, Impact Fee Calculation Form. Impact fees for nonresidential development shall be converted to a fee per square foot by dividing the fee per 1,000 square feet by 1,000. Any impact fee for a development application shall be rounded to the nearest dollar.

(1) *Fee schedule applicable on effective date.* The following fee schedule shall apply to new development for which a building permit is issued on or after the effective date of this ordinance amendment.

Land Use Type	Unit	Parks	Total
Single-Family Detached	Dwelling	\$1,700.00	\$1,700.00
Multi-Family	Dwelling	\$1,700.00	\$1,700.00
Retail/Commercial	1,000 sq. ft.	---	---
Office	1,000 sq. ft.	---	---
Industrial/Warehouse	1,000 sq. ft.	---	---
Public/Institutional	1,000 sq. ft.	---	---

(b) *Automatic adjustment.* The impact fee schedule shown in subsection (a) above shall be adjusted by the impact fee administrator in April of each calendar year. Unless otherwise directed by the Mayor and Council, any adjustments to the impact fee made pursuant to this section shall be effective the first Monday in October of each calendar year.

(1) The base for computing any adjustment is the January Consumer Price Index - All Urban Consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistics.

(2) If the index is changed so that the base year is different, the index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

(3) The current inflation-adjusted fee schedule shall be available at the Department of Planning and Zoning.

(c) *Determination of land use type.* If the type of development activity is not specified in the fee schedules, and is not already on a list of miscellaneous land use types maintained by the impact fee administrator, the impact fee administrator shall apply the fee of the most nearly equivalent type of land use on the fee schedules. The impact fee administrator shall be guided

in the selection of a comparable land use type by the definitions in section 11-114, the list of land uses in section 11-128, the City of Dawsonville Comprehensive Plan and the land development regulations of the City. In the event that the classification of a particular use of land into the classification established by the ordinance is unclear, the North American Industry Classification System, United States, latest edition, shall be used as the final authority. The impact fee administrator shall maintain a list of the fees determined administratively for miscellaneous land use types.

- (d) *Interpretation of fee schedules.* Individuals may request an interpretation of the impact fee schedules as they may apply to their developments. If the individual requests, the impact fee administrator shall certify the impact fees due for that development and said certification shall establish the applicable impact fees for such development for a period of 180 days from the date thereof. If the feepayer disagrees with the interpretation of the impact fee schedules, the feepayer may prepare an individual fee determination study in accordance with this chapter and the relevant impact fee ordinance.
- (e) *Mixed use development.* If a development includes both residential and nonresidential uses, the impact fees are to be assessed for each use based on the fee schedule and the results added together.
- (f) *Mixed use structures.* If a structure includes both residential and nonresidential uses, the impact fees are to be assessed for each use individually based on the relevant fee schedule and the results added together.
- (g) *Shell permit.* Builders may apply for a building permit to construct the "shell" of a building. Tenant finish permits are issued later to finish construction of the interior of the structure. The impact fee shall be paid prior to the issuance of the building permit for construction of the shell. The amount of the fee shall be based on the intended land use as described by the builder. If a builder applies for a "shell" permit and the intended land use is not known, the impact fees shall be assessed based on that land use which generates the greatest impact and is allowed under the existing zoning for the lot or parcel. If it is found during review of the application for a tenant finish permit that the actual land use differs from the intended land use as described by the builder, a determination shall be made as to whether or not an additional impact fee is due based on the procedures for change of use. If so, the additional impact fee shall be paid prior to the issuance of a new building permit for the completion of the shell. If it is determined that there has been an over-payment of impact fees, a refund would become available pursuant to section 11-122(e) of this chapter. If a shell permit was issued prior to the effective date of the appropriate impact fee ordinance and left unfinished, no impact fee shall be assessed for tenant finish permits. Subsequent change of use, redevelopment, or modification of the structure may be subject to an impact fee based on the procedures for change of use.
- (h) *Change of use.* In the case of a change of use, redevelopment, or modification of an existing use which requires the issuance of a building permit, the impact fee shall be based upon the net increase in the impact fees for the new use as compared to the previous use. The amount of the impact fees that is due as a result of the change in land use shall be determined at the time the feepayer applies for a building permit. The impact fees shall be paid prior to the issuance of a building permit for construction or remodeling. Previous land use shall be the lawful land use physically existing on the effective date of the ordinance or the current lawful land use. The feepayer shall furnish all documentation required by the impact fee administrator to determine the previous use. Should the change of use, redevelopment, or

modification result in a net decrease in the impact, no refunds or credits for impact fees previously paid shall be made. If the change of land use does not require the issuance of a building permit, there shall be no requirement to pay an impact fee.

- (i) *Accessory or auxiliary uses.* Generally, no fee shall be assessed for accessory or auxiliary land uses for residential developments, such as a clubhouse or tennis court in an apartment complex, unless it can be established by the impact fee administrator that the land use serves as an individual attraction. However, structures that meet the definition of a “dwelling” in the City of Dawsonville Building Code are not exempted as accessory or auxiliary uses.

Mobile homes. When a person applies for a permit that would authorize the installation of a mobile home, the feepayer may request a determination by the impact fee administrator as to whether or not a mobile home (or other dwelling unit) was legally in place on that lot, parcel, or space prior to the effective date of the ordinance. If so, no impact fee shall be assessed for installation of the mobile home. An exemption will be granted if it can be documented that an impact fee has been paid previously for a mobile home on that same lot, parcel, or space. Documentation to be used by the impact fee administrator may include utility bills for the period of time in question or tax records.

- (j) *House moves and mobile home moves.* Impact fees shall be assessed for structures or mobile homes moved from one location to another unless the structure or unit being moved is a replacement of an equivalent use at the new location. If the structure or mobile home so moved is replaced by an equivalent use at the old location, no impact fee shall be due for the replacement use. In every case, the burden of proving past payment of impact fees, exemption, or equivalency of use rests with the feepayer.
- (k) *Recreational vehicles (RV's).* Reference to “recreational vehicles” refers to the recreational vehicle site which has been permitted by an applicable development approval. The development of an RV site, not the issuance of a permit, is the relevant regulatory issue for this chapter and the administration of the impact fee. Recreational vehicle development approval should contain a condition of approval providing for payment of the impact fee. The impact fee shall be paid according to this condition of approval and the following provisions:
 - (1) No impact fees shall be assessed for “move in” of a recreational vehicle in an RV park developed prior to the effective date of the ordinance or that has paid an impact fee.
 - (2) RV's located outside of RV parks shall be treated as mobile homes. RV owners who apply for a permit, et cetera, shall pay the impact fees at the same rate as a mobile home and are entitled to the same exemptions as mobile home owners.
- (l) *Model homes.* Model homes on residentially zoned land shall be charged residential impact fees. Model homes on land zoned for nonresidential use shall be charged nonresidential impact fees.

Sec. 11-118. – Exemptions and Waivers.

- (a) *Must be claimed by feepayer.* An exemption must be claimed by the feepayer at the time of application for a building permit. Any exemption not so claimed shall be deemed waived by the feepayer.
- (b) *Total exemptions.*

- (1) *Exemption list.* The following shall be exempted from payment of all impact fees:
- a. Alteration of an existing building or use of land where the existing use of the property is not changed and there is no additional heated area in residential structures or enclosed or open area in commercial structures.
 - b. The construction of residential accessory or auxiliary buildings or structures which will not be occupied by residents.
 - c. The replacement of a lawfully permitted building, mobile home, recreational vehicle, trailer or structure with a new unit, building or structure of the same type, use and size. If the existing unit, building, or structure is torn down, destroyed by fire or other natural disaster, or otherwise eliminated or moved off the site, or if the original structure is converted to a utility building, garage, or other nonresidential or noncommercial use, the replacement structure will be exempt from the payment of impact fees. The permit applicant shall document such replacement.
 - d. An amendment to a development approval provided that the amended development approval does not increase the impact of the development.
 - e. A permit which is reasonably not expected to result in any additional residents, visitors, building occupants, customers or employees within the City.
- (2) *Applicant's duty.* In applying for the above-mentioned exemptions, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate the exemption including, but not limited to, the following:
- a. Current opinion of title or title insurance;
 - b. Old and new construction plans;
 - c. Official certificate of occupancy and use records;
 - d. Statements from owner stating past and proposed land use;
 - e. Utility bills or receipts; and
 - f. Tax records.
- (c) *Exemption based on error or misrepresentation.* Exemptions from payment of an impact fee based on error or misrepresentation shall be subject to the provisions for invalid payments found in section 11-116(b)(2).
- (d) *Exemptions for vested permit applications.* Applicants for vested permits must meet the following requirements in order to obtain and maintain an exemption from the payment of some or all impact fees:
- (1) *Complete application for permit allowing construction of a building, mobile home installation or recreational vehicle installation.* The applicant must submit to the impact fee administrator a completed application form with all necessary attachments, forms, and plans to meet the following requirements:
- a. Applications for residential building permits must meet all of the requirements of the items listed on the "Impact Fee Calculation Form," section 11-129.
 - b. Applications for permits for mobile home installation must meet all of the requirements of the items identified on the "Impact Fee Calculation Form," section

11-129.

- c. Applications for permit for recreational vehicle installation must meet all of the requirements of the items identified on the "Impact Fee Calculation Form," section 11-129.
 - d. Applications for nonresidential building permits must meet all of the items identified on the "Impact Fee Calculation Form," section 11-129.
 - e. The application form must have been reviewed and assigned an application number by the Department of Planning and Zoning. In addition, the date and time stamped by the Department of Planning and Zoning on the application form must be prior to the effective date of the ordinance or ordinance amendment.
- (2) The applicant must pick-up the permit within 30 days of the date stamped on the application by the impact fee administrator.
- (3) *Health department permit review.* If the applicant has experienced delays in health department permit review, then a receipt from the Dawson County Health Department documenting that the applicant has submitted to the Health Department both of the following applications on or prior to the effective date of the ordinance must be provided:
- a. Percolation test (soil suitability test); and
 - b. Septic tank permit (application for on-site sewage disposal system permit).
- (4) *Zoning issues.* In order for the applicant to pick-up a permit within the required 30 days, it will be necessary for the impact fee administrator to sign off on the application. If the impact fee administrator determines that a variance may be necessary and applying for one could cause the applicant to lose an impact fee exemption, the impact fee administrator may adjust the relevant time period for a time reasonably sufficient for the applicant to pursue a variance procedure.
- (5) *Appeals.* Applicants whose requests for exemptions from impact fees are rejected may appeal the decision pursuant to section 11-123.
- (e) *Waivers.* The collection of impact fees may be waived for particular development projects that create extraordinary economic development or provide affordable housing, provided the following conditions are met.
- (1) *Affordable housing waivers.* Applications for affordable housing waivers must comply with the following.
- a. Any person seeking an affordable housing exemption shall file with the City Administrator an application for exemption prior to the impact fee payment date for the proposed residential construction. The application for exemption shall contain the following:
 - i. The name and address of the owner;
 - ii. The legal description of the residential construction;
 - iii. The proposed selling price or the proposed rental price, as applicable; and
 - iv. Evidence that the residential construction shall be occupied by low income persons or very-low-income persons.

- b. For residential construction to receive an affordable housing waiver, it must meet all the restrictions of affordable housing as provided herein, and these restrictions must continue for a period of at least ten (10) years from the date of issuance of the building permit.
 - c. If the residential construction meets the requirements for an affordable housing waiver, and sufficient non-impact-fee funds have been appropriated by the Mayor and Council for this purpose and are available to pay the impact fees for the construction, the impact fee administrator shall transfer the funds into the appropriate impact fee accounts and issue the waiver. The waiver shall be presented in lieu of payment of the impact fees.
 - d. In the event the residential dwelling unit fails to meet the restrictions of affordable housing as provided herein at any time within the ten-year period following the issuance of the building permit such that the property no longer qualifies as affordable housing, the impact fees in effect at the time of the change in circumstances shall be immediately due.
- (2) *Economic development waivers/Publicly owned properties.* The Mayor and Council may waive impact fees for particular development projects that create extraordinary economic development and employment growth, pursuant to the following provisions.
- a. The Mayor and Council shall make a finding that the proposed development would create extraordinary economic development and employment growth.
 - b. The Mayor and Council shall appropriate sufficient non-impact fee revenue to pay for the waiver.
 - c. Once the above conditions are satisfied, the impact fee administrator shall transfer the funds into the appropriate impact fee accounts and issue the waiver. The waiver shall be presented in lieu of payment of the impact fees.
 - d. In addition to the above, the Mayor and Council may waive impact fees for development projects which are owned and operated by governmental entities, including but not limited to the City.

Sec. 11-119. - Individual fee determination.

- (a) *Option of the feepayer.* If a feepayer shall opt not to have impact fees determined according to the fee schedule in section 11-117(a), then the feepayer shall prepare and submit an individual fee determination in accordance with this section and the appropriate impact fee ordinance. The utilization of this option by the feepayer shall not exempt him/her from paying the impact fee prior to the issuance of a permit.
- (b) *Notice of intent by feepayer.* The feepayer shall inform the impact fee administrator of his/her intent to utilize an individual fee determination. The impact fee administrator shall then schedule a pre-application meeting with the applicant.
- (c) *Pre-application meeting.* Before beginning the individual fee determination study, the feepayer or his/her representative shall be given the opportunity to attend a pre-application meeting, upon the feepayer's request prior to the submission of an application, with the impact fee administrator and/or the impact fee administrator's appointee. The purpose of the

pre-application meeting is to discuss the procedures of the individual fee determination study, the methodology to be employed, and the standards to be met. Results, conclusions, and agreements reached at the pre-application meeting regarding methodology, required forms or documentation, or procedures, which may not constitute a waiver of ordinance provisions, shall be placed in writing by the impact fee administrator within 15 days. A copy of this memorandum shall be sent to the applicant. The agreements set out in the letter will expire in 30 days from the date of the pre-application meeting unless the applicant acknowledges receipt and acceptance of the agreements in writing, to the impact fee administrator, within those 30 days. The applicant waives the pre-application meeting if the applicant does not request a meeting before submitting his or her application. Any applicant who waives this pre-application meeting has waived his/her right to administratively raise methodological or procedural issues at a subsequent time.

(d) *Guidelines.*

- (1) The purpose of the individual determination study is to measure the impact of the development in question on the arterial road system, the park and recreation system, the library system, or the public safety system of the City to the extent impact fees are being collected for those uses at the time of impact fee calculation.
- (2) An individual determination study must address the expected impact of the development over the projected life of the structures within the development. Any claim that the use or occupancy of the structures within the development will be different from normal use or occupancy must be supported by deed restrictions, restrictive covenants or other appropriate documentation that will support the claim.
- (3) The individual fee determination study shall follow the methodologies and formats which are agreed upon during the pre-application meeting and be in accord with the methodology used in the supporting impact fee study. The methodology in the impact fee study multiplies the number of service units generated by the land use by the net cost per service unit. The individual fee determination study may only address the expected number of service units to be generated by the development, and shall use the net cost per service unit contained in the appropriate impact fee study. The service units are daily vehicle-miles of travel for the road impact fees, household residents for the park and library impact fees, and functional population for the public safety impact fees. In the event that the impact fees are adopted at a percentage less than 100% of the maximum fees calculated in the impact fee study, the individual fee determination study shall apply the same percentage at which the current fees are adopted.
 - a. A minimum of three sites for the land use in question should be selected. The selected sites should be single use sites and should, whenever possible, be located in the City.
 - b. The site inventory and sites proposed for the survey shall be reviewed by the impact fee administrator. The impact fee administrator must approve the sites to be surveyed prior to initiation of any survey.
- (4) The individual fee determination study shall be prepared and presented by professionals qualified in their respective fields. The methodology shall be consistent with best professional practice and support the central claim of the study. The study shall provide all necessary supporting documentation and information. Failure to adhere to best professional standards is a basis for rejection of the study. The applicant's submission

must certify that the study complies with best professional practices and this attestation shall be sealed where and when applicable.

- (5) The applicant shall submit the study to the impact fee administrator. This submission shall begin the 30-day clock referred to below.
- (6) The applicant shall provide the impact fee administrator with the name, address and telephone number of the property owner, the contractor and the applicant.

(e) *Recoupment of cost.*

- (1) The impact fee administrator may require applicants pursuing an individual fee determination to reimburse the City for reasonable non-staff personnel and associated expenses it incurs in order to adequately review and evaluate independent fee determinations.
- (2) The impact fee administrator shall notify applicants in writing if the City intends to obtain and seek recoupment for non-staff personnel and associated expenses that it deems necessary to properly evaluate the application.
- (3) Subsequent to notification, the impact fee administrator shall provide good faith estimates of the costs to be borne by the applicant.

(f) *Sufficiency determination.*

- (1) The impact fee administrator will review the individual fee determination study for sufficiency, methodology, technical accuracy and findings. The impact fee administrator shall have 30 days to review the study and to inform the applicant, in writing, of any deficiencies or defects in the study, or to find the study complete and competent. The notice of sufficiency or lack thereof shall be mailed to the applicant. In the event that this notice is not given within 30 days, the study shall be considered complete and competent.
- (2) Upon receipt of notice of deficiencies or defects in the study, the applicant may modify or supplement the study and resubmit a modified study. The applicant shall have 30 days to respond to said notice and/or resubmit a modified study to remedy defects or deficiencies identified in the notice. The impact fee administrator will consider the individual fee determination study to be inactive if the impact fee administrator does not receive a response from the applicant within 30 days of receipt of the above notice.
- (3) Upon receipt of a response or resubmittal of the study, the impact fee administrator shall have 30 days to review the resubmittal or response and notify the applicant of any further defects or deficiencies in the resubmittal. If the impact fee administrator finds deficiencies or defects in a resubmitted study, notice of such deficiencies or defects shall be provided as in subsection (1) above and subsequent responses from applicants shall be resubmitted as provided in subsection (2) above.

(g) *Determination of fee.*

- (1) The determination of the amount of the applicable impact fee shall be made by the impact fee administrator based on his/her review of a competent and sufficient independent determination study.
- (2) If an applicant requests, the impact fee administrator shall certify, as provided in the Georgia Development Impact Fee Act, O.C.G.A. § 36-71-4(h), the impact fees due for a development and said certification shall establish the applicable impact fees for such development for a period of 180 days from the date thereof.

- (h) *Effective date.* The effective date for impact fees assessed by an individual fee determined shall be the date at which the individual fee determination study is found to be sufficient, or 30 days after submission if there is no finding with respect to sufficiency.
- (i) *Notification of feepayer and appeal.* Within 30 days of the determination that the study is deemed competent and complete, the impact fee administrator shall notify the feepayer in writing of the acceptance, conditional acceptance, or rejection of the request. If the feepayer disagrees with the findings of the impact fee administrator, the feepayer may appeal the decision pursuant to section 11-124.
- (j) *Application for permit.* It shall be the responsibility of the feepayer, at the time of application for a building permit, to present the approved individually determined fee as approved by the impact fee administrator.

Sec. 11-120. - Trust funds.

- (a) *Trust funds established.* A trust fund is established for impact fees collected pursuant to this Article. In the event this Article is amended to impose impact fees other than for parks, the City shall establish separate trust funds for impact fees collected for each category of system improvements.
- (b) *Deposit of impact fees into trust funds.* All impact fees collected shall be properly identified and promptly transferred for deposit in the appropriate impact fee trust fund to be held in a separate interest-bearing account until expended or encumbered in accord with this chapter.

Sec. 11-121. - Use of impact fee funds.

- (a) Impact fees collected shall be used solely for the purpose system improvements for the type of public facility for which the fees were collected, and shall not be used for maintenance or operations.
- (b) Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the service area from which the funds were collected. The service area is the incorporated limits of the City of Dawsonville.
- (c) In the event that bonds or similar debt instruments are issued for advanced provision of capital facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in subsections (a) and (b) above.
- (d) In the event a developer enters into an agreement with the City to construct, fund or contribute system improvements so that the amount of the credit created by such construction, funding or contribution is in excess of the impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other developments located in the service area which is benefited by such improvements if so provided in the agreement.
- (e) At least once each fiscal period the impact fee administrator shall present to the Mayor and Council a report describing the amount of impact fees collected, encumbered and used, and a proposed capital improvement program, which assigns funds, including any accrued interest,

from the several impact fee trust funds to specific improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same impact fee trust funds until the next fiscal period except as provided by the refund provisions of section 11-122.

- (f) Impact fee funds may be used to provide refunds.
- (g) Funds in the impact fee trust accounts shall be considered expended on a first in, first out basis.

Sec. 11-122. - Refunds.

- (a) *Expiration, revocation, or surrender of permit.* In the event that a building permit or other development approval for which an impact fee was paid expires, is revoked or is surrendered without the commencement of construction, a feepayer or his/her successors in interest shall be entitled to a refund, without interest, equal to 95 percent of the impact fee paid. Five percent of the fee shall be retained by the City to offset the administrative costs of collection and refund. In the case of an expired permit or development approval which was obtained in whole or in part by the use of credits, only the portion not obtained by credit may be refunded.
- (b) *Denial of service.* Pursuant to O.C.G.A. § 36-71-9, in the event that road, park, library or public safety service or access to facilities under the jurisdiction of the City is denied after a road, park, library or public safety impact fee has been paid, the feepayer or his/her successors in interest shall be entitled to a refund of the applicable impact fee.
 - (1) Before issuance of the refund can be authorized, the feepayer or his/her successors in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within 180 days of the date of the denial of service or access.
 - (2) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and, if so, process the applicant's request.
 - (3) The refunded impact fee shall be returned to the applicant with a pro rata share of interest actually earned on the amount to be refunded.
- (c) *Trust accounts not expended.* Any funds within impact fee trust accounts not expended or encumbered by the end of the calendar quarter immediately following six years from the date the relevant impact fee was paid shall be considered refundable. Funds shall be deemed expended or encumbered when a contract or agreement obligating those funds is approved by the City.
 - (1) When funds have not been expended or encumbered within the appropriate period, the impact fee administrator shall provide written notice of an entitlement to a refund to the feepayer who paid the development impact fee at the last known address or to a successor in interest who has given notice of name and address to City of Dawsonville, Department of Planning and Zoning, of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall also be published within 30 days after the expiration of the six-year period after the date that the development impact fees were collected and shall contain the heading "Notice of Entitlement to Development

Impact Fee Refund.”

- (2) Before issuance of the refund can be authorized pursuant to this section, the feepayer or his/her successor in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within one year of the time such refund becomes payable under this section or within one year of publication of the notice of entitlement to a refund, whichever is later. All rights to a refund shall be deemed waived if requests are not timely received.
 - (3) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and if so, process the applicant's request.
 - (4) Any impact fee to be refunded under this section shall be made to the feepayer with a pro rata share of interest actually earned on the unused or excess balance within 60 days of after it is determined that sufficient proof of claim for a refund has been made. Any trust fund balance not so refunded shall be transferred to the General Fund of the City of Dawsonville.
- (d) *Termination.* In the event that the imposition of an impact fee is terminated in a portion or in the whole of the City, the trust account balance(s) for that area shall be considered refundable upon application of the feepayer or his/her successor in interest. No refunds of fees will be provided for in the event the fees collected have been expended or encumbered or if a feepayer or his/her successor in interest does not request such a refund.
- (1) Within 30 days following the effective date of this termination, the impact fee administrator shall provide written notice of an entitlement to a refund to the feepayer who paid the development impact fee at the address shown on the application for a permit or to a successor in interest who has given notice to the City of Dawsonville, Department of Planning and Zoning, of a transfer or assignment of the right or entitlement to a refund and who has provided a mailing address. Such notice shall contain the heading “Notice of Entitlement to Development Impact Fee Refund.”
 - (2) Before issuance of the refund can be authorized pursuant to this section, the feepayer or his/her successor in interest shall submit a written request for refund to the impact fee administrator. This request must be submitted within one year of the time such refund becomes payable under this section or within one year of publication of the notice of entitlement to a refund, whichever is later. All rights to a refund shall be deemed waived if requests are not timely received.
 - (3) In applying for the refund, it shall be the applicant's responsibility to furnish, as required by the impact fee administrator, all materials and information necessary to validate proof of payment by the feepayer or his/her predecessor in interest, the date and amount paid, and the permit issued as a result of that payment. The impact fee administrator shall verify whether the impact fee is refundable and if so, process the applicant's request.
 - (4) Fees available for refund shall be prorated over those eligible applicants submitting proper application for refund. In no case shall the applicant receive a refund greater than the amount originally paid plus a pro rata share of interest actually earned on the impacts fees to be refunded. Any trust fund balance not so refunded shall be transferred to the General Fund of the City of Dawsonville.

Holders of impact fee credits shall be considered fee payers for purposes of refunds under this termination procedure.

- (e) *Overpayment.* A refund, without interest, will be made if it is determined by the impact fee administrator that an overpayment of impact fees has occurred.

Sec. 11-123. - Credits.

- (a) *General conditions.* Generally, an applicant may obtain credit for up to 100 percent of impact fees otherwise due or to become due by offering to dedicate land and/or construct improvements for City approved projects. To receive a credit, applicants must file an "Impact Fee Credit Application" as set forth in section 11-130 and provide required information and documentation as required by this section or as determined necessary by the impact fee administrator. Any claim for credit must be made no later than the time of application for an applicable permit. Any right to claim credits shall be deemed waived if not timely made.

- (1) Credits may be available for all required dedications of land or construction of capital improvements or all voluntary dedications of land or construction of capital improvements if such serves a public need as defined by the City of Dawsonville Capital Improvement Element of the City of Dawsonville Comprehensive Plan. Furthermore, credits will only be issued for the dedication of land or construction of a capital improvement if such meets the criteria, as defined in the Impact Fee Act, the City impact fee ordinances and this chapter.

Credits shall be issued on a pro rata basis against impact fees otherwise due or to become due for the development that prompted the City to require such dedications or that is subject to impact fees.

- (2) No credit shall be given for:

- a. Improvements or land dedications that are not in the adopted capital improvement element of the City's comprehensive plan;
 - b. Improvements deemed to be project improvements pursuant to a City development or zoning approval, and pursuant to the City impact fee ordinances; or
 - c. Improvements which do not meet City or state design standards, whichever is applicable;
 - d. Improvements or land dedications for which compensation has previously been given by a governmental body;
 - e. Private recreational facilities, except as provided in section 11-123(c);
 - f. Private police protection or security services;
 - g. Private public safety or rescue services; or
 - h. Land dedication for or improvements of local or collector roads.

- (3) The authority to determine credit lies exclusively with the City. In every case impact fee credits shall be calculated so as to be consistent with O.C.G.A. § 36-71-1 through 13.

- (b) *General documentation and procedures.*

- (1) *Application for credit in general.* An offer to make capital improvements or dedicate land in lieu of paying impact fees shall be made in an application filed with the impact fee administrator identifying the capital improvements and/or land dedications for which credits are requested.
 - a. The applicant shall specify the dollar amount of the credit requested. The credit claimed by the applicant as the basis for the credit requested shall be no more than fair market value as determined by the impact fee administrator. It is the obligation of the applicant to submit documentation to the satisfaction of the impact fee administrator that supports the amount of the credit requested and indicates the basis on which the amount requested was calculated.
 - b. An applicant claiming credit for eligible capital improvements and/or land dedication shall timely provide required information and documentation to the impact fee administrator during development review or prior to application for the issuance of building permits, as set out below.
- (2) *Application for credit for construction of capital improvements.* The applicant shall submit a project description in sufficient detail and with cost estimates prepared by qualified professionals, to allow the impact fee administrator to verify the cost estimates and make a credit determination. The application shall include:
 - a. Invoices or other appropriate documents delineating costs claimed as a basis for the requested credit, and
 - b. The method of attribution of any general costs to the improvement for which credit is requested. In no case shall the cost for design, engineering, contingencies and overhead constitute more than 15 percent of the credit granted.
- (3) *Application for credit for land dedication.*
 - a. The impact fee administrator shall coordinate and consult with the City attorney in reviewing an application for land dedication and determine what documentation is needed for accepting an offer of dedication of land.
 - b. The application shall include:
 1. A title opinion issued to the City certified by a licensed State of Georgia attorney and rendered within 60 days of submission thereof, the content of which is satisfactory to the City attorney and verifying that the proffered deed will convey unencumbered title to the appropriate entity;
 2. A certified copy of the most recent assessment of the property for tax purposes. The impact fee administrator may determine credit values based on 115 percent of the most recent tax assessment value; and
 3. Applicants may submit a property appraisal for consideration by the impact fee administrator, as prepared by a certified appraiser licensed to do business in the State of Georgia. In preparing the reports, appraisers shall value the land in the following manner:

If the dedication is made pursuant to a condition of zoning approval, is not a project improvement and the zoning condition does not specifically prescribe otherwise, the land shall be valued based upon the zoning of the land as it existed prior to the zoning approval which contains the condition of dedication; or

Otherwise, appraisers shall value the land at its then current zoning and without any enhanced value which could be attributed to improvements on adjacent lands.

- (4) *Determination and issuance of credits.* If the City accepts such an offer, whether the acceptance is before or after the effective date of the appropriate impact fee ordinance, the credit shall be determined and provided in the following manner:

a. *Written determination and certification in general.* The impact fee administrator shall determine the credit for construction of capital improvement or land dedication in a certified written report. The impact fee administrator shall provide the applicant with a copy of the written report certifying the determination of the credit to be provided.

1. The credit determination shall be based upon the cost estimates and other documentation provided by the applicant; or if the impact fee administrator determines that such estimates or documentation submitted by the applicant are either unreliable or inaccurate, then upon alternative engineering criteria, construction cost estimates, or property appraisals through the use of the methodology described in the relevant ordinance.
2. The written determination shall include the following: Whether the credit is provided for park and recreation, library or public safety impact fees; the dollar amount of the credit; the reason for the credit; the legal description or other adequate description of the project or development to which the credit may be applied; and the terms upon which such credit will be issued, including compliance with the provisions of this chapter.

b. *Determination of credit for dedication of land or construction of capital improvement.*

The impact fee administrator shall determine credits for the dedication of land on the following values: 115 percent of the most recent assessed value for purposes of property taxation; or at the option of the applicant, by fair market value determined by the impact fee administrator, based on an appraisal accepted by the impact fee administrator.

The impact fee administrator shall determine credits for the construction of a capital improvement from the engineering criteria and/or construction cost estimates as provided by the applicant and accepted by the impact fee administrator.

c. *Issuance of credits.*

1. Once the impact fee administrator has made a credit determination, a certification of the determination shall be provided to the applicant. The applicant shall sign and date the certification and return the document to the impact fee administrator, which shall be binding on the applicant as to the terms and conditions of the credit.
2. *Land dedication.* Once the amount and terms of the credit are determined, credits will be provided when the following procedures have been satisfied:
 - i. The delivery of a fully executed deed or other appropriate conveyance document, as approved by the City attorney, to the City;
 - ii. Sufficient funds to pay all costs of transfer of title and taxes, including recording fees;

- iii. Payment of all property taxes due for the current year;
 - iv. Receipt of quit claim deeds or other documents sufficient to release all liens identified in the title certificate;
 - v. Receipt of all other appropriate documentation sufficient to ensure conveyance of clear title, free and clear of any encumbrances; and
 - vi. Acceptance of the dedication by the City Council.
- d. *Construction of capital improvements.* Credit for construction of capital improvements may be issued 1) after the completion of the approved project; 2) or before completion in accordance with the following conditions. All credits are conditioned upon compliance with all applicable and then current City, state and federal design, specifications, procedures, inspections, policies, laws and regulations.

Upon completion, credits will be issued when:

- 1. The project is substantially completed and accepted by the City; and
- 2. A maintenance bond, performance bond, warranty bond, letter of credit, maintenance agreement or other document as may be required is received by the City and approved by the City attorney.

Prior to completion, the applicant must comply with the following:

- 1. The feepayer shall submit to the impact fee administrator on appropriate forms a surety performance bond or an automatically renewable, irrevocable letter of credit for an amount equal to 100 percent of the full amount of the cost of construction. The performance bond or letter of credit shall be payable to the City and in a proper form, as reviewed and accepted by the City attorney;
 - 2. The performance bond shall be issued by a good and sufficient surety registered in and licensed to do business in the State of Georgia, for the purpose of securing faithful performance of the construction and to indemnify the City for any damages associated with failure to satisfactorily perform construction in lieu of impact fees; and shall be effective for one year after completion of the construction project;
 - 3. A letter of credit, pursuant to subsection 1. above, shall be automatically renewable unless notice of intent to cancel or not to renew is given to the impact fee administrator not later than 90 days prior to the renewal date;
 - 4. The impact fee administrator shall be entitled to declare default and collect the full amount of the letter of credit or take action on the performance bond in the event that
 - a. a notice to cancel or intent not to renew prior to completion of construction is received; or
 - b. the City determines that construction has not been performed within the terms of the agreement and this Code. If the costs incurred by the City to complete the construction exceed sums available under the letter of credit or performance bond, then the City reserves all available rights in law and equity to recover its damages.
- e. *Increased credits for construction of capital improvements.* In the event that actual construction costs for agreed upon improvements exceed estimates used in credit

determination, the feepayer may request in writing that the credit be increased to account for such additional costs. Feepayer shall provide the impact fee administrator with sufficient documentation to substantiate and justify such request. Any increase in credit shall be made at the discretion of the impact fee administrator if it is determined that an increase is justified.

- (5) *Transferability of credits.* Impact fee credits shall not be transferable from one project or development to another unless so provided for in a development impact fee agreement with the City.
- (6) *Withdrawal of offer by applicant.* Any person who offers land and/or improvements in exchange for credits may withdraw the offer of dedication at any time prior to the transfer of legal title to the land or improvements in question and pay the full impact fees required by the appropriate impact fee ordinance.
- (7) *Cancellation of credit.* Once used, credits shall be canceled and shall not be reestablished even if the permit for which they were used expires without commencing construction. Credits issued in lieu of payment of impact fees shall run with the land.
- (8) *Credit for private park or recreation facilities.* An applicant may apply for credit against park and recreation impact fees otherwise due for private park or recreation improvements by filing a "Parks and Recreation Application for Impact Fee Credit for Private Recreation Facilities," section 11-131. In no circumstance shall credit for private park or recreation facilities exceed 50 percent of the park and recreation impact fees otherwise due.
- (9) The private park or recreation facilities for which credit is sought must serve a public recreational need and, the private park or recreation facilities for which credit is sought must be consistent with the park and recreational provisions within the City's comprehensive plan.
- (10) An applicant wishing to receive credit for private recreational facilities shall submit a request to the impact fee administrator. This request must contain:

An inventory of the private park and recreation facilities for which credit is sought, including:

- a. The nature or use of the park or recreation area;
 - b. The size of the facilities and the equipment or apparatus available to the users;
 - c. The availability of the spaces or facilities to development residents or occupants and the availability of the spaces or facilities to the general public;
 - d. The public park or recreation purpose that is served by the private facility; and
 - e. The park and recreational provisions of the City's comprehensive plan that are furthered by the private facilities.
- (11) The impact fee administrator shall consult with the City's Director of Planning and Zoning and the City's Director of Recreation and Parks on the application for credit. After review, the impact fee administrator shall, within 30 days, notify the applicant of the results of the review. If the request for credit is granted, the impact fee administrator shall notify the applicant of the granting and provide a letter stating the percentage of the park and recreation impact fee that would be applicable to the subject development. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the impact fee administrator before

credit will be given. If the applicant fails to sign, date, and return such document within 30 days of receipt, the impact fee administrator will consider the credit application to be inactive.

(12) The decision of the impact fee administrator may be appealed as set out in section 11-124.

Sec. 11-124. - Appeals.

(a) *Procedure.*

- (1) *Request for reconsideration.* If the applicant or feepayer is dissatisfied with a final decision from the impact fee administrator, deemed such by the impact fee administrator, an applicant, within 15 days of that final decision, may ask for reconsideration by the impact fee administrator by submitting a letter by overnight delivery or certified mail which explains the nature of the feepayer's disagreement with the decision of the impact fee administrator. On the basis of the feepayer's letter and the recommendation of the other departments, the impact fee administrator shall, within 15 days of the receipt for the request for reconsideration, provide a written determination with respect to the request for reconsideration to the applicant or feepayer.
- (2) *Appeal to the Mayor & Council.* All appeals from the impact fee administrator's determination shall be taken within 15 days of the impact fee administrator's decision on the request for reconsideration by submitting to the impact fee administrator by overnight delivery or certified mail a notice of appeal specifying the grounds therefor. The impact fee administrator shall transmit to the Mayor and Council all papers constituting the record upon which the action appealed from is taken. The Mayor and Council shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and make a determination on the appeal within a reasonable period of time following the hearing. Any applicant or feepayer taking an appeal shall have the right to appear at the hearing, to present their arguments through documentation and/or oral presentation, and may be represented by counsel.
- (3) *Judicial remedy.* Nothing in this chapter or in the impact fees ordinances is intended to preclude any applicant who is dissatisfied with the determination of the Mayor and Council from seeking a judicial remedy pursuant to the applicable state statutes regarding appeal procedures.

(b) *Payment of impact fees pending appeal.*

- (1) The permit applied for will not be issued unless the impact fee as determined by the impact fee administrator is paid in full, regardless of an appeal by an applicant.
- (2) Any reduction of impact fees resulting from a successful appeal shall be by refund of any excess amount paid at the time of the issuance of the permit. No interest will be paid on a refund of any such overpayment.

Sec. 11-125. - Enforcement.

(a) *Misdemeanor.*

- (1) Knowingly furnishing false information on any matter relating to the administration of the impact fees ordinances to the impact fee administrator, or any designee, shall

constitute a violation thereof.

- (2) A violation of the impact fee ordinances shall be a misdemeanor punishable according to law. Staff of the City who are aware of such violations shall present their evidence to the City's code enforcement officer and/or the City of Dawsonville Police Department for investigation and possible issuance of a citation.
- (b) *Code enforcement.* In addition to the enforcement provision in subsection (a) above, those authorized to enforce City of Dawsonville codes and ordinances may be requested by the impact fee administrator and/or the City attorney to enforce specified provisions of the impact fee ordinances.
- (c) *Penalty provision.* A violation of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction, the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution the City of Dawsonville shall have the power to sue in civil court to enforce the provisions of this chapter.

Sec. 11-126. - Review.

The impact fee study, the impact fee schedule set forth in section 11-117, this chapter and the administration of the impact fee system shall be reviewed by the Mayor and Council at least once every two fiscal years to determine if any updates or revisions are needed.

Sec. 11-127. - Amendments.

All additions or changes to this chapter shall be subject to review and approval by the Mayor and Council as amended items during the regular meetings of the Mayor and Council. Copies of this chapter as revised and approved by the Mayor and Council, and any subsequent amendments approved by the Mayor and Council, shall be made available to all City staff who administer impact fees and shall be made available to members of the general public, upon request, at designated locations in the City.

Sec. 11-128. - Land Use Categories

The following list of specific land use types within each fee schedule land use category is intended to provide guidance to the impact fee administrator in determining the appropriate classification of proposed land uses.

- (a) Single-Family Detached (per dwelling unit)
 - (1) Single-family detached
 - (2) Manufactured or mobile home subdivision
 - (3) Manufactured or mobile home on a separate lot outside a mobile home park
- (b) Multi-Family (per dwelling unit)
 - (1) Single Family Attached (Townhouse)
 - (2) Villa
 - (3) Duplex

- (4) Apartment
- (5) Condominium
- (6) Triplex
- (7) Fourplex
- (8) Retirement community (if multi-family dwelling units)
- (9) Accessory apartment
- (c) Mobile Home Park (per space)
 - (1) Manufactured or mobile home park
 - (2) Recreational vehicle park
 - (3) Recreation vehicle that requires building permit for electrical hook-up, etc.) as well as land use permit
- (d) Retail/Commercial (per square foot of gross floor area)
 - (1) Shopping center
 - (2) Freestanding retail
 - (3) Specialty retail center
 - (4) Supermarket
 - (5) Drug store or pharmacy
 - (6) Department store
 - (7) Discount store
 - (8) Hardware/paint store
 - (9) Furniture store
 - (10) Clothing/apparel/fabric store
 - (11) Jewelry/watch store
 - (12) Automobile sales or service
 - (13) Fast food restaurant
 - (14) High-turnover, sit-down restaurant
 - (15) Quality restaurant
 - (16) Bar or night club
 - (17) Convenience store
 - (18) Gas station/service station
 - (19) Car wash
 - (20) Barber shop
 - (21) Beauty salon
 - (22) Shoe repair shop

- (23) Dry cleaners
- (24) Amusement park
- (25) Bowling alley
- (26) Dance studio
- (27) Fitness center
- (28) Funeral home
- (29) Golf course or driving range
- (30) Marina
- (31) Movie theater
- (32) Vocational or technical school
- (33) Hotel or motel
- (34) Bed and breakfast inn
- (35) Boarding or rooming house
- (36) Campground
- (37) Commercial recreational facility, outdoor
- (38) Plant nursery or retail greenhouse
- (39) Shooting range, commercial
- (e) Office (per square foot of gross floor area)
 - (1) General office building
 - (2) Medical office or clinic
 - (3) Dental office
 - (4) Optician
 - (5) Chiropractor
 - (6) Veterinarian or kennel (except large animal, agricultural services)
 - (7) Investment broker
 - (8) Attorney
 - (9) Accountant
 - (10) Real estate
 - (11) Insurance
 - (12) Engineering
 - (13) Government agency
 - (14) Corporate headquarters
 - (15) Office park
 - (16) Research center

- (17) Financial institution
- (18) Bank (walk-in or drive-in)
- (19) Savings and loan (walk-in or drive-in)
- (20) Radio or television recording or broadcasting studio
- (21) Telemarketing
- (22) Software development or support
- (23) Business office of nonprofit organization
- (f) Industrial (per square foot of gross floor area)
 - (1) Light or heavy industrial
 - (2) Manufacturing
 - (3) Mining or extraction
 - (4) Assembly plant
 - (5) Bottling works
 - (6) Dry cleaning plant
 - (7) Industrial park
 - (8) Printing plant
 - (9) Research and development center
 - (10) Welding shop
 - (11) Wholesale bakery
- (g) Warehouse (per square foot of gross floor area)
 - (1) Storage warehouse
 - (2) Wholesale distributor
 - (3) Moving and storage
 - (4) Mini-warehouse
 - (5) Salvage yard or junk yard
 - (6) Mail processing center
 - (7) Wholesale Greenhouse
 - (8) Materials recovery facility
- (h) Public/Institutional (per square foot of gross floor area)
 - (1). Elementary, secondary or higher educational establishment
 - (2) Day care center
 - (3) Hospital
 - (4) Mental institution
 - (5) Nursing or convalescent home

- (6) Jail
- (7) Other institutional group quarters (congregate living facility, dormitory)
- (8) Fire station
- (9) City hall
- (10) County court house
- (11) Civic center
- (12) Convention center
- (13) Sports arena
- (14) Post office
- (15) Jail
- (16) Library
- (17) Museum
- (18) Place of religious worship
- (19) Military base
- (20) Airport
- (21) Bus station
- (22) Nonprofit club or lodge
- (23) Park or playground
- (24) Water or sewage treatment plant
- (25) Recycling collection point or recycling plant
- (26) Solid waste landfill or handling facility
- (27) Public utility facility

Sec. 11-129. - Impact Fee Calculation Form

**City of Dawsonville
IMPACT FEE CALCULATION FORM**

SECTION 1

Property Owner	Contractor
Permit Reference Number	Permit Type
Property ID Number	Job Address

The impact fees calculated herein have been determined based on the fee schedules adopted in the City of Dawsonville Code Impact Fee Ordinance. This form is authorized only for those building projects expressly identified above. Changes or modifications to the building referred to above or amendments to the impact fee schedules contained in the City of Dawsonville Impact Fee Ordinance shall render this calculation form null and void.

ANY CLAIM FOR CREDIT OR EXEMPTION MUST BE MADE NO LATER THAN THE TIME OF APPLICATION FOR A BUILDING PERMIT OR PERMIT FOR MOBILE HOME INSTALLATION. ANY CLAIM NOT SO MADE SHALL BE DEEMED WAIVED.

Signature	Date>
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LAND USE CATEGORY _____ (If Change, FROM _____ TO _____)
No. of Dwelling Units _____ (If Change, FROM _____ TO _____)
Nonresidential Sq. Feet _____ (If Change, FROM _____ TO _____)

CHANGE IN LAND USE CATEGORY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
SHELL PERMIT?	<input type="checkbox"/> YES <input type="checkbox"/> NO
CREDIT REQUESTED	<input type="checkbox"/> YES* <input type="checkbox"/> NO
CATEGORY REVIEW REQUESTED	<input type="checkbox"/> YES* <input type="checkbox"/> NO
INDIVIDUAL FEE APPLICATION	<input type="checkbox"/> YES* <input type="checkbox"/> NO

*IF YES IS CHECKED, DETERMINATION MUST BE MADE PRIOR TO RELEASE

PLANNING AND ZONING RELEASE _____ DATE: _____

PARKS IMPACT FEE

Parks Impact Fee	_____ units x \$ _____ per unit	\$ _____
Parks Credits Applied		\$ _____
Net Parks Impact Fees		\$ _____

TOTAL IMPACT FEES

Total Net Impact Fees Due	\$ _____
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SECTION 2. IMPACT FEES COLLECTION

To be filled out by Department of Planning and Zoning:

The total Impact Fees calculated in Section 1 of this form and shown here in Section 2 have been paid in full:

Amount:	\$ _____	_____
Date:	_____	Cashier Signature
Check Number:	_____	

In the event of possible refund of Development Impact Fees paid, please provide the following names and addresses:

Property Owner Name	Property Owner Address
Impact Fee Payer Name	Impact Fee Payer Address
Contractor Name	Contractor Address

Sec. 11-130. - Impact Fee Credit Application

City of Dawsonville IMPACT FEE CREDIT APPLICATION

CREDIT REQUEST

The City of Dawsonville development impact fee ordinances provide for the donation of property or the construction of facilities in lieu of impact fee payments for development projects within the City. Accordingly, you are hereby requested to review the submitted documentation to determine the applicable credit, if any.

Name of Applicant	
Street Address	
City, State, Zip Code	
Permit Number	
Approval Date	

CREDIT TRANSFER

Applicants for transfer of impact fee credits must attach a copy of the impact fee agreement approving the transferability of impact fee credits.

Account Number	Amount
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The above impact fee credit account has previously been established for the undersigned to be used to offset impact fee assessments in the City of Dawsonville, Georgia. Accordingly, you are hereby requested to transfer these credits as identified above.

Credit Holder's Name	Signature	Date
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APPLY CREDIT

Account Number	Service Area	Amount

The above impact fee credit account has previously been established for the undersigned to be used to offset impact fee assessments in the City of Dawsonville, Georgia. Accordingly, you are hereby requested to apply these credits as identified above to:

		\$
Account Number	Service Area	Amount
Subdivision/Project Name:		

Thank you for your prompt attention to the above request. .

Credit Holder's Name	Signature	Date

DEPARTMENTAL USE ONLY

—Approved Amount—

Name	Title	Date

Sec. 11-131. - Application for Parks and Recreation Credit for Private Facilities

City of Dawsonville
APPLICATION FOR PARKS AND RECREATION IMPACT
FEE CREDIT FOR PRIVATE FACILITIES

The City of Dawsonville development impact fee ordinances establish that park and recreation impact fees otherwise due may be reduced in recognition of the public benefit resulting from certain private park or recreational facilities. The impact fee administrator will review the following to determine the amount of reduction, if any, to be approved.

DEVELOPMENT _____

Please provide the name and location of the development and name of the agent. PRIVATE FACILITIES: The private facilities provided are:

Name	Location	Use	Size
Name	Location	Use	Size
Name	Location	Use	Size

Are these facilities:

Open to the public?	() Yes () No
Open to all residents/Occupants?	() Yes () No

PUBLIC PURPOSE

What public purpose is met by the provision of these private facilities? Please refer to the City of Dawsonville Comprehensive Plan in responding.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7b

SUBJECT: APPROVE 2024 FARMERS MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 03/04/2024

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 FARMER'S MARKET USE AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMERS MARKET (ARFM) DURING THE 2024 SEASON

HISTORY/ FACTS / ISSUES:

- **FIFTH SEASON OF RENTING THE SPACE FOR THE ARFM**
 - **OPENING DAY WILL BE SATURDAY APRIL 27, 2024**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF THE AGREEMENT

REQUESTED BY: Bob Bolz, City Manager

FARMERS MARKET USE AGREEMENT

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this _____ **day of** _____, **2024**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement which has been renewed multiple times; and

WHEREAS, as the use of the Pavilion for a Farmer’s Market has continued, the relationship between the parties for this purpose has evolved, and the parties have determined that this Agreement serves the best interest of all parties at this time.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein 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. **Term of this Agreement.** This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER shall have use of the Pavilion as set forth hereinafter on “Scheduled Days” (as hereinafter

defined) from April 27, 2024 until October 19, 2024. This Agreement shall terminate after October 19, 2024, unless renewed by the parties in writing.

2. Consideration. In consideration of the right to use the Pavilion to hold farmers markets on Scheduled Days, CHAMBER agrees to pay fifteen dollars (\$15) per month to the CITY beginning April 27, 2024, and twenty dollars (\$20) beginning June 29, 2024 through the termination of this Agreement. For the months of April and October, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement. "Scheduled Days" shall be as follows:

(a) Every Saturday beginning on April 27, 2024 through and including October 19, 2024, from 8:00 AM until 2:00 PM (the market will close at 1:00 PM with the last hour for any needed clean-up).

(b) Every Wednesday beginning after June 15, 2024, through and including October 16, 2024, from 3:00 PM to 5:00 PM (or until sold out).

(i) The foregoing notwithstanding, Chamber may elect in writing to delay the start of Wednesday Farmer's Markets (during the month of June) by delivering notice in writing to the City at least five (5) days prior to the scheduled Wednesday use in June.

(ii) The foregoing notwithstanding, upon ten (10) days advance notice the Chamber may elect to start Wednesday Farmer's Markets as early as June 5, 2024, upon proper notice.

4. Duties and Obligations of CITY. CITY shall provide use of the City's Pavilion to the CHAMBER on each Schedule Day during the Term. Each vendor will be allocated

approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Scheduled Days when the CHAMBER's Farmer's Market is open.

5. Duties and Obligations of CHAMBER. CHAMBER shall hold a Farmers Market at the Pavilion each Scheduled Day during the Term. On scheduled Saturdays, the Farmers Market shall not open for sales before 8:00 a.m. and shall end sales no later than 1:00 PM. On scheduled Wednesdays the Farmers Market shall not open for sales before 3:00 p.m. and shall end sales no later than 5:00 PM. CHAMBER shall be responsible for the policing, monitoring, and regulating products sold at each Farmers Market, as well as policing, monitoring, and regulating any vendors that CHAMBER allows to sell products at any occurrence of its Farmers Market. CHAMBER shall keep the Pavilion in a clean, neat, litter-free, and orderly condition, and shall be responsible for cleaning up after each use of the Pavilion. CHAMBER shall pick up any trash or debris left from the use of the Pavilion or sale of products, as well as return the Pavilion to the CITY in the condition it was found prior to use. CHAMBER shall not dispose, or allow any vendor to dispose of, any unsold merchandise on site or in on-site trash receptacles. At no time shall CHAMBER allow more than thirty (30) vendors to sell its products or merchandise at any occurrence of the Farmers Market.

6. Rights of City. CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

7. **Insurance and Indemnification.** CHAMBER shall add the CITY as an additional insured to its existing liability insurance policy for all use of the Pavilion and agrees to indemnify, defend, and hold CITY, and its respective officers, directors, agents, and employees (together, the “Indemnified Parties”), harmless from any and all claims, suits, demands, debts, undertakings or proceedings of any kind or nature, whether meritorious or frivolous, in any way arising out of the CHAMBER’s use, or any of CHAMBER’s vendors uses, of the Pavilion, including liability caused in whole or in part by the Indemnified Parties. CHAMBER shall, at its own expense, appear, defend, and pay all attorneys’ fees and all costs, and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against the Indemnified Parties in any such action, CHAMBER shall, at its own expense, satisfy and discharge the same.

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

9. **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 Agreement.

10. **Counterparts.** This Agreement 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.

11. Governing law, Venue and Jurisdiction. This Agreement 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 Agreement.

12. Construction. All terms used in this Agreement, 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 Agreement or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

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

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

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

[execution on following page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

**DAWSON COUNTY CHAMBER OF
COMMERCE, INC.**

By: John Walden, Mayor

By: Mandy Power, CEO

Date: _____

Date: _____

Attest:

Beverly A. Banister, Clerk

Secretary



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7c

SUBJECT: **APPROVE RESIDENTIAL PROPERTY LEASE AGREEMENTS**

CITY COUNCIL MEETING DATE: 03/04/2024

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 RESIDENTIAL PROPERTY LEASE AGREEMENTS FOR THE CITY'S RENTAL PROPERTIES LOCATED AT 224 FLAT CREEK DRIVE AND 557 HWY 9 NORTH

HISTORY/ FACTS / ISSUES:

- **224 FLAT CREEK DRIVE RENEWAL TERM IS MAY 1, 2024 – APRIL 30, 2025. AUTOMATICALLY RENEWABLE FOR TWO TERMS. RECOMMENDED RENTAL FEE IS \$750.00 PER MONTH**
- **557 HWY 9 NORTH – NEW RESIDENTIAL RENTAL PROPERTY: TERM WILL BE DETERMINED ONCE PROPERTY IS COMPLETE AND WILL BE A ONE YEAR TERM WITH TWO AUTOMATIC RENEWALS. RECOMMENDED RENTAL FEE IS \$800.00 PER MONTH.**
- **CITY ATTORNEY REVIEWED AND APPROVED THE LEASES.**

OPTIONS:

STAFF RECOMMENDS APPROVAL AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

LEASE AGREEMENT on RENTAL HOUSE

This Lease Agreement ("Lease") is made and entered this ____ day of _____, 2024 by and between **KIMBERLY COKER** ("Tenant") and the **CITY OF DAWSONVILLE** ("Landlord") as follows.

ARTICLE I DEMISE, DESCRIPTION, USE AND TERM

Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property with a residence at **224 Flat Creek Drive**, Dawsonville, Dawson County, Georgia (the "Leased Premises" or "Premises").

The Leased Premises shall be used for single-family residential purposes only.

The term of the lease shall be one year commencing on **May 1, 2024** and ending on **April 30, 2025**, unless sooner terminated or extended as provided herein. The lease shall automatically renew year-to-year (every 12 months) for two (2) terms unless either Tenant or Landlord terminates the Lease by written notice to the other on or before 30 days before the end of each 12-month term.

ARTICLE II RENT AND DEPOSITS

A. RENT: Tenant shall pay Landlord, during the term hereof, at the delivery address of 415 Highway 53 East, Dawsonville, GA 30534, in monthly installments for the period as set forth above the total sum of **\$750.00** per month. All rents set forth herein shall be deemed fully earned and wholly non-refundable when paid.

Rent will be due and payable by the 1st day of every month without notice or demand, and if not actually received by the Landlord by the 10th of the month, the rental payment shall be late. For any late payment received after the 10th of the month, Tenant shall pay to Landlord a penalty of five percent (5%) of the Rent due. Such penalty payment shall be due immediately and must be included with the payment of the past due Rent. Rent shall be paid without offset or deduction of any kind or for any reason. If the term shall commence or end on a date other than the 1st day of the calendar month, the monthly rent shall be prorated on a per diem basis with respect to such fractional calendar month and shall be paid on the day rent is first due hereunder.

B. SECURITY DEPOSIT: Tenant has paid pursuant to a prior iteration of this lease to Landlord a \$750.00 Security Deposit. Landlord shall hold the Security Deposit in a non-interest-bearing account. The deposit shall be refundable to Tenant at the end of the term of the lease, less any costs for any damages which have been caused by the Tenant. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part toward the payment of any unpaid rent or any other payment due pursuant to this lease including but not limited to fees for insurance, maintenance, utilities or repair. Upon termination of this Lease, Tenant shall return the Premises to Landlord in "broom clean" undamaged condition, reasonable wear and tear excepted.

ARTICLE III TAXES AND ASSESSMENTS

Landlord shall be responsible for the payment of real property taxes on the Property, if any. Tenant shall be responsible for the payment and discharge of all personal property taxes, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all interests therein and all improvements and other property thereto.

ARTICLE IV LOSS OR DAMAGE TO THE LEASED PREMISES

A. LANDLORD'S LIABILITY: Landlord will not be liable for (1) any damage to Tenant's property by theft, casualty or otherwise, or (2) any personal injury or other property damage.

B. INDEMNIFICATION OF LANDLORD: Tenant will not do anything on the Leased Premises that may subject Landlord to any liability for damage to person or property or by reason of any violation of law. Tenant will indemnify and hold Landlord harmless from all liability, and any other expense, due to (1) any breach of any covenant contained in this Lease to be performed by Tenant; (2) any alteration or other work performed by Tenant on the Leased Premises; and (3) any other personal injury or property damage occurring in or about the Leased Premises except as encompassed herein.

C. RIGHT OF TERMINATION: In the event of damage to the Leased Premises having the effect of rendering the intended use of the Leased Premises economically unviable for a period of more than 90 days, then either party hereto may terminate this Lease by giving such other party thirty (30) days written notice of such termination. Events of damage or casualty which are expected to take less than 90 days to remedy shall not be grounds for termination, but shall be grounds for abatement of rental payments only during the time the property cannot be used for its intended purpose. Should either party exercise its options to terminate the Lease, Tenant shall pay to Landlord all rent and other charges accrued as of the effective date of termination and neither party shall have any further obligations to the other except for any refunds of any excess in the pro-rata shares paid for any charges for the final year of this Lease.

D. PARTIAL DESTRUCTION: In the event of any casualty, damage or destruction to the Leased Premises not resulting in termination of this Lease under the preceding paragraph, Landlord to the extent of any proceeds derived from any policy of insurance described herein shall commence to repair and rebuild the Leased Premises to substantially the condition which existed prior to such occurrence. In the event such is an uninsured loss, the Landlord shall not be required to rebuild or repair same and rent shall partially abate and be payable in the percentage that the square footage of the Leased Premises immediately after such event bears to the square footage of the Leased Premises immediately prior to such event of casualty, damage or destruction. Such abatement shall continue until such time as the Leased Premises is repaired to a substantially similar condition as existed prior to such event of casualty, damage or destruction as may be limited hereinabove.

E. TENANT'S RESPONSIBILITY FOR LOSS OR DAMAGE: In no event shall Tenant have the right to terminate this Lease pursuant to this Article if any casualty, loss or damage is directly or indirectly attributable to the acts or omissions of Tenant.

ARTICLE V UTILITIES

Tenant shall, during the term hereof, pay all charges for telephone, internet, gas, electricity, sewage, water, garbage and any other utilities or services used in or on the Leased Premises immediately on becoming due and shall hold Landlord harmless from any liability thereof.

ARTICLE VI WASTE AND NUISANCE

Tenant shall not commit, nor suffer to be committed, any waste on the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose, nor shall Tenant permit the Leased Premises to be in violation of any regulation of any governmental body or authority. Tenant shall have no more than two (2) vehicles at any given time, for no more than a twenty four hour (24) consecutive period of time in the driveway of Leased Premises; unless special circumstances warrant it, including holidays, birthdays and any other acceptable dates approved by the Landlord.

ARTICLE VII REPAIRS

Tenant accepts the Leased Premises "as is." In the event that any problem arises for any repair of a problem that Tenant believes is the responsibility of Landlord, Tenant shall promptly notify Landlord.

Tenant agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Tenant further agrees to keep the Leased Premises clean and free of trash, and to maintain the yard, landscaping, walkways, driveways, pavement and curbs in and about the Leased Premises. If Tenant neglects or refuses to do such maintenance, Landlord may perform such work on behalf of Tenant and Tenant will promptly, on demand, reimburse Landlord for the cost of such work.

ARTICLE VIII FIXTURES AND IMPROVEMENTS

Tenant shall have the right, if not in default, at any time, and from time to time during the term and any extended term hereof, at his sole cost and expense, to renovate and affix and install such property and equipment to, in or on the Leased Premises as he shall deem advisable, upon the written consent of the Landlord. Any such fixtures, equipment and other property installed in or affixed to or on the Leased Premises shall remain the property of the Tenant, and Landlord agrees that Tenant shall have the right, if not in default, at any time, and from time to time, to remove any and all such fixtures, equipment and other property; provided, however, that Tenant shall return the Leased Premises to the condition prior to the installation of such fixtures, equipment or other property through any and all necessary repair or refurbishment and provided further that any such fixtures, equipment or property not removed from the Leased Premises within 30 days after expiration or sooner termination of the term or extended term hereof shall be deemed to have been abandoned by Tenant and shall thereupon become the absolute property of Landlord without compensation to Tenant.

ARTICLE VIII QUIET POSSESSION

Landlord shall, on the commencement date of the term of this Lease as hereinabove set forth, place Tenant in quiet possession of the Leased Premises and shall secure him in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and each extension thereof.

ARTICLE IX HOLD OVER BY TENANT AND RIGHT OF LANDLORD TO TERMINATE

Should Tenant hold over at the expiration of the Lease term, Tenant shall be deemed a Tenant at Will, leasing on a month-to-month basis. The monthly rental during any such hold over period shall be the monthly rental paid for the last month of this lease plus 50%, payable in advance on the first day of each month.

During any such hold over period, Landlord may terminate Tenant's tenancy at will upon 30 days written notice to Tenant whereupon Tenant agrees to surrender possession of the Leased Premises to Landlord.

Tenant hereby agrees that during any such hold over period, all other Articles of this Agreement shall continue in full force and effect as during the initial term provided, only that right of termination and rental payments shall be governed by this Article X.

ARTICLE X DEFAULTS AND REMEDIES

A. DEFAULT: The occurrence of any of the following events shall be deemed to be an event of default by Tenant under this Lease:

(1) If any installment of minimum rent or any other charge or payment due to Landlord pursuant to the terms hereof is not paid to Landlord within ten (10) days after same becomes due.

(2) Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease by Tenant, and shall not cure such failure within (15) days after notice thereof to Tenant.

(3) Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Lease, or use the Premises for a purpose not permitted by this Lease.

(4) Tenant shall assign this Lease or sublet the Premises without Landlord's consent.

B. LANDLORD'S RIGHTS ON DEFAULT: Upon the occurrence of any of the aforesaid events of default, or upon the occurrence of any other default by Tenant under this Lease, Landlord shall have the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may

be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor, Tenant hereby agreeing to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim for damages therefor, and if Landlord so elects, re-let the Premises on such terms as Landlord may deem advisable and receive the rent therefor, Tenant hereby agreeing to pay to Landlord on demand any deficiency between the rent hereunder and the avails of such re-letting.

(3) Landlord may do whatever Tenant is obligated to do by the terms of this Lease and seek reimbursement therefore if applicable.

C. EXPRESS WAIVER: The failure of Landlord to insist upon the Tenant's strict performance of any term, condition or covenant herein contained, shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver of any subsequent breach or default by that party in the performance of the terms, conditions and covenants herein. Notwithstanding the foregoing any acceptance by Landlord of a payment of rent shall not constitute a waiver of any other default, regardless of notice by Landlord of any such other default at the time of acceptance of such payment of rent.

D. REMEDIES: Pursuit by Landlord of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit by Landlord of any remedy herein provided constitute (i) an election of remedies thereby excluding the later election of an alternate remedy, or (ii) forfeiture or waiver of any rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, covenants, warranties and provisions herein contained. No action taken by or on behalf of the Landlord shall be construed to be an acceptance of a surrender of this Lease. Forbearance by the Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason by any re-letting of the Premises by Landlord as above provided, allowance shall be made for expense of repossession and any repairs or remodeling undertaken by Landlord following repossession, together with additional brokerage fees, if any. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding.

E. CHECK CHARGES: Landlord shall charge of fee of \$25 for any check for rent returned for insufficient funds. Such charges shall be due on Landlord's demand and are in addition to other default rights and remedies of Landlord.

ARTICLE XII ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, assign, or transfer this Lease, or sublet the Leased Premises or any part thereof, or permit the Premises or any part thereof to be used for any purpose which would violate Article I above, without the prior written consent of Landlord in each instance. Any assignment, or subletting of this Lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article XIII shall be void and shall, at the option of the Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

ARTICLE XII ACCESS BY LANDLORD

Landlord and its agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as Landlord may deem necessary or desirable, whether or not required of Landlord hereunder. During the last three (3) months of the term, Landlord shall have the right to place upon the Premises "For Sale" or "For Rent" notice and signs that Tenant shall permit to remain thereon without interference.

ARTICLE XIII SURRENDER OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition to enable Landlord to immediately market the Premises for rent or sale. All areas of the Leased Premises shall be clean and free of rubbish, and the property shall be returned in the same condition it was leased, reasonable wear and tear excepted.

ARTICLE XIV NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted beside the signature of the respective parties, as the case may be, and shall be deemed given and received on the date delivered or mailed. Either party may, by notice to the other, specify a different address for notice purposes. Upon Tenant's occupancy of the Leased Premises, either the Leased Premises or the address stated below shall constitute the Tenant's address for notice purposes, and a notice to either address shall be valid notice to Tenant.

ARTICLE XV MISCELLANEOUS

A. TIME OF ESSENCE: Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

B. PARTIAL INVALIDITY: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

C. DAMAGE OR THEFT OF PERSONAL PROPERTY: All personal property brought into the Leased Premises by Tenant or Tenant's invitees shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned from any act of co-Tenants, occupants, invitees or other users of the Leased Premises, or any person. Tenant shall be responsible, at Tenant's expense, to carry such insurance against such risks as Tenant deems appropriate.

D. LANDLORD WARRANTY: The Landlord has not warranted that the Leased Premises is fit for any particular purpose and Tenant either under this Lease accepts the premises in an "as is" condition. Further, Tenant represents, acknowledges and warrants that Tenant has had ample time to review the subject premises prior to the execution of this Lease Agreement and is satisfied with said condition of the premises.

E. WAIVER: No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the Leased Premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Leased Premises.

F. SUCCESSORS AND ASSIGNS: Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

G. HEADINGS; LANDLORD AND TENANT: The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders.

H. NO ESTATE BY TENANT: This Lease shall create the relationship of Landlord and Tenant between Landlord and Tenant. No estate shall pass out of Landlord, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided in Article XIII hereof.

I. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

J. BROKERS: Tenant warrants that no broker, finder or real estate agent has had any involvement or participation in the negotiation or procurement of this Lease, nor has Tenant

used or engaged any broker, agent or finder with respect to this Lease. Tenant will indemnify and hold Landlord harmless from and against any claims of any broker, agent or finder against Landlord or any loss or cost as a result of the claim or demands any broker, agent or finder with respect to this Lease.

K. ACKNOWLEDGMENTS: The parties are executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

L. GOVERNING LAW: This Lease shall be interpreted under and governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, Tenant and Landlord have duly signed, sealed and delivered this Lease as of the date above written.

Signed, sealed and delivered this _____
day of _____ 2024, in the presence of:

Notary Signature [Seal]

Witness

Signed, sealed and delivered this _____
day of _____ 2024, in the presence of:

Notary Signature [Seal]

Witness

TENANT:

Signature

By: KIMBERLY COKER

Its: TENANT

Mailing Address for Tenant:

LANDLORD:

Signature

By: John Walden

Its: MAYOR

Address for Landlord:
415 HWY 53 East, Suite 100
Dawsonville, GA 30534

LEASE AGREEMENT on RENTAL HOUSE

This Lease Agreement ("Lease") is made and entered this ____ day of _____, 2021 by and between Annette Watson ("Tenant") and the **CITY OF DAWSONVILLE** ("Landlord") as follows.

ARTICLE I DEMISE, DESCRIPTION, USE AND TERM

Landlord leases to Tenant, and Tenant leases from Landlord, that certain real property with a residence at 557 Hwy 9 N, Dawsonville, Dawson County, Georgia (the "Leased Premises" or "Premises").

The Leased Premises shall be used for single-family residential purposes only.

The term of the lease shall be one year commencing on _____ and ending on _____, unless sooner terminated or extended as provided herein. The lease shall automatically renew year-to-year (every 12 months) for two (2) terms unless either Tenant or Landlord terminates the Lease by written notice to the other on or before 30 days before the end of each 12-month term.

ARTICLE II RENT AND DEPOSITS

A. **RENT**: Tenant shall pay Landlord, during the term hereof, at the delivery address of 415 Highway 53 East, Dawsonville, GA 30534, in monthly installments for the period as set forth above the total sum of **\$800.00** per month. All rents set forth herein shall be deemed fully earned and wholly non-refundable when paid.

Rent will be due and payable by the 1st day of every month without notice or demand, and if not actually received by the Landlord by the 10th of the month, the rental payment shall be late. For any late payment received after the 10th of the month, Tenant shall pay to Landlord a penalty of five percent (5%) of the Rent due. Such penalty payment shall be due immediately and must be included with the payment of the past due Rent. Rent shall be paid without offset or deduction of any kind or for any reason. If the term shall commence or end on a date other than the 1st day of the calendar month, the monthly rent shall be prorated on a per diem basis with respect to such fractional calendar month and shall be paid on the day rent is first due hereunder.

B. **SECURITY DEPOSIT**: Tenant has paid pursuant to a prior iteration of this lease to Landlord a \$_____ Security Deposit. Landlord shall hold the Security Deposit in a non-interest-bearing account. The deposit shall be refundable to Tenant at the end of the term of the lease, less any costs for any damages which have been caused by the Tenant. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part toward the payment of any unpaid rent or any other payment due pursuant to this lease including but not limited to fees for insurance, maintenance, utilities or repair. Upon termination of this Lease, Tenant shall return the Premises to Landlord in "broom clean" undamaged condition, reasonable wear and tear excepted.

ARTICLE III TAXES AND ASSESSMENTS

Landlord shall be responsible for the payment of real property taxes on the Property, if any. Tenant shall be responsible for the payment and discharge of all personal property taxes, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all interests therein and all improvements and other property thereto.

ARTICLE IV LOSS OR DAMAGE TO THE LEASED PREMISES

A. LANDLORD'S LIABILITY: Landlord will not be liable for (1) any damage to Tenant's property by theft, casualty or otherwise, or (2) any personal injury or other property damage.

B. INDEMNIFICATION OF LANDLORD: Tenant will not do anything on the Leased Premises that may subject Landlord to any liability for damage to person or property or by reason of any violation of law. Tenant will indemnify and hold Landlord harmless from all liability, and any other expense, due to (1) any breach of any covenant contained in this Lease to be performed by Tenant; (2) any alteration or other work performed by Tenant on the Leased Premises; and (3) any other personal injury or property damage occurring in or about the Leased Premises except as encompassed herein.

C. RIGHT OF TERMINATION: In the event of damage to the Leased Premises having the effect of rendering the intended use of the Leased Premises economically unviable for a period of more than 90 days, then either party hereto may terminate this Lease by giving such other party thirty (30) days written notice of such termination. Events of damage or casualty which are expected to take less than 90 days to remedy shall not be grounds for termination, but shall be grounds for abatement of rental payments only during the time the property cannot be used for its intended purpose. Should either party exercise its options to terminate the Lease, Tenant shall pay to Landlord all rent and other charges accrued as of the effective date of termination and neither party shall have any further obligations to the other except for any refunds of any excess in the pro-rata shares paid for any charges for the final year of this Lease.

D. PARTIAL DESTRUCTION: In the event of any casualty, damage or destruction to the Leased Premises not resulting in termination of this Lease under the preceding paragraph, Landlord to the extent of any proceeds derived from any policy of insurance described herein shall commence to repair and rebuild the Leased Premises to substantially the condition which existed prior to such occurrence. In the event such is an uninsured loss, the Landlord shall not be required to rebuild or repair same and rent shall partially abate and be payable in the percentage that the square footage of the Leased Premises immediately after such event bears to the square footage of the Leased Premises immediately prior to such event of casualty, damage or destruction. Such abatement shall continue until such time as the Leased Premises is repaired to a substantially similar condition as existed prior to such event of casualty, damage or destruction as may be limited hereinabove.

E. TENANT'S RESPONSIBILITY FOR LOSS OR DAMAGE: In no event shall Tenant have the right to terminate this Lease pursuant to this Article if any casualty, loss or damage is directly or indirectly attributable to the acts or omissions of Tenant.

ARTICLE V

UTILITIES

Tenant shall, during the term hereof, pay all charges for telephone, internet, gas, electricity, sewage, water, garbage and any other utilities or services used in or on the Leased Premises immediately on becoming due and shall hold Landlord harmless from any liability thereof.

ARTICLE VI WASTE AND NUISANCE

Tenant shall not commit, nor suffer to be committed, any waste on the Leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose, nor shall Tenant permit the Leased Premises to be in violation of any regulation of any governmental body or authority. Tenant shall have no more than two (2) vehicles at any given time, for no more than a twenty four hour (24) consecutive period of time in the driveway of Leased Premises; unless special circumstances warrant it, including holidays, birthdays and any other acceptable dates approved by the Landlord.

ARTICLE VII REPAIRS

Tenant accepts the Leased Premises "as is." In the event that any problem arises for any repair of a problem that Tenant believes is the responsibility of Landlord, Tenant shall promptly notify Landlord.

Tenant agrees to keep the Leased Premises in good order and repair, reasonable wear and tear excepted. Tenant further agrees to keep the Leased Premises clean and free of trash, and to maintain the yard, landscaping, walkways, driveways, pavement and curbs in and about the Leased Premises. If Tenant neglects or refuses to do such maintenance, Landlord may perform such work on behalf of Tenant and Tenant will promptly, on demand, reimburse Landlord for the cost of such work.

ARTICLE VIII FIXTURES AND IMPROVEMENTS

Tenant shall have the right, if not in default, at any time, and from time to time during the term and any extended term hereof, at his sole cost and expense, to renovate and affix and install such property and equipment to, in or on the Leased Premises as he shall deem advisable, upon the written consent of the Landlord. Any such fixtures, equipment and other property installed in or affixed to or on the Leased Premises shall remain the property of the Tenant, and Landlord agrees that Tenant shall have the right, if not in default, at any time, and from time to time, to remove any and all such fixtures, equipment and other property; provided, however, that Tenant shall return the Leased Premises to the condition prior to the installation of such fixtures, equipment or other property through any and all necessary repair or refurbishment and provided further that any such fixtures, equipment or property not removed from the Leased Premises within 30 days after expiration or sooner termination of the term or extended term hereof shall be deemed to have been abandoned by Tenant and shall thereupon become the absolute property of Landlord without compensation to Tenant.

ARTICLE VIII QUIET POSSESSION

Landlord shall, on the commencement date of the term of this Lease as hereinabove set forth, place Tenant in quiet possession of the Leased Premises and shall secure him in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and each extension thereof.

ARTICLE IX HOLD OVER BY TENANT AND RIGHT OF LANDLORD TO TERMINATE

Should Tenant hold over at the expiration of the Lease term, Tenant shall be deemed a Tenant at Will, leasing on a month-to-month basis. The monthly rental during any such hold over period shall be the monthly rental paid for the last month of this lease plus 50%, payable in advance on the first day of each month.

During any such hold over period, Landlord may terminate Tenant's tenancy at will upon 30 days written notice to Tenant whereupon Tenant agrees to surrender possession of the Leased Premises to Landlord.

Tenant hereby agrees that during any such hold over period, all other Articles of this Agreement shall continue in full force and effect as during the initial term provided, only that right of termination and rental payments shall be governed by this Article X.

ARTICLE X DEFAULTS AND REMEDIES

A. DEFAULT: The occurrence of any of the following events shall be deemed to be an event of default by Tenant under this Lease:

(1) If any installment of minimum rent or any other charge or payment due to Landlord pursuant to the terms hereof is not paid to Landlord within ten (10) days after same becomes due.

(2) Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease by Tenant, and shall not cure such failure within (15) days after notice thereof to Tenant.

(3) Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Lease, or use the Premises for a purpose not permitted by this Lease.

(4) Tenant shall assign this Lease or sublet the Premises without Landlord's consent.

B. LANDLORD'S RIGHTS ON DEFAULT: Upon the occurrence of any of the aforesaid events of default, or upon the occurrence of any other default by Tenant under this Lease, Landlord shall have the option to pursue any one (1) or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take

possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor, Tenant hereby agreeing to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

(2) Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim for damages therefor, and if Landlord so elects, re-let the Premises on such terms as Landlord may deem advisable and receive the rent therefor, Tenant hereby agreeing to pay to Landlord on demand any deficiency between the rent hereunder and the avails of such re-letting.

(3) Landlord may do whatever Tenant is obligated to do by the terms of this Lease and seek reimbursement therefore if applicable.

C. EXPRESS WAIVER: The failure of Landlord to insist upon the Tenant's strict performance of any term, condition or covenant herein contained, shall not be deemed a waiver of any rights or remedies that such party may have, and shall not be deemed a waiver of any subsequent breach or default by that party in the performance of the terms, conditions and covenants herein. Notwithstanding the foregoing any acceptance by Landlord of a payment of rent shall not constitute a waiver of any other default, regardless of notice by Landlord of any such other default at the time of acceptance of such payment of rent.

D. REMEDIES: Pursuit by Landlord of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit by Landlord of any remedy herein provided constitute (i) an election of remedies thereby excluding the later election of an alternate remedy, or (ii) forfeiture or waiver of any rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, covenants, warranties and provisions herein contained. No action taken by or on behalf of the Landlord shall be construed to be an acceptance of a surrender of this Lease. Forbearance by the Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason by any re-letting of the Premises by Landlord as above provided, allowance shall be made for expense of repossession and any repairs or remodeling undertaken by Landlord following repossession, together with additional brokerage fees, if any. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding.

E. CHECK CHARGES: Landlord shall charge of fee of \$25 for any check for rent returned for insufficient funds. Such charges shall be due on Landlord's demand and are in addition to other default rights and remedies of Landlord.

ARTICLE XII ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, assign, or transfer this Lease, or sublet the Leased Premises or any part thereof, or permit the Premises or any part thereof to be used for any purpose which would violate Article I above, without the prior written consent of Landlord in each instance. Any assignment, or subletting of this Lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article XIII shall be void and shall, at the option of the Landlord, terminate this Lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

ARTICLE XII ACCESS BY LANDLORD

Landlord and its agents shall have the right to enter the Leased Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as Landlord may deem necessary or desirable, whether or not required of Landlord hereunder. During the last three (3) months of the term, Landlord shall have the right to place upon the Premises "For Sale" or "For Rent" notice and signs that Tenant shall permit to remain thereon without interference.

ARTICLE XIII SURRENDER OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises to Landlord in the condition to enable Landlord to immediately market the Premises for rent or sale. All areas of the Leased Premises shall be clean and free of rubbish, and the property shall be returned in the same condition it was leased, reasonable wear and tear excepted.

ARTICLE XIV NOTICES

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted beside the signature of the respective parties, as the case may be, and shall be deemed given and received on the date delivered or mailed. Either party may, by notice to the other, specify a different address for notice purposes. Upon Tenant's occupancy of the Leased Premises, either the Leased Premises or the address stated below shall constitute the Tenant's address for notice purposes, and a notice to either address shall be valid notice to Tenant.

ARTICLE XV MISCELLANEOUS

A. TIME OF ESSENCE: Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

B. PARTIAL INVALIDITY: Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

C. DAMAGE OR THEFT OF PERSONAL PROPERTY: All personal property brought into the Leased Premises by Tenant or Tenant's invitees shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned from any act of co-Tenants, occupants, invitees or other users of the Leased Premises, or any person. Tenant shall be responsible, at Tenant's expense, to carry such insurance against such risks as Tenant deems appropriate.

D. LANDLORD WARRANTY: The Landlord has not warranted that the Leased Premises is fit for any particular purpose and Tenant either under this Lease accepts the premises in an "as is" condition. Further, Tenant represents, acknowledges and warrants that Tenant has had ample time to review the subject premises prior to the execution of this Lease Agreement and is satisfied with said condition of the premises.

E. WAIVER: No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the Leased Premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Leased Premises.

F. SUCCESSORS AND ASSIGNS: Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

G. HEADINGS; LANDLORD AND TENANT: The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant", as used herein, shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders.

H. NO ESTATE BY TENANT: This Lease shall create the relationship of Landlord and Tenant between Landlord and Tenant. No estate shall pass out of Landlord, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided in Article XIII hereof.

I. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

J. BROKERS: Tenant warrants that no broker, finder or real estate agent has had any involvement or participation in the negotiation or procurement of this Lease, nor has Tenant

used or engaged any broker, agent or finder with respect to this Lease. Tenant will indemnify and hold Landlord harmless from and against any claims of any broker, agent or finder against Landlord or any loss or cost as a result of the claim or demands any broker, agent or finder with respect to this Lease.

K. ACKNOWLEDGMENTS: The parties are executing this Lease voluntarily and without any duress or undue influence. The parties have carefully read this Lease and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy.

L. GOVERNING LAW: This Lease shall be interpreted under and governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, Tenant and Landlord have duly signed, sealed and delivered this Lease as of the date above written.

Signed, sealed and delivered this _____
day of _____, _____, in the presence of:

Notary Signature [Seal]

Witness

Signed, sealed and delivered this _____
day of _____, _____, in the presence of:

Notary Signature [Seal]

Witness

TENANT:

Signature

By: Annette Watson

Its: TENANT

Mailing Address for Tenant:

LANDLORD:

Signature

By: John Walden

Its: MAYOR

Address for Landlord:
415 HWY 53 East, Suite 100
Dawsonville, GA 30534



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7d

SUBJECT: **APPROVE CONTRACTS FOR AWARDED BIDS CONCERNING UPGRADES AT
THE DAWSONVILLE HISTORY MUSEUM**

CITY COUNCIL MEETING DATE: 03/04/2024

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 CONTRACTS AWARDED FOR BIDS CONCERNING
UPGRADES AT THE DAWSONVILLE HISTORY MUSEUM**

HISTORY/ FACTS / ISSUES:

- **BID #24-RFB-005 AWARDED TO WINDSOR PINE ON 02/05/2024 IN THE AMOUNT OF \$107,280.00.**
- **BID #24-RFB-006 AWARDED TO THE WH PLATTS CO ON 02/05/2024 IN THE AMOUNT OF \$62,358.98**
- **BID #24-RFB-007 AWARDED TO ATLANTA HOME THEATER ON 02/19/2024 IN THE AMOUNT OF \$207,886.00.**
- **ATTORNEY TALLANT PREPARED THE CONTRACTS**
- **FUNDING SOURCE: ONEGEORGIA SPECIAL PURPOSE GRANT**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director

CONTRACT

City: The City of Dawsonville Georgia
415 Highway 53 East
Dawsonville, Georgia 30534

Contractor: Windsor Pine, LLC
125 P. Rickman Industrial Drive
Canton, Georgia 30115

WHEREAS the City of Dawsonville, (the "City") has determined to proceed with **the Purchase and Installation of 50's Garage Store Front** (hereinafter "Project") which was released either for bid or for proposals, the documents related to such bid or proposal being attached hereto as Exhibit "A";

WHEREAS **Windsor Pine, LLC**, (hereinafter referred to as "Contractor") placed a Bid/Proposal on the Project or submitted a proposal for the project, and was selected by the City for the completion of the Project;

WHEREAS Contractor agreed to perform the work on the Project to the specifications presented in Exhibit "A" as per Contractor's submittal shown in Exhibit "B";

AND WHEREAS the City has awarded the Contract on the Project to Contractor.

NOW THEREFORE, having determined that Contractor and the City desire to enter into an agreement for the Project, both parties do hereby agree and covenant as follows:

PURPOSE OF CONTRACT AND PAYMENT

Section 1) That in consideration of the promises of City set forth below, Contractor agrees to provide all materials, equipment and labor for the services described in Exhibits A and B.

Section 2) That in consideration of the promises of the Contractor set forth in this Contract, the City agrees to pay to Contractor remittances for services performed under the terms of this Contract as those funds are received by the City pursuant to that certain One-Georgia Grant which the City was awarded, subject to the inspection and progress requirements described more fully below. However, the total amount to be paid to Contractor under the terms of this Contract shall not exceed **one hundred seven thousand two hundred eighty and 00/100s (\$107,280.00)** without written approved change orders or contract amendments executed by both City and Contractor. (said sum hereinafter referred to as the "Contract Price").

Section 3) On a monthly basis, Contractor shall submit a payment invoice describing work completed during the previous thirty (30) days and requesting payment for said

work less a five percent (5%) retainage. Following inspection and approval of the work reflected on the payment invoice, the City will make payment to the Contractor within ten (10) days of the City receiving funds from the State of Georgia pursuant to the One Georgia Grant awarded to the City which grant funds are intended and purposed for the payment of the Project. Upon final inspection, approval of the completed work, a determination that there is no need to withhold funds for damages, contract completion, or liquidated damages, acceptance of the project, and receipt of funds from the State of Georgia as described herein, the City will forward payment of the remaining five percent (5%) retainage to Contractor.

SPECIFICATIONS FOR COMPLETION

Section 4) The improvements shall be made and completed in all things in accordance with the plans and specifications contained in Exhibits A and B, which plans and specifications are referred to and made a part of this contract to the same extent as if they were specifically set forth.

Section 5) All of the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with the plans and specifications, and Contractor accepts and consents to the conditions contained in the plans and specifications and expressly agrees to comply with every requirement and stipulation contained in them to be performed by the party contracting to do the work. The Mayor and Council or their designee shall decide every question that can or may arise between the parties relative to the construction of this contract and to its performance, including all questions as to the quality, quantity, amount, and prices of the several kinds of work that may be performed or material furnished under this contract, and this determination shall be conclusive upon the parties. In the event Contractor shall violate any of the provisions of this contract, the City shall ascertain and determine the amount of damages resulting from the violation, which determination shall be conclusive, and Contractor shall pay to the City the amount of damages as ascertained and determined.

Section 6) The City reserves the right to make minor changes in the location, line, grade, plan, form and dimensions of the work, or any part of them, either before or after the commencement of construction. Such minor changes shall not warrant any claim for damages on the part of the Contractor through consequent increase or decrease of quantities in any items of the work. Any changes to the Work which contractor and City cannot agree are "minor" will be subject to and will require a change order.

Section 7) Contractor has examined carefully the site of the work and the plans and specifications for the work, and shall satisfy itself as to the character, quality and quantity of all working conditions and obstacles to be encountered. Contractor shall receive no additional compensation for any obstacles or difficulties due conditions actually encountered which should have been discovered during Contractor's

examination of the site. Contractor's commencement of its work, preceded by a reasonable review of supporting and/or contiguous work of others, shall not constitute a waiver of the Owner's obligation to construct or ensure the work of others is in accordance with tolerances and quality levels specified in the Contract Documents. Neither the Contractor nor its lower tier subcontractors shall be responsible or liable in any way for errors and omissions in the work of others. The Contractor agrees to make a reasonable effort to cooperate with the coordination of its work with the work of other trades and report any deficiencies it finds as part of performing its work. The Contractor shall not be required to take off as built dimensions to design its work.

Section 8) The Contractor, its superintendent and foreman shall promptly obey and follow every order or direction which shall be given by the City or its designee in accordance with the terms of this contract.

Section 9) The Contractor will be held responsible for the care, protection, and condition of all of its work until its scope of work is finally completed and accepted, and will be required to make good at its own cost any damage or injury occurring as a result of Contractor's acts or omissions. The Contractor agrees to exercise reasonable care in protecting the existing construction and improvements from damage during the performance of its work on the Project.

Section 10) The Contractor is not responsible for the repair of damage to its work caused by others but will help in mitigating any issues from other Contractors. Contractor assumes responsibility for any temporary protection measures, protective coverings, temporary construction, barricades, it deems necessary during this Agreement.

Section 11) Owner is responsible for providing and maintaining clear, level, well-drained unloading areas and access around the existing structure for Contractor to use while performing work under this Agreement. Any debris, trash, or other items resulting from Contractor's work on the Project shall be stored and arranged daily so as not to impeded the progress and work of other trades, and shall be removed at Contractor's expense at the conclusion of Contractor's work on the Project.

Section 12) Any work or materials found not meeting the requirements of the specifications shall be removed by or at the expense of the Contractor and good and satisfactory work or material substituted therefore. Neither the Contractor nor its lower-tier sub-subcontractors shall be responsible or liable in any way for errors and omissions in the work of others.

Section 13) The Contractor shall be responsible for the completion of the work according to the contract documents and its responsibility shall not cease until the whole work contracted for is completed and accepted.

Section 14) The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper time. Contractor shall carefully

study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. Any inconsistencies, conflicts, contradictions, or other irregularities with the Contract Documents or the work to be performed by Contractor shall be reported promptly, and in not less than two days from their discovery in any event, or Contractor waives any claim for additional time or compensation to address such matter.

Section 15) The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, prosecution, and supervision of the work, and shall organize the procurement of all the materials and equipment so that they will be available at the time they are needed for the work, per the mutually agreed upon schedule, attached. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is incompetent, negligent, or careless in his or her work shall be removed on demand of the City and replaced by a competent person.

TIME OF THE ESSENCE

Section 16) It is understood and agreed that time is of the essence of contract, and the Contractor agrees to begin actual work covered by this contract in conformity with the mutually agreed upon schedule, and to prosecute the work with all due diligence, so as to complete the entire work under this contract within that schedule. If the work shall not be completed within the stated time, Contractor agrees to pay to City \$250.00 for each and every day or part thereof the work remains uncompleted after the expiration of the stated time, as agreed and liquidated damages for failure to comply with the terms of this contract with reference to the time of completion. The above damages are just and reasonable and liquidated damages for the failure of Contractor to comply with this paragraph of this contract.

Section 17) The Contractor shall be considered as having taken into account when submitting its proposal all hindrances and delays incident to such work whether growing out of delays in securing materials or workers or otherwise, or due to normal unfavorable or inclement weather, and will not be granted an extension of time on account of them. The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages because of any delays in the completion of the work due to other causes beyond those mentioned herein that are beyond the control of the Contractor and which the City shall decide could not have been anticipated or avoided, but an extension of time shall be granted by the City, the amount of such extension of time to be determined by the City or its designee; provided however, that the Contractor shall give the City notice in writing at the time of such delay and the cause of it. The failure to notify the City of a delay or cause of delay as described herein within five days of the date the Contractor knew or should

have known about the delay shall amount to a waiver for any additional time. Subject to the terms of this section, extensions of time will not be unreasonably withheld.

SAFETY PRECAUTIONS AND INDEMNIFICATION

Section 18) Notwithstanding any other provision of this Contract, the Contractor agrees to defend, indemnify, and hold harmless the Owner, and the affiliate companies of each, for any losses and expenses arising out of the negligence, recklessness, or willful misconduct of the Contractor or anyone directly or indirectly employed or subcontracted by the Contractor for whose acts it may be liable. The indemnification provided for herein is required only to the extent and proportion that the Contractor's (or its employees or subcontractors) negligence, recklessness, or willful misconduct contributed to such injury or damage.

PAYMENT AND PERFORMANCE BOND

Section 19) Upon the signing of this contract, Contractor shall give a good and sufficient bonds with a guaranty or surety company duly authorized to carry on business and execute the bonds in the State of Georgia, to be approved by the City, in an amount equal to one hundred percent (100%) of the contract price set forth above, and said bond shall be maintained for no less than one year from the date of acceptance of the work under this contract by the City, to ensure the proper performance maintenance, and payment by Contractor of all amounts required to be paid by Contractor for the work performed by the Contractor, its employees or subcontractors under this Agreement.

ASSIGNMENT AND TRANSFER

Section 20) This contract shall not be assigned or transferred by Contractor without the express written consent of City.

PAYMENT OF MATERIALMEN BY CITY

Section 21) If Contractor fails to pay subcontractors, the City reserves and shall have the right before paying Contractor, to pay any and all claims against Contractor, or against any subcontractor, for labor, and any claim for materials, and deduct the amount from the amount due Contractor.

Section 22) In the event the City is required to pay subcontractors directly pursuant to Section 21, the City shall also have the right to reserve out of the amount earned under this contract an amount it sees fit and to hold it until satisfied that all workers have been fully paid.

Section 23) Nothing contained in this contract shall in any manner create any liability against City on behalf of any claimant for labor or materials, and nothing herein contained shall affect the liability of Contractor or its sureties to City or to any worker or materialman upon any bond given in connection with this contract.

LAW GOVERNING CONTRACT

Section 24) It is the intent of all parties that this Contract be governed by the law of the State of Georgia.

LAWS AND REGULATIONS AFFECTING CONTRACT

Section 25) This contract is entered into and accepted subject to the Charter and Code of Ordinances of the City of Dawsonville, and all such regulations and ordinances that may be enacted by the City during the course of this Contract relating to the subject of local improvements of this character.

Section 26) Contractor agrees to comply in all respects with the laws of the United States of America, the laws of the State of Georgia, and the ordinances of the City of Dawsonville respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law.

Section 27) The foregoing notwithstanding, Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, Contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Contractor shall complete any and all forms, affidavits, assurances, and certifications requested by City to comply with any and all rules and regulations affecting this agreement or the work to be performed hereunder, including but not limited to a S.A.V.E. Affidavit, as well as any other materials required for compliance with the One-Georgia Grant with the City of Dawsonville was awarded for this Project.

DEFAULT

Section 28) Default. If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the completion of the work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or shall not carry on the work in an acceptable manner, the City shall give notice in writing to the Contractor and its surety of the failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of seven (7) days after notice, shall not proceed in accordance with the notice, then the City shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City at its option may call upon the surety to

complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force, or may enter into a new contract for the completion of the work, or may use other methods which in the opinion of the City shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens which may have been filed with the City, and in case the expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of the excess.

INSPECTORS AND COMPLETION OF WORK

Section 29) Inspectors may be assigned by the City to inspect all materials used and all work done under the contract. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the plans and specifications, nor to delay the fulfillment of the contract by failure to inspect materials and work with reasonable promptness. An inspector is assigned on the work to keep the City informed as to the progress of the work and the manner in which it is being done; also to call the attention of the Contractor to any infringement upon or failure to adhere to the plans and specifications. The inspector will not be authorized to approve or accept any portion of the work, to issue instructions contrary to the plans and specifications, or to act as a foreman for the Contractor. The inspector will have full authority to reject defective material if not repairable, and work subject to the final decision of the City or its designee.

Section 30) If in the judgment of the City or its designee it is necessary to close down the work due to circumstances arising during the progress of the work, which may be construed to be dangerous, or due to noncompliance with the specifications; and if it is so ordered by the City, Contractor, upon receiving notice of the order in writing shall comply with it and stop all operations [under the contract and] upon the project, and the work shall remain closed down until further orders in writing are given by the City to Contractor to proceed with the work of the project.

Section 31) Upon completion of the work, the City shall satisfy itself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City is so satisfied, it shall advise the Contractor in writing of acceptance of the work.

Section 32) The right of general supervision of the City as provided for in this Contract shall not make the Contractor an agent or employee of the city, but the Contractor shall at all times, and in all respects have the rights and liabilities of an Independent

Contractor.

INSURANCE

Section 33) Insurance. Contractor agrees to keep in force during the life of this contract such insurance policies as required in Exhibits A and/or B. Contractor further agrees if requested by the City or its designee, to furnish certificates of any or all insurance policies listing the city as a coinsured within fifteen (15) days after execution of contract.

Section 34) The Contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Georgia, and shall provide compensation insurance to protect the Contractor, its subcontractors and the City from and against any and all workers' compensation claims arising from performance of the work under the contract.

SPECIAL STIPULATIONS

Section 35) The Contractor shall start the work within ten (10) calendar days of the execution of this agreement by the City; shall prosecute the work at place or places the City or its designee may from time to time direct, and shall fully complete in every detail all the work to be done under the contract within the time limit set forth in the mutually agreed upon schedule.

Section 36) If a dispute arises out of or relating to this contract, or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation, before having recourse to a judicial forum.

Section 37) Permits. Unless otherwise provided in this Contract, the Contractor shall take out, at its own expense, all permits and licenses necessary to carry out the work described in this contract.

Section 38) The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City of the Contractor's scope of work. This shall not affect the responsibility of the Contractor to post and maintain the performance bond described above for one full year from the date of acceptance by the City. Nor shall anything in this paragraph serve to limit or restrict Contractor's liability for personal injury or property damage resulting from Contractor's work for any pertinent statute of limitations or statute of repose.

Section 39) Materials, components or completed work not complying with the contract may be rejected by the City or its designee and shall be replaced by the Contractor at no cost to the City.

Section 40) The Contractor shall assume full responsibility and expense for the protection of all public and private property and structures, at or near the site or sites

of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of workers and materials in connection with the work.

Section 41) Work shall normally not be done on Sundays, holidays, at night or outside the daytime working hours from 8:00 a.m. to 6:00 p.m. except for such work as may be approved in writing by the City or its designee as necessary for proper care, maintenance and protection of work already done or of equipment, or in case of emergency beyond the Contractor's control where the work would be endangered or hazards to life or property would result. In case the Contractor considers it necessary to work on Sundays, holidays or at night, it shall make requests to the City or its designee and receive written approval at least 48 hours ahead of such work period so that proper inspection and service can be provided. Approval of night work may be revoked at any time by the City or its designee if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the work. All possible advance warning of emergency work periods must be given by the Contractor to the City or its designee, and written approval of the work must be received by the Contractor before proceeding with work during these periods.

Section 42) Headings. Headings used in this document are for the purpose of the convenience of the parties to the Contract only, and are in no way intended to have substantive meaning themselves, nor to affect the substantive meaning of the body of this Contract.

Section 43) Severability. Each provision in this Contract and each part of each provision in this Contract shall be deemed to be severable, such that if it should be determined that the Contract is unenforceable in any particular, that unenforceable part shall be excised and the Contract will continue to be in force and effect as if such unenforceable provision or part thereof were never a part of the Contract. It is the express intent of the parties to this Contract that if any part of the Contract is deemed unenforceable, that they be bound by the remainder of the Contract which is enforceable.

WHEREFORE the parties have signed and executed this Contract on the _____ day of _____, 20____.

Contractor:
Windsor Pine, LLC

City of Dawsonville, Georgia

By: _____

John Walden, Mayor

Its: _____

Beverly Banister, City Clerk

[CITY SEAL]

CONTRACT

City: The City of Dawsonville Georgia
415 Highway 53 East
Dawsonville, Georgia 30534

Contractor: Techventures, LLC
d/b/a The W.H. Platts Co.
3979 Buford Hwy, NE
Unit CC098
Atlanta, Georgia 30345

WHEREAS the City of Dawsonville, (the "City") has determined to proceed with **the Purchase and Installation of an Audiovisual System for the City of Dawsonville, Racing Hall of Fame** (hereinafter "Project") which was released either for bid or for proposals, the documents related to such bid or proposal being attached hereto as Exhibit "A";

WHEREAS **Techventures, LLC, d/b/a The W.H. Platts, Co.**, (hereinafter referred to as "Contractor") placed a Bid/Proposal on the Project or submitted a proposal for the project, and was selected by the City for the completion of the Project;

WHEREAS Contractor agreed to perform the work on the Project to the specifications presented in Exhibit "A" as per Contractor's submittal shown in Exhibit "B";

AND WHEREAS the City has awarded the Contract on the Project to Contractor.

NOW THEREFORE, having determined that Contractor and the City desire to enter into an agreement for the Project, both parties do hereby agree and covenant as follows:

PURPOSE OF CONTRACT AND PAYMENT

Section 1) That in consideration of the promises of City set forth below, Contractor agrees to provide all materials, equipment and labor for the services described in Exhibits A and B.

Section 2) That in consideration of the promises of the Contractor set forth in this Contract, the City agrees to pay to Contractor remittances for services performed under the terms of this Contract as those funds are received by the City pursuant to that certain One-Georgia Grant which the City was awarded, subject to the inspection and progress requirements described more fully below. However, the total amount to be paid to Contractor under the terms of this Contract shall not exceed **sixty two thousand three hundred fifty eight and 98/100 (\$62,358.98)** without written approved change orders or contract amendments executed by both City and Contractor. (said sum hereinafter referred to as the "Contract Price").

Section 3) On a monthly basis, Contractor shall submit a payment invoice describing work completed during the previous thirty (30) days and requesting payment for said work less a five percent (5%) retainage. Following inspection and approval of the work reflected on the payment invoice, the City will make payment to the Contractor within ten (10) days of the City receiving funds from the State of Georgia pursuant to the One Georgia Grant awarded to the City which grant funds are intended and purposed for the payment of the Project. Upon final inspection, approval of the completed work, a determination that there is no need to withhold funds for damages, contract completion, or liquidated damages, acceptance of the project, and receipt of funds from the State of Georgia as described herein, the City will forward payment of the remaining five percent (5%) retainage to Contractor.

SPECIFICATIONS FOR COMPLETION

Section 4) The improvements shall be made and completed in all things in accordance with the plans and specifications contained in Exhibits A and B, which plans and specifications are referred to and made a part of this contract to the same extent as if they were specifically set forth.

Section 5) All of the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with the plans and specifications, and Contractor accepts and consents to the conditions contained in the plans and specifications and expressly agrees to comply with every requirement and stipulation contained in them to be performed by the party contracting to do the work. The Mayor and Council or their designee shall decide every question that can or may arise between the parties relative to the construction of this contract and to its performance, including all questions as to the quality, quantity, amount, and prices of the several kinds of work that may be performed or material furnished under this contract, and this determination shall be conclusive upon the parties. In the event Contractor shall violate any of the provisions of this contract, the City shall ascertain and determine the amount of damages resulting from the violation, which determination shall be conclusive, and Contractor shall pay to the City the amount of damages as ascertained and determined.

Section 6) The City reserves the right to make minor changes in the location, line, grade, plan, form and dimensions of the work, or any part of them, either before or after the commencement of construction. Such minor changes shall not warrant any claim for damages on the part of the Contractor through consequent increase or decrease of quantities in any items of the work. Any changes to the Work which contractor and City cannot agree are "minor" will be subject to and will require a change order.

Section 7) Contractor has examined carefully the site of the work and the plans and specifications for the work, and shall satisfy itself as to the character, quality and quantity of all working conditions and obstacles to be encountered. Contractor shall

receive no additional compensation for any obstacles or difficulties due conditions actually encountered which should have been discovered during Contractor's examination of the site. Contractor's commencement of its work, preceded by a reasonable review of supporting and/or contiguous work of others, shall not constitute a waiver of the Owner's obligation to construct or ensure the work of others is in accordance with tolerances and quality levels specified in the Contract Documents. Neither the Contractor nor its lower tier subcontractors shall be responsible or liable in any way for errors and omissions in the work of others. The Contractor agrees to make a reasonable effort to cooperate with the coordination of its work with the work of other trades and report any deficiencies it finds as part of performing its work. The Contractor shall not be required to take off as built dimensions to design its work.

Section 8) The Contractor, its superintendent and foreman shall promptly obey and follow every order or direction which shall be given by the City or its designee in accordance with the terms of this contract.

Section 9) The Contractor will be held responsible for the care, protection, and condition of all of its work until its scope of work is finally completed and accepted, and will be required to make good at its own cost any damage or injury occurring as a result of Contractor's acts or omissions. The Contractor agrees to exercise reasonable care in protecting the existing construction and improvements from damage during the performance of its work on the Project.

Section 10) The Contractor is not responsible for the repair of damage to its work caused by others but will help in mitigating any issues from other Contractors. Contractor assumes responsibility for any temporary protection measures, protective coverings, temporary construction, barricades, it deems necessary during this Agreement.

Section 11) Owner is responsible for providing and maintaining clear, level, well-drained unloading areas and access around the existing structure for Contractor to use while performing work under this Agreement. Any debris, trash, or other items resulting from Contractor's work on the Project shall be stored and arranged daily so as not to impeded the progress and work of other trades, and shall be removed at Contractor's expense at the conclusion of Contractor's work on the Project.

Section 12) Any work or materials found not meeting the requirements of the specifications shall be removed by or at the expense of the Contractor and good and satisfactory work or material substituted therefore. Neither the Contractor nor its lower-tier sub-subcontractors shall be responsible or liable in any way for errors and omissions in the work of others.

Section 13) The Contractor shall be responsible for the completion of the work according to the contract documents and its responsibility shall not cease until the whole work contracted for is completed and accepted.

Section 14) The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper time. Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. Any inconsistencies, conflicts, contradictions, or other irregularities with the Contract Documents or the work to be performed by Contractor shall be reported promptly, and in not less than two days from their discovery in any event, or Contractor waives any claim for additional time or compensation to address such matter.

Section 15) The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, prosecution, and supervision of the work, and shall organize the procurement of all the materials and equipment so that they will be available at the time they are needed for the work, per the mutually agreed upon schedule, attached. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is incompetent, negligent, or careless in his or her work shall be removed on demand of the City and replaced by a competent person.

TIME OF THE ESSENCE

Section 16) It is understood and agreed that time is of the essence of contract, and the Contractor agrees to begin actual work covered by this contract in conformity with the mutually agreed upon schedule, and to prosecute the work with all due diligence, so as to complete the entire work under this contract within that schedule. If the work shall not be completed within the stated time, Contractor agrees to pay to City \$250.00 for each and every day or part thereof the work remains uncompleted after the expiration of the stated time, as agreed and liquidated damages for failure to comply with the terms of this contract with reference to the time of completion. The above damages are just and reasonable and liquidated damages for the failure of Contractor to comply with this paragraph of this contract.

Section 17) The Contractor shall be considered as having taken into account when submitting its proposal all hindrances and delays incident to such work whether growing out of delays in securing materials or workers or otherwise, or due to normal unfavorable or inclement weather, and will not be granted an extension of time on account of them. The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages because of any delays in the completion of the work due to other causes beyond those mentioned herein that are beyond the control of the Contractor and which the City shall decide could not have been anticipated or avoided, but an extension of time shall be granted by the City, the amount of such extension of time to be determined by the City or its designee; provided however, that the Contractor shall give the City notice in writing at the time

of such delay and the cause of it. The failure to notify the City of a delay or cause of delay as described herein within five days of the date the Contractor knew or should have known about the delay shall amount to a waiver for any additional time. Subject to the terms of this section, extensions of time will not be unreasonably withheld.

SAFETY PRECAUTIONS AND INDEMNIFICATION

Section 18) Notwithstanding any other provision of this Contract, the Contractor agrees to defend, indemnify, and hold harmless the Owner, and the affiliate companies of each, for any losses and expenses arising out of the negligence, recklessness, or willful misconduct of the Contractor or anyone directly or indirectly employed or subcontracted by the Contractor for whose acts it may be liable. The indemnification provided for herein is required only to the extent and proportion that the Contractor's (or its employees or subcontractors) negligence, recklessness, or willful misconduct contributed to such injury or damage.

PAYMENT AND PERFORMANCE BOND

Section 19) Upon the signing of this contract, Contractor shall give a good and sufficient bonds with a guaranty or surety company duly authorized to carry on business and execute the bonds in the State of Georgia, to be approved by the City, in an amount equal to one hundred percent (100%) of the contract price set forth above, and said bond shall be maintained for no less than one year from the date of acceptance of the work under this contract by the City, to ensure the proper performance maintenance, and payment by Contractor of all amounts required to be paid by Contractor for the work performed by the Contractor, its employees or subcontractors under this Agreement.

ASSIGNMENT AND TRANSFER

Section 20) This contract shall not be assigned or transferred by Contractor without the express written consent of City.

PAYMENT OF MATERIALMEN BY CITY

Section 21) If Contractor fails to pay subcontractors, the City reserves and shall have the right before paying Contractor, to pay any and all claims against Contractor, or against any subcontractor, for labor, and any claim for materials, and deduct the amount from the amount due Contractor.

Section 22) In the event the City is required to pay subcontractors directly pursuant to Section 21, the City shall also have the right to reserve out of the amount earned under this contract an amount it sees fit and to hold it until satisfied that all workers have been fully paid.

Section 23) Nothing contained in this contract shall in any manner create any liability against City on behalf of any claimant for labor or materials, and nothing herein contained shall affect the liability of Contractor or its sureties to City or to any worker

or materialman upon any bond given in connection with this contract.

LAW GOVERNING CONTRACT

Section 24) It is the intent of all parties that this Contract be governed by the law of the State of Georgia.

LAWS AND REGULATIONS AFFECTING CONTRACT

Section 25) This contract is entered into and accepted subject to the Charter and Code of Ordinances of the City of Dawsonville, and all such regulations and ordinances that may be enacted by the City during the course of this Contract relating to the subject of local improvements of this character.

Section 26) Contractor agrees to comply in all respects with the laws of the United States of America, the laws of the State of Georgia, and the ordinances of the City of Dawsonville respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law.

Section 27) The foregoing notwithstanding, Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, Contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Contractor shall complete any and all forms, affidavits, assurances, and certifications requested by City to comply with any and all rules and regulations affecting this agreement or the work to be performed hereunder, including but not limited to a S.A.V.E. Affidavit, as well as any other materials required for compliance with the One-Georgia Grant with the City of Dawsonville was awarded for this Project.

DEFAULT

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Contractor in this contract, and the City at its option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force, or may enter into a new contract for the completion of the work, or may use other methods which in the opinion of the City shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens which may have been filed with the City, and in case the expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of the excess.

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shall at all times, and in all respects have the rights and liabilities of an Independent Contractor.

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Section 33) Insurance. Contractor agrees to keep in force during the life of this contract such insurance policies as required in Exhibits A and/or B. Contractor further agrees if requested by the City or its designee, to furnish certificates of any or all insurance policies listing the city as a coinsured within fifteen (15) days after execution of contract.

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Section 35) The Contractor shall start the work within ten (10) calendar days of the execution of this agreement by the City; shall prosecute the work at place or places the City or its designee may from time to time direct, and shall fully complete in every detail all the work to be done under the contract within the time limit set forth in the mutually agreed upon schedule.

Section 36) If a dispute arises out of or relating to this contract, or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation, before having recourse to a judicial forum.

Section 37) Permits. Unless otherwise provided in this Contract, the Contractor shall take out, at its own expense, all permits and licenses necessary to carry out the work described in this contract.

Section 38) The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City of the Contractor's scope of work. This shall not affect the responsibility of the Contractor to post and maintain the performance bond described above for one full year from the date of acceptance by the City. Nor shall anything in this paragraph serve to limit or restrict Contractor's liability for personal injury or property damage resulting from Contractor's work for any pertinent statute of limitations or statute of repose.

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Section 41) Work shall normally not be done on Sundays, holidays, at night or outside the daytime working hours from 8:00 a.m. to 6:00 p.m. except for such work as may be approved in writing by the City or its designee as necessary for proper care, maintenance and protection of work already done or of equipment, or in case of emergency beyond the Contractor's control where the work would be endangered or hazards to life or property would result. In case the Contractor considers it necessary to work on Sundays, holidays or at night, it shall make requests to the City or its designee and receive written approval at least 48 hours ahead of such work period so that proper inspection and service can be provided. Approval of night work may be revoked at any time by the City or its designee if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the work. All possible advance warning of emergency work periods must be given by the Contractor to the City or its designee, and written approval of the work must be received by the Contractor before proceeding with work during these periods.

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WHEREFORE the parties have signed and executed this Contract on the _____ day of _____, 20____.

Contractor:
Techventures, LLC
d/b/a The W.H. Platts Co.

City of Dawsonville, Georgia

By: _____

John Walden, Mayor

Its: _____

Beverly Banister, City Clerk

[CITY SEAL]

CONTRACT

City: The City of Dawsonville Georgia
415 Highway 53 East
Dawsonville, Georgia 30534

Contractor: S J Ross Enterprises, Inc. d/b/a
Atlanta Home Theater
10140 Swaybranch Drive
Roswell, Georgia 30075

WHEREAS the City of Dawsonville, (the "City") has determined to proceed with **the Purchase and Installation of iRacing Gaming and Audio Packages** (hereinafter "Project") which was released either for bid or for proposals, the documents related to such bid or proposal being attached hereto as Exhibit "A";

WHEREAS **S. J. Ross Enterprises, Inc., d/b/a Atlanta Home Theater** (hereinafter referred to as "Contractor") placed a Bid/Proposal on the Project or submitted a proposal for the project, and was selected by the City for the completion of the Project;

WHEREAS Contractor agreed to perform the work on the Project to the specifications presented in Exhibit "A" as per Contractor's submittal shown in Exhibit "B";

AND WHEREAS the City has awarded the Contract on the Project to Contractor.

NOW THEREFORE, having determined that Contractor and the City desire to enter into an agreement for the Project, both parties do hereby agree and covenant as follows:

PURPOSE OF CONTRACT AND PAYMENT

Section 1) That in consideration of the promises of City set forth below, Contractor agrees to provide all materials, equipment and labor for the services described in Exhibits A and B.

Section 2) That in consideration of the promises of the Contractor set forth in this Contract, the City agrees to pay to Contractor remittances for services performed under the terms of this Contract as those funds are received by the City pursuant to that certain One-Georgia Grant which the City was awarded, subject to the inspection and progress requirements described more fully below. However, the total amount to be paid to Contractor under the terms of this Contract shall not exceed **two hundred seven thousand eight hundred eighty-six and no/100 dollars (\$207,886.00)** without written approved change orders or contract amendments executed by both City and Contractor. (said sum hereinafter referred to as the "Contract Price").

Section 3) On a monthly basis, Contractor shall submit a payment invoice describing

work completed during the previous thirty (30) days and requesting payment for said work less a five percent (5%) retainage. Following inspection and approval of the work reflected on the payment invoice, the City will make payment to the Contractor within ten (10) days of the City receiving funds from the State of Georgia pursuant to the One Georgia Grant awarded to the City which grant funds are intended and purposed for the payment of the Project. Upon final inspection, approval of the completed work, a determination that there is no need to withhold funds for damages, contract completion, or liquidated damages, acceptance of the project, and receipt of funds from the State of Georgia as described herein, the City will forward payment of the remaining five percent (5%) retainage to Contractor.

SPECIFICATIONS FOR COMPLETION

Section 4) The improvements shall be made and completed in all things in accordance with the plans and specifications contained in Exhibits A and B, which plans and specifications are referred to and made a part of this contract to the same extent as if they were specifically set forth.

Section 5) All of the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with the plans and specifications, and Contractor accepts and consents to the conditions contained in the plans and specifications and expressly agrees to comply with every requirement and stipulation contained in them to be performed by the party contracting to do the work. The Mayor and Council or their designee shall decide every question that can or may arise between the parties relative to the construction of this contract and to its performance, including all questions as to the quality, quantity, amount, and prices of the several kinds of work that may be performed or material furnished under this contract, and this determination shall be conclusive upon the parties. In the event Contractor shall violate any of the provisions of this contract, the City shall ascertain and determine the amount of damages resulting from the violation, which determination shall be conclusive, and Contractor shall pay to the City the amount of damages as ascertained and determined.

Section 6) The City reserves the right to make minor changes in the location, line, grade, plan, form and dimensions of the work, or any part of them, either before or after the commencement of construction. Such minor changes shall not warrant any claim for damages on the part of the Contractor through consequent increase or decrease of quantities in any items of the work. Any changes to the Work which contractor and City cannot agree are "minor" will be subject to and will require a change order.

Section 7) Contractor has examined carefully the site of the work and the plans and specifications for the work, and shall satisfy itself as to the character, quality and quantity of all working conditions and obstacles to be encountered. Contractor shall receive no additional compensation for any obstacles or difficulties due conditions

actually encountered which should have been discovered during Contractor's examination of the site. Contractor's commencement of its work, preceded by a reasonable review of supporting and/or contiguous work of others, shall not constitute a waiver of the Owner's obligation to construct or ensure the work of others is in accordance with tolerances and quality levels specified in the Contract Documents. Neither the Contractor nor its lower tier subcontractors shall be responsible or liable in any way for errors and omissions in the work of others. The Contractor agrees to make a reasonable effort to cooperate with the coordination of its work with the work of other trades and report any deficiencies it finds as part of performing its work. The Contractor shall not be required to take off as built dimensions to design its work.

Section 8) The Contractor, its superintendent and foreman shall promptly obey and follow every order or direction which shall be given by the City or its designee in accordance with the terms of this contract.

Section 9) The Contractor will be held responsible for the care, protection, and condition of all of its work until its scope of work is finally completed and accepted, and will be required to make good at its own cost any damage or injury occurring as a result of Contractor's acts or omissions. The Contractor agrees to exercise reasonable care in protecting the existing construction and improvements from damage during the performance of its work on the Project.

Section 10) The Contractor is not responsible for the repair of damage to its work caused by others but will help in mitigating any issues from other Contractors. Contractor assumes responsibility for any temporary protection measures, protective coverings, temporary construction, barricades, it deems necessary during this Agreement.

Section 11) Owner is responsible for providing and maintaining clear, level, well-drained unloading areas and access around the existing structure for Contractor to use while performing work under this Agreement. Any debris, trash, or other items resulting from Contractor's work on the Project shall be stored and arranged daily so as not to impeded the progress and work of other trades, and shall be removed at Contractor's expense at the conclusion of Contractor's work on the Project.

Section 12) Any work or materials found not meeting the requirements of the specifications shall be removed by or at the expense of the Contractor and good and satisfactory work or material substituted therefore. Neither the Contractor nor its lower-tier sub-subcontractors shall be responsible or liable in any way for errors and omissions in the work of others.

Section 13) The Contractor shall be responsible for the completion of the work according to the contract documents and its responsibility shall not cease until the whole work contracted for is completed and accepted.

Section 14) The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure

to install the work in the proper manner and proper time. Contractor shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. Any inconsistencies, conflicts, contradictions, or other irregularities with the Contract Documents or the work to be performed by Contractor shall be reported promptly, and in not less than two days from their discovery in any event, or Contractor waives any claim for additional time or compensation to address such matter.

Section 15) The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, prosecution, and supervision of the work, and shall organize the procurement of all the materials and equipment so that they will be available at the time they are needed for the work, per the mutually agreed upon schedule, attached. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is incompetent, negligent, or careless in his or her work shall be removed on demand of the City and replaced by a competent person.

TIME OF THE ESSENCE

Section 16) It is understood and agreed that time is of the essence of contract, and the Contractor agrees to begin actual work covered by this contract in conformity with the mutually agreed upon schedule, and to prosecute the work with all due diligence, so as to complete the entire work under this contract within that schedule. If the work shall not be completed within the stated time, Contractor agrees to pay to City \$250.00 for each and every day or part thereof the work remains uncompleted after the expiration of the stated time, as agreed and liquidated damages for failure to comply with the terms of this contract with reference to the time of completion. The above damages are just and reasonable and liquidated damages for the failure of Contractor to comply with this paragraph of this contract.

Section 17) The Contractor shall be considered as having taken into account when submitting its proposal all hindrances and delays incident to such work whether growing out of delays in securing materials or workers or otherwise, or due to normal unfavorable or inclement weather, and will not be granted an extension of time on account of them. The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages because of any delays in the completion of the work due to other causes beyond those mentioned herein that are beyond the control of the Contractor and which the City shall decide could not have been anticipated or avoided, but an extension of time shall be granted by the City, the amount of such extension of time to be determined by the City or its designee; provided however, that the Contractor shall give the City notice in writing at the time of such delay and the cause of it. The failure to notify the City of a delay or cause of delay as described herein within five days of the date the Contractor knew or should

have known about the delay shall amount to a waiver for any additional time. Subject to the terms of this section, extensions of time will not be unreasonably withheld.

SAFETY PRECAUTIONS AND INDEMNIFICATION

Section 18) Notwithstanding any other provision of this Contract, the Contractor agrees to defend, indemnify, and hold harmless the Owner, and the affiliate companies of each, for any losses and expenses arising out of the negligence, recklessness, or willful misconduct of the Contractor or anyone directly or indirectly employed or subcontracted by the Contractor for whose acts it may be liable. The indemnification provided for herein is required only to the extent and proportion that the Contractor's (or its employees or subcontractors) negligence, recklessness, or willful misconduct contributed to such injury or damage.

PAYMENT AND PERFORMANCE BOND

Section 19) Upon the signing of this contract, Contractor shall give a good and sufficient bonds with a guaranty or surety company duly authorized to carry on business and execute the bonds in the State of Georgia, to be approved by the City, in an amount equal to one hundred percent (100%) of the contract price set forth above, and said bond shall be maintained for no less than one year from the date of acceptance of the work under this contract by the City, to ensure the proper performance maintenance, and payment by Contractor of all amounts required to be paid by Contractor for the work performed by the Contractor, its employees or subcontractors under this Agreement.

ASSIGNMENT AND TRANSFER

Section 20) This contract shall not be assigned or transferred by Contractor without the express written consent of City.

PAYMENT OF MATERIALMEN BY CITY

Section 21) If Contractor fails to pay subcontractors, the City reserves and shall have the right before paying Contractor, to pay any and all claims against Contractor, or against any subcontractor, for labor, and any claim for materials, and deduct the amount from the amount due Contractor.

Section 22) In the event the City is required to pay subcontractors directly pursuant to Section 21, the City shall also have the right to reserve out of the amount earned under this contract an amount it sees fit and to hold it until satisfied that all workers have been fully paid.

Section 23) Nothing contained in this contract shall in any manner create any liability against City on behalf of any claimant for labor or materials, and nothing herein contained shall affect the liability of Contractor or its sureties to City or to any worker or materialman upon any bond given in connection with this contract.

LAW GOVERNING CONTRACT

Section 24) It is the intent of all parties that this Contract be governed by the law of the State of Georgia.

LAWS AND REGULATIONS AFFECTING CONTRACT

Section 25) This contract is entered into and accepted subject to the Charter and Code of Ordinances of the City of Dawsonville, and all such regulations and ordinances that may be enacted by the City during the course of this Contract relating to the subject of local improvements of this character.

Section 26) Contractor agrees to comply in all respects with the laws of the United States of America, the laws of the State of Georgia, and the ordinances of the City of Dawsonville respecting labor and compensation and with all labor statutes, ordinances, rules and regulations applicable and having the force of law.

Section 27) The foregoing notwithstanding, Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, Contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Contractor shall complete any and all forms, affidavits, assurances, and certifications requested by City to comply with any and all rules and regulations affecting this agreement or the work to be performed hereunder, including but not limited to a S.A.V.E. Affidavit, as well as any other materials required for compliance with the One-Georgia Grant with the City of Dawsonville was awarded for this Project.

DEFAULT

Section 28) Default. If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the completion of the work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or shall not carry on the work in an acceptable manner, the City shall give notice in writing to the Contractor and its surety of the failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of seven (7) days after notice, shall not proceed in accordance with the notice, then the City shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City at its option may call upon the surety to

complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force, or may enter into a new contract for the completion of the work, or may use other methods which in the opinion of the City shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens which may have been filed with the City, and in case the expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of the excess.

INSPECTORS AND COMPLETION OF WORK

Section 29) Inspectors may be assigned by the City to inspect all materials used and all work done under the contract. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of the plans and specifications, nor to delay the fulfillment of the contract by failure to inspect materials and work with reasonable promptness. An inspector is assigned on the work to keep the City informed as to the progress of the work and the manner in which it is being done; also to call the attention of the Contractor to any infringement upon or failure to adhere to the plans and specifications. The inspector will not be authorized to approve or accept any portion of the work, to issue instructions contrary to the plans and specifications, or to act as a foreman for the Contractor. The inspector will have full authority to reject defective material if not repairable, and work subject to the final decision of the City or its designee.

Section 30) If in the judgment of the City or its designee it is necessary to close down the work due to circumstances arising during the progress of the work, which may be construed to be dangerous, or due to noncompliance with the specifications; and if it is so ordered by the City, Contractor, upon receiving notice of the order in writing shall comply with it and stop all operations [under the contract and] upon the project, and the work shall remain closed down until further orders in writing are given by the City to Contractor to proceed with the work of the project.

Section 31) Upon completion of the work, the City shall satisfy itself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City is so satisfied, it shall advise the Contractor in writing of acceptance of the work.

Section 32) The right of general supervision of the City as provided for in this Contract shall not make the Contractor an agent or employee of the city, but the Contractor shall at all times, and in all respects have the rights and liabilities of an Independent

Contractor.

INSURANCE

Section 33) Insurance. Contractor agrees to keep in force during the life of this contract such insurance policies as required in Exhibits A and/or B. Contractor further agrees if requested by the City or its designee, to furnish certificates of any or all insurance policies listing the city as a coinsured within fifteen (15) days after execution of contract.

Section 34) The Contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Georgia, and shall provide compensation insurance to protect the Contractor, its subcontractors and the City from and against any and all workers' compensation claims arising from performance of the work under the contract.

SPECIAL STIPULATIONS

Section 35) The Contractor shall start the work within ten (10) calendar days of the execution of this agreement by the City; shall prosecute the work at place or places the City or its designee may from time to time direct, and shall fully complete in every detail all the work to be done under the contract within the time limit set forth in the mutually agreed upon schedule.

Section 36) If a dispute arises out of or relating to this contract, or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation, before having recourse to a judicial forum.

Section 37) Permits. Unless otherwise provided in this Contract, the Contractor shall take out, at its own expense, all permits and licenses necessary to carry out the work described in this contract.

Section 38) The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City of the Contractor's scope of work. This shall not affect the responsibility of the Contractor to post and maintain the performance bond described above for one full year from the date of acceptance by the City. Nor shall anything in this paragraph serve to limit or restrict Contractor's liability for personal injury or property damage resulting from Contractor's work for any pertinent statute of limitations or statute of repose.

Section 39) Materials, components or completed work not complying with the contract may be rejected by the City or its designee and shall be replaced by the Contractor at no cost to the City.

Section 40) The Contractor shall assume full responsibility and expense for the protection of all public and private property and structures, at or near the site or sites

of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of workers and materials in connection with the work.

Section 41) Work shall normally not be done on Sundays, holidays, at night or outside the daytime working hours from 8:00 a.m. to 6:00 p.m. except for such work as may be approved in writing by the City or its designee as necessary for proper care, maintenance and protection of work already done or of equipment, or in case of emergency beyond the Contractor's control where the work would be endangered or hazards to life or property would result. In case the Contractor considers it necessary to work on Sundays, holidays or at night, it shall make requests to the City or its designee and receive written approval at least 48 hours ahead of such work period so that proper inspection and service can be provided. Approval of night work may be revoked at any time by the City or its designee if the Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control and inspection of the work. All possible advance warning of emergency work periods must be given by the Contractor to the City or its designee, and written approval of the work must be received by the Contractor before proceeding with work during these periods.

Section 42) Headings. Headings used in this document are for the purpose of the convenience of the parties to the Contract only, and are in no way intended to have substantive meaning themselves, nor to affect the substantive meaning of the body of this Contract.

Section 43) Severability. Each provision in this Contract and each part of each provision in this Contract shall be deemed to be severable, such that if it should be determined that the Contract is unenforceable in any particular, that unenforceable part shall be excised and the Contract will continue to be in force and effect as if such unenforceable provision or part thereof were never a part of the Contract. It is the express intent of the parties to this Contract that if any part of the Contract is deemed unenforceable, that they be bound by the remainder of the Contract which is enforceable.

WHEREFORE the parties have signed and executed this Contract on the _____ day of _____, 20____.

Contractor:
S J Ross Enterprises, Inc.
d/b/a Atlanta Home Theater

City of Dawsonville, Georgia

By: _____

John Walden, Mayor

Its: _____

Beverly Banister, City Clerk

[CITY SEAL]



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: **GEORGIA STATE PATROL POST #37 DONATION PRESENTATION**

CITY COUNCIL MEETING DATE: 03/04/2024

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 PRESENT THE DONATION OF EQUIPMENT TO AN OFFICER FROM THE GEORGIA STATE PATROL POST #37

HISTORY/ FACTS / ISSUES:

- **COUNCIL APPROVED DONATION IN THEIR RESOLUTION #R2024-01 ON FEBRUARY 5, 2024**
- **SPECIAL EQUIPMENT HAS BEEN PROVIDED FOR GSP POST #37 SINCE 2019**
- **PURCHASE OF EQUIPMENT TO BE PAID FROM FY2024 GENERAL FUND ANNUAL BUDGET**
- **EQUIPMENT INCLUDES FRISK GLOVES, AC/DC POWER INVERTERS, BATTERY POWERED DRILLS NOT TO EXCEED \$3800**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: **PLANNING COMMISSION POST #4 APPOINTMENT**

CITY COUNCIL MEETING DATE: 03/04/2024

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 APPOINTMENT OF PLANNING COMMISSION POST #4 MEMBER:

- **ASHLEY STEPHENSON: TO FILL THE UNEXPIRED TERM OF ANNA TOBOLSKI THROUGH 12/31/2025**

HISTORY/ FACTS / ISSUES:

- **NOMINATED BY COUNCILMEMBER FRENCH**
- **ALL PROCEDURES FOR APPOINTMENT HAVE BEEN COMPLETED AND MET**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE AS REQUESTED

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: **PROCLAMATION: COLORECTAL CANCER AWARENESS MONTH**

CITY COUNCIL MEETING DATE: 03/04/2024

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 BRING AWARENESS TO COLORECTAL CANCER PREVENTION AND TO PRESENT THE PROCLAMATION TO A REPRESENTATIVE FROM G.I. NORTH

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: John Walden, Mayor



Proclamation

Colorectal Cancer Awareness Month

March 2024



WHEREAS, Colorectal Cancer is the 2nd leading cause of cancer death among men and women combined in the United States; and

WHEREAS, Colorectal Cancer almost always develops from precancerous polyps (abnormal growths) in the colon or rectum; and

WHEREAS, Screening tests can discover precancerous polyps so that they can be removed before they turn into cancer, and screenings can also find colorectal cancer early, when treatment works best; and

WHEREAS, Everyone age 50-75 should get screened for colorectal cancer; the U.S. Preventative Task Force recommends screenings begin at age 50 while some groups recommend starting at age 45 or earlier, particularly for those with a family history of this type of cancer; and

WHEREAS, Anyone who believes they may be at increased risk for colorectal cancer should learn their family history and ask their doctor if they should begin screenings before age 50; and

WHEREAS, Millions of people in the United States are not getting screened as recommended, which can result in missing the chance to prevent colorectal cancer or to find it early, when treatment is most likely to lead to a cure;

NOW THEREFORE, I, John Walden, Mayor of the City of Dawsonville, Georgia do hereby proclaim **March 2024** as **Colorectal Cancer Awareness Month** in the City of Dawsonville, Georgia.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Dawsonville this 4th day of March 2024.

John Walden, Mayor

Attest:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: **DAWSON COUNTY SCHOOLS: REQUEST FOR RESERVATION OF PICKLEBALL COURTS**

CITY COUNCIL MEETING DATE: 03/04/2024

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 TO PERMIT DAWSON COUNTY SCHOOLS TO RESERVE THE PICKLEBALL COURTS FOR THE USE OF FITNESS TIME FOR THE STUDENTS AND STAFF

THE RESERVED TIME WOULD BE ONE TUESDAY OF THE MONTH FROM THE HOURS OF 3:00 PM TO 5:00 PM

HISTORY/ FACTS / ISSUES:

SEE ATTACHED LETTER

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



Dawson County Schools

28 Main Street

Dawsonville, GA 30534

(706) 265-3246

FAX (706) 265-1226

www.dawsoncountyschools.org

Mrs. Nicole LeCave

Superintendent

Board Members:

Karen Armstrong

Doris Cook

Nathan Ingram

Barry Slaton

Elaine Wilson

February 23, 2024

To whom it may concern:

The Wellness Committee of Dawson County Schools believes in engaging students and staff members in a healthy lifestyle through health and wellness. Our program teaches nutrition, challenges students and staff to eat healthy, and engages all through physical fitness.

We would like to request of the City of Dawsonville, the exclusive use of the park pickle ball courts for our students and staff to have fitness time one Tuesday of the month from the hours of three to five P.M. Our hope is to get our students and faculty members engaged in outdoor activity that will promote our wellness goals. We are flexible on the week of the month based on whatever your council could arrange.

On behalf of the Wellness Committee of Dawson County Schools, I appreciate your time and consideration in this matter. You may reach me at 706-631-4661 if you require further information.

Sincerely,

Scott Richardson
Director of School Nutrition
Dawson County Schools



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: RESTRUCTURE PERMIT TECHNICIAN POSITION TO BUILDING INSPECTOR

DATE(s): _____ WORK SESSION _____ CITY COUNCIL MEETING

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 better utilize personnel in making the Planning and Zoning Department more efficient by restructuring the Permit Technician to Building Inspector. We have a greater need for additional support capabilities for the processes of plan review and building inspections with emphasis on the vertical building portion of plan review for setbacks, square feet, and related residential plan review, conduction of actual building inspections, and the administrative side of related building permits. We had been cross training our previous permit technician in this direction due to the excessive number of development projects underway and on the books.

Clay Moss will continue to deal with the civil side of plan review, land development and inspection, pre-construction meetings, erosion control, etc. Other license and permits are now being handled by staff.

HISTORY/ FACTS / ISSUES

The City of Dawsonville Personnel Policy allows for restructuring of city positions under sections 10.4 10.4: The Mayor and City Council, or the City Manager with the City Council's approval may restructure positions upon the identification of a need and a determination of necessity and available funding with the budget. As may become necessary, the Mayor and City Council may approve the restructuring of positions and duties with positions to better promote the efficiency and best interests of the city.

Recruitment and retention of the position will most likely require a salary increase with the expanded role of position. The salary increase will be based on the current market for this type of position and the experience and certifications of the applicants.

Funding is available within the General Fund budget, in fact with the extended vacancy of this position, we anticipate a funding surplus.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

Staff recommend approval of restructuring the position of Permit Technician to Building Inspector.

DEPARTMENT: Planning and Zoning

REQUESTED BY: City Manager



CITY OF DAWSONVILLE

BUILDING INSPECTOR

PZ/4
Non-Exempt
7400 General

JOB SUMMARY

This position is responsible for participating in the department's building inspection functions.

MAJOR DUTIES

- Reviews residential and commercial plans for permitting; ensures compliance with codes and zoning requirements; verifies proper contractor and subcontractor licensing; verifies flood zone requirements.
- Performs residential and commercial building, electrical, mechanical and plumbing inspections.
- Reviews permits and plans for other construction projects, including fence permits, change of occupancy/exiting building permits, pool permits, irrigation permits, electrical upgrade permits, mechanical change out permits, addition permits, and accessory building permits; conducts related inspections.
- Assists the public with code and zoning related questions.
- Faxes reports and power releases.
- Makes copies of all building packets needed for permitting.
- Files all inspection reports.
- Issues permits by taking payments, completing paperwork, and explaining the inspection process.
- Responds to citizen complaints and concerns.
- Attends pre-construction meetings.
- Maintains applicable certifications.
- Figures permit, tap and connection fees.
- Reviews flood elevation certificates for completion and compliance.
- Organizes and maintains files on active and completed projects.
- Receives daily inspection requests.
- Organizes daily inspections.
- Attends safety meetings.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of building construction principles.
- Knowledge of water system, sewer system and road construction principles.
- Knowledge of erosion control rules and regulations.
- Knowledge of building codes.
- Knowledge of city ordinances.
- Knowledge of zoning laws and regulations.
- Skill in the review of construction drawings and plans.
- Skill in the inspection of construction projects.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Planning Director assigns work in terms of general instructions. Review of work through performance evaluations, reports, and observation of department activities. Completed work spot-checked for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include the City Charter, Code of Ordinances, policies and procedures, state and federal law, Corps of Engineers standards, and Federal Emergency Management Agency guidelines. These guidelines require judgment, selection and interpretation in application. This position develops department guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of related building inspection duties. Strict regulations contribute to the complexity of the position.
- The purpose of this position is to participate in the city's building inspection operations. Success in this position ensures compliances with all relevant laws, regulations, codes and ordinances.

CONTACTS

- Contacts are typically with co-workers, other city employees, builders, developers, engineers, architects, elected and appointed officials, real estate agents, insurance agents, property owners, and the general public.
- Contacts are typically to provide services; to give or exchange information; to resolve problems; or to justify, defend or negotiate matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee occasionally lifts light and heavy objects, climbs ladders, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee is exposed to noise, dust, dirt, grease, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Possession of or ability to readily obtain the appropriate state certification for the type of inspection(s) conducted.

LICENSE AND CERTIFICATIONS

- Valid Class C Driver's License.
- Must have and maintain a satisfactory Motor Vehicle Record (MVR).

SALARY RANGE

Based on level of qualifications and experience.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 13

SUBJECT: **ATLANTA MOTORSPORTS PARK: SPECIAL EVENT REQUEST TO EXCEED
SOUND LIMITS**

CITY COUNCIL MEETING DATE: 03/04/2024

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 SPECIAL EVENT PERMIT FOR A TRACK DAY ON MONDAY,
MARCH 25TH 2024 TO ALLOW SOUND LIMITS TO BE EXCEEDED**

SEE ATTACHED ZSP C2300063 STIPULATION #17 FOR SOUND LIMITS

HISTORY/ FACTS / ISSUES:

- **ZSP C2300063 STIPULATION #19 REQUIRES CITY COUNCIL APPROVAL TO CONDUCT A RACING EVENT WITH DIFFERENT PERFORMANCE STANDARDS ON A CASE BY CASE BASIS. (SEE ATTACHED)**
- **FIRST TIME REQUEST SINCE ZSP C2300063 WAS APPROVED IN 2023**
- **APPLICANT HAS BEEN REQUESTED TO ATTEND THE MEETING TO ANSWER QUESTIONS**

OPTIONS:

STAFF RECOMMENDS DETERMINING SPECIFICS OF REQUEST IN TERMS OF EXPECTATION OF EXCEEDING SOUND LIMITS OF THE STIPULATION AND LENGTH OF TIME TO BE EXCEEDED

STAFF RECOMMENDS CONSIDERATION OF APPLICANT CONTACTING SURROUNDING PROPERTY OWNERS

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Stacy Harris, Planning & Zoning Department

**City of Dawsonville**

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

Email: permit.tech@dawsonville-ga.gov

Permit Application for:

Parades, Public Assemblies,
Demonstrations, and Rallies
in Public Places

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

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

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

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

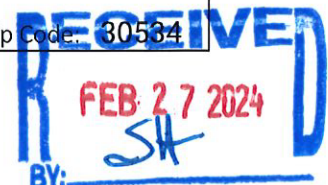
1. Name of Event: AMP Track Day ☐ PARADE ☐ RALLY ☒ OTHER Track Day
2. Location of Event: Atlanta Motorsports Park ☐ PUBLIC DEMONSTRATION
3. Date(s) of Event: March 25 ☐ PUBLIC ASSEMBLY
- Time of Event: Start: 9:00 a.m./p.m. End: 5:00 a.m./p.m. ☐ ROAD CLOSING _____ Hrs.
- ☐ NON-PROFIT (please provide 501 (c)(3) Information) ☐ PROFIT
4. Provide information listed below for the main contact person responsible for the organization of this event:

Name: <u>Alicia Massie</u>	Title: <u>Dir of Events</u>
Organization: <u>Atlanta Motorsports Park</u>	Telephone #: <u>678-907-9719</u>
Email Address: <u>[REDACTED]</u>	Cell Phone #: <u>[REDACTED]</u>
Address: <u>20 Duck Thurmond Rd</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	

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

Name: <u>same as above</u>	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

Name: <u>Jeremy Porter</u>	Title: <u>CEO</u>
Organization: <u>Atlanta Motorsports Park</u>	Telephone #: <u>(678) 381-8527</u>
E-Mail Address: <u>[REDACTED]</u>	
Address: <u>20 Duck Thurmond Rd</u> City: <u>Dawsonville</u> State: <u>GA</u> Zip Code: <u>30534</u>	



6. Expected number of participants: 25
7. Physical description of materials to be distributed: N/A
8. How do participants expect to interact with public? N/A
9. Route of event: (attach a detailed map of the route) N/A
- 9.a. Number and type of units in parade: _____
- 9.b. Size of the parade: _____
10. Will any part of this Event take place **outside** the City Limits of Dawsonville? No
If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * **Attach Copy**
11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? No If YES, please explain in detail: _____
12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? _____
13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary).

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

Instruction and driving on the track.

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

What participation, if any, do you expect from the **City of Dawsonville**? N/A

What participation, if any, have you arranged from **Dawson County Emergency Services**? N/A

What participation, if any, have you arranged from the **Dawson County Sheriff Department**? N/A

What participation, if any, have you arranged from the **Dawsonville History Museum (GRHOF)**? N/A

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

Insurance Requirements: (circle that apply)

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

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

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

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

Additional information/comments about liability insurance: _____

Additional information/comments about this application: _____

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

APPLICATION:

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

RELEASE & WAIVER OF LIABILITY:

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

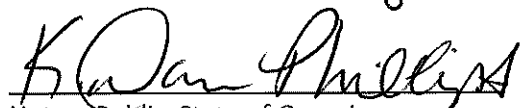
AGREEMENT FOR FINANCIAL RESPONSIBILITY:

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

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

Sworn to and subscribed before me

this 28 day of February 2024



Notary Public, State of Georgia

My Commission Expires: 10-20-25

Alicia Massie
Applicant's Printed Name


Applicant's Signature

K Dawn Phillips
NOTARY PUBLIC
Dawson County, GEORGIA

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

ROAD CLOSURES:

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

Sworn to and subscribed before me
this February day of 28, 2024

K Dawn Phillips
NOTARY PUBLIC
Dawson County, GEORGIA

K. Dawn Phillips
Notary Public, State of Georgia

My Commission Expires: 10-20-25

Alicia Massie
Applicant's Printed Name

[Signature]
Applicant's Signature

TRASH CLEANUP, PARKING PROVISION AND TOILET FACILITIES:

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

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

Sworn to and subscribed before me
This 28 day of February, 2024

K. Dawn Phillips
Notary Public, State of Georgia

My Commission Expires 10-20-25

K Dawn Phillips
NOTARY PUBLIC
Dawson County, GEORGIA

Alicia Massie
Applicant's Printed Name

[Signature]
Applicant's Signature

ZSP C2300063: APPROVED STIPULATIONS

1. Private driving instruction and exhibition facility shall mean a facility containing a paved roadway two or more miles in length (the "driving course") the use of which is limited to:
 - a) Providing instruction and training in safe driving skills, adverse weather driving techniques, or high performance/competition driving
 - b) The exhibition, maintenance, and operation of vintage or specialty motor vehicles
 - c) Similar activities which are recreational or educational in nature
 - d) A private driving instruction, racing and exhibition facility
 - e) Accessory clubhouse, rental garages, retail and permitted commercial or industrial uses serving the primary driving course operations
 - f) Garage Condos (Approved September 9, 2019)
 - g) 46 Race Cottages
 - h) Ability to allow up to 25% of owners to rent Airbnb, VRBO, etc. condos and race cottages
2. The Applicant/Owner, their successors and assigns by application for and acceptance of this rezoning shall have conclusively deemed to have agreed to indemnify the City and its agents and representatives from all liability including personal injuries and property damage coming out of the extensive, use, ownership, or operation of the Motorsports Park.
3. When the driving course is not in use, it shall be secured in such a manner to prevent its unauthorized use.
4. Any Public Address (PA) system shall be below 90 DBA at 50 feet from the speaker.
5. The driving course shall be enclosed by a fence of a height and construction sufficient to preclude unauthorized persons from gaining access to the driving course from the main entrance, hot and cold pit areas.
6. When the car/motorcycle driving course is in use at speeds more than 45 mph, the operator shall, at his/her expense, onsite, a fully equipped ambulance with EMT. The EMT's shall be licensed under the laws of the State of Georgia.
7. Rental garages, Club House, rental buildings, and any other permitted commercial/industrial building shall be placed strategically to reduce sound levels. The location of the buildings shall be approved by the City Planning Director.
8. There shall be fifty (50) foot or greater undisturbed buffers along all streams.

9. Where the property runs along Duck Thurmond Road, buildings and existing Acoustiblok or similar quality sound fence shall be placed to reduce the sound levels and keep as much vegetative cover as possible on the approved site plan.
10. There shall be a buffer of between one hundred (100) feet and two hundred (200) feet to reduce sound levels as designed by Owner's sound engineer to meet the requirements of Condition 17. The buffer shall be around the perimeter of the property and shall be undisturbed except to permit an entrance road to the subject property, the construction of sound mitigation measures and/or the installation of any utilities. This buffer shall be planted in any area that is not visually impervious to a level approved by the City Planning Director in order to prevent any soil erosion.
11. Exterior lighting fixtures shall be of the box type and situated so that light only goes downward and shall not be more than twenty-five feet high and shall be designed so to minimize glare and light spillage to not more than one (1) foot candle along the interior buffer line of the subject property. With the exception of the kart lighting outlined in condition 14b.
12. There will be no grandstand(s) constructed on the property.
13. All signs at property lines will meet current regulations. Atlanta Motorsports Park will be allowed two signs on the property. The existing Atlanta Motorsports Park sign is approved and placed at the entrance on Duck Thurmond Road. The second sign will be allowed on highway 53 on the berm of the retention pond. The second sign will be two sided and follow the current sign and size regulations allowed under the CIR designation.
14. Hours of operation are limited to 7:00 a.m. to 6:00 p.m. from November 1 to March 31. From April 1 to October 31, the hours are limited to 7:00 a.m. (or one (1) hour after sunrise, whichever is earlier) to 8:00 p.m. (or one (1) hour after sunset, whichever is earlier). No on track activity before 8 a.m.
 - a) Go-Kart Track extended to 9:00 p.m. Monday through Thursday, 11:00 p.m. Friday and Saturday, and 8:00 p.m. on Sunday.
 - b) The lighting for the go-kart track is LED only, and be a similar system/brand design, light spill, pole height, etc. as the MUSCO Lighting System Kart Spill Lighting Plan Date Oct 7th, 2022, and Kart Lighting Design and Details dated August 16, 2022.
 - c) Military and Law Enforcement training and events are allowed after hours without noise with a 45-day notice to the City Manager.
15. No type of vehicle other than maintenance vehicles, military or law enforcement may run on the track before or after the hours listed above.

16. Facility to be restricted to site plan as submitted as to the use of the property, the type of structures allowed and the general placement of the structure as the same may be revised by the Owner's sound engineer to meet the sound requirements of Condition 17. Any minor adjustments, changes or additions must be approved by the Planning Commission. Any major adjustments must be approved by the City Council. The decision of what is major, or minor is to be made at the discretion of the Planning Director and the City Manager with Mayor and City Council being copied on the correspondence.
17. Sound monitoring meters shall be installed in four locations around the perimeter of the property at the property line on the outside edge of the buffer at locations as shown on the approved site plan. These meters monitor in a unified fashion, if multiple meters read above the sound limits at the same time and same day, it does not result in multiple fines, but one fine per incident. If one meter reads above the sound limit and the others do not, it does result in a fine. In addition, the Owner shall install one sound meter 50 feet from the outside track pavement edge to monitor track sound levels such that they remain below 98 DBA LEQ per vehicle at all times. Only Low Noise Go-Karts may be operated on the track and their noise level may not exceed 92 DBA LEQ. The Owner, its successors and assigns shall operate the sound monitoring meters at all times that the track is operating. As a condition of continued operation pursuant to their business license, sound levels at the four locations outside the existing sound fence as depicted on the approved site plan shall not exceed 63 DBA LEQ (16). Method of measurement: Measurements shall be made with a calibrated sound level meter in good condition, meeting the requirements of a Type 1 or Type 2 meter, as specified in ANSI Standards, section 1.4 – 1971. For the purpose of this section, a sound level, a sound level meter shall contain at least an "A" weighting network, and both fast and slow response capability. Failure to comply with this condition shall result in a citation for watch offense and upon conviction a fine as set by the City Judge of up to \$1,000 per violation. Upon three or more convictions for failure to comply with this condition during any calendar year, the Mayor and Council may revoke the business license and the ability of Owner, and its successors and assigns to operate the facility as a motorsports park complex.
18. All infrastructures shall be designed and installed as required by the Development regulations in force at the time the Owner seeks permits for development.
19. Applicant may apply for a special event permit on a case by case basis which would require City Council approval to conduct racing events with different performance standards.
20. Approval of Master Site Plan page C201 created by Civilogistix dated October 31, 2022, latest revision May 30, 2023.

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, October 2, 2023
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 Mark French, Councilmember Caleb Phillips, Councilmember John Walden, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utility Director Jacob Barr, Planning Director Jameson Kinley, Finance Director Robin Gazaway and Downtown Director Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason announced the Farmers Market last day will be Saturday, October 21, 2023 from 8:00 am to 1:00 pm and the last Food Truck Friday is this Friday, October 6, 2023 starting at 5:00 pm. City Manager Bolz announced the Dawson County High School and the Georgia Racing Hall of Fame are working together to hold a Haunted House this Friday and Saturday, October 6th and 7th.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda by adding item #13 Modify Granddaddy Mimms Lease Agreement made by W. Illg; second by M. French. Vote carried unanimously in favor.
Motion to approve the agenda as amended made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** No participation by the public.
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a,b) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve FY 2023 Budget Amendments – Exhibit "A"
 - b. Approve 2024 Meeting Calendar – Exhibit "B"
8. **PROCLAMATION: CUSTOMER SERVICE WEEK, OCTOBER 2 – OCTOBER 6, 2023:** The Mayor read the proclamation and thanked the staff for the excellent customer service they provide.

BUSINESS

9. **DISCUSS SEPTEMBER 18, 2023 REGULAR MEETING AND WORK SESSION MINUTES:** Attorney Tallant explained clarification was needed regarding the approved stipulations of ZSP-C230063. Council acknowledged their approval was to include stipulation #17 as approved by the Planning Commission with the expressed intent of no sound increase. Council further acknowledged stipulation #19 was to include no allowance for unlimited weekends, however, the applicant could apply for a special event permit requiring City Council approval to conduct a racing event with different performance standards on a case by case basis.
10. **REQUEST BY DAWSONVILLE HISTORY MUSEUM TO IMPROVE THE MUSEUM SPACE:** Motion to approve the artwork to be painted on the City Hall Complex building across the entire back wall of the leased museum space made by M. French; second by C. Phillips. Councilmember Illg stated he understood the cost of the artwork would be borne by the museum; Mayor Eason confirmed that it would. Vote carried unanimously in favor.
11. **CONSIDERATION OF SCHEDULING A SPECIAL CALLED JOINT MEETING WITH DAWSON COUNTY BOARD OF COMMISSIONERS CONCERNING TSPLOST:** Motion to schedule a Joint Meeting with the Dawson County Board of Commissioners concerning a special district transportation sales tax on December 8, 2023 at 10:00 am at the Dawson County Government Center made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
12. **IMPACT FEE PRESENTATION BY ADAM HAZELL:** Adam Hazell from the Georgia Mountain Regional Commission presented the assessment from the impact fee study done for the City. Attorney Tallant stated the moratorium on development permits is due to expire the beginning of November and suggests the Council determine at the next meeting how they'd like to proceed. He can have an ordinance prepared in a reasonable amount of time should they decide to implement impact fees.