

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 6, 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 April 15, 2024
 - Executive Session held April 15, 2024
8. Introduce DCSO Patrol Captain Johnny Holtzclaw
9. Introduce New Employees
10. Proclamations:
 - Water Professionals Appreciation Week, May 5 – 11, 2024
 - Municipal Clerks Week, May 5 – 11, 2024

BUSINESS

11. Creation of New Position: Assistant City Manager
12. Revised Organization Chart
13. Intergovernmental Agreement: Burt Creek Road Improvement Project

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, May 20, 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: 05/06/2024

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
- Regular Meeting and Work Session held April 15, 2024
 - Executive Session held April 15, 2024
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 05/06/2024

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 APRIL 15, 2024**
 - **EXECUTIVE SESSION MEETING HELD APRIL 15, 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, April 15, 2024
5:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 5:01 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. Stacy Harris was in attendance for Planning and Zoning.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** City Manager Bolz reported the Farmer's Market will open on April 27th at 8:00 am; the first Food Truck Friday will be on May 3rd; and Gospel in the Park will be held Saturday, May 11th starting at 1:00 pm.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda to change the purpose for the request of Item #11 to read "Per Directive from City Council" instead of "Per Directive from Mayor Walden" made by M. French; second by W. Illg. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by M. French; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a-c) made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held March 4, 2024
 - Executive Session held March 4, 2024
 - b. Approve Restated Defined Benefit Retirement Plan Adoption Agreement
 - c. Approve Additional FY 2024 Local Maintenance and Improvement Grant Funding: ***Total LRA grant amount is \$57,825.52 with no match required; approved project to soil cement, repave and repair sidewalks on Maple Street South; funds will be combined with FY 2023, FY 2024 and FY 2025 LMIG funding.***
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Stacy Harris as the February 2024 Employee of the Month; Beth Tuttle as the March 2024 Employee of the Month; Tony Seabolt received a three year service award; Tracy Smith received a seven year service award; Blake Croft received an eight year service award and Trampas Hansard received a sixteen year service award.
9. **PROCLAMATION: ADMINISTRATIVE PROFESSIONAL'S DAY, APRIL 24, 2024:** Mayor John Walden read the proclamation and thanked the staff for their hard work and dedication to the City.

BUSINESS

10. **DAWSON COUNTY BOARD OF EDUCATION: REQUEST FOR DEVELOPMENT AND BUILDING PERMIT FEE WAIVER:** Motion to approve waiving construction and demolition permit fees for the Dawson County Board of Education's High School Baseball and Softball Complex Phase I in the amount of \$4,772.40 and to refund the monies previously paid by Carroll Daniel Construction Co. and to allow for third party engineers to conduct inspections in order to eliminate City expenses made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.
11. **CREATION OF NEW POSITION: ASSISTANT CITY MANAGER:** Motion to approve the Assistant City Manager position with an understanding that the person will report to the City Manager but is answerable to the City Council made by M. French; second by C. Phillips. Councilmember Phillips suggested tabling the item to be sure the job description is accurate. Vote denied unanimously; motion did not carry.

Motion made by W. Illg to table the item to the May 6, 2024 City Council meeting; second by M. French. Vote carried unanimously in favor.

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, April 15, 2024
5:00 P.M.

12. **REVISED ORGANIZATION CHART:** Motion to table the item to the May 6, 2024 City Council meeting made by M. French; second by W. Illg. Vote carried unanimously in favor.
13. **SUPPLEMENTAL FUNDING TO DAWSON COUNTY FOR BURT CREEK ROAD PAVING PROJECT:** Motion to approve up to \$60,000 from SPLOST VII to Dawson County for deep patch repair on the Burt Creek Road paving project made by C. Phillips; second by M. French. Vote carried unanimously in favor.
14. **REQUEST FOR PARTIAL ROAD CLOSURE: GOSPEL IN THE PARK, SATURDAY, MAY 11, 2024:** Motion to approve the partial road closure of Main Street through the park, if needed, for the Gospel in the Park event on May 11, 2024 made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.

WORK SESSION

15. **DISCUSSION OF CITY PARKING ORDINANCE OPTIONS:** Council discussed the various options and concerns about enforcement and public safety. They would like additional information on the widths of the roads before proceeding and costs associated with enforcement.

Motion to table the item to the June 3, 2024 City Council meeting made by M. French; second by W. Illg. Vote carried unanimously in favor.

STAFF REPORTS

16. **BOB BOLZ, CITY MANAGER:** He noted there were six leak adjustments for March and April totaling \$707.59
17. **ROBIN GAZAWAY, FINANCE DIRECTOR:** Finance Director Gazaway provided the financial reports representing fund balances and activity through March 31, 2024.

MAYOR AND COUNCIL REPORTS: None

EXECUTIVE SESSION

At 5:34 p.m. a motion to close regular session and go into executive session for potential/pending litigation, real estate and personnel was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

At 6:57 p.m. a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

Motion to resume regular session was made by S. Sawyer; second by W Illg. Vote carried unanimously in favor.

ADJOURNMENT

At 7:00 p.m. a motion to adjourn the meeting was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

Approved this 3rd day of May 2024

By: CITY OF DAWSONVILLE

John Walden, Mayor

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, April 15, 2024
5:00 P.M.

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

DRAFT

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 April 15, 2024
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:34 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 15th day of April 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



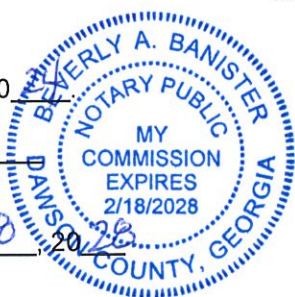
Mark French, Councilmember Post #4

Sworn to and subscribed before me this
15 day of April, 2024



Signature, Notary Public

My Commission expires: Feb 18, 2028





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: INTRODUCE DCSO PATROL CAPTAIN JOHNNY HOLTZCLAW

CITY COUNCIL MEETING DATE: 05/06/2024

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 INTRODUCE THE NEW PATROL CAPTAIN FOR THE DAWSON COUNTY SHERIFF'S
OFFICE – CAPTAIN JOHNNY HOLTZCLAW**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: INTRODUCE NEW EMPLOYEES

CITY COUNCIL MEETING DATE: 05/06/2024

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 INTRODUCE THREE NEW EMPLOYEES:

- **DAVID MEDINA AND CALEB REECE: PUBLIC WORKS DEPARTMENT**
 - **KENNETH SMITH: PLANNING & ZONING DEPARTMENT**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

SUBJECT: PROCLAMATIONS

CITY COUNCIL MEETING DATE: 05/06/2024

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 READ PROCLAMATIONS:

- **WATER PROFESSIONALS APPRECIATION WEEK, MAY 5 – 11, 2024**
 - **MUNICIPAL CLERKS WEEK, MAY 5 – 11, 2024**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



Proclamation

Water Professionals Appreciation Week

May 5 – May 11, 2024



WHEREAS, water and wastewater infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of the City of Dawsonville, and

WHEREAS, water professionals are committed to operating these facilities to maintain consistent compliance with extremely stringent standards and such facilities and services could not be provided without the dedicated efforts of water professionals who are responsible to operate and maintain the water supply and water treatment facilities essential to serve our citizens, and

WHEREAS, both publicly and privately-owned facilities have performed so well that they are no longer the most significant threat to Georgia's waters and the quality of Georgia's waters has improved dramatically throughout this great state over the 50 plus years since the original passage of the Georgia Water Quality Control Act.

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of water and wastewater operations in their respective communities, and

NOW THEREFORE, I, John Walden, Mayor of the City of Dawsonville, do proclaim May 5 – May 11, 2024, as

WATER PROFESSIONALS APPRECIATION WEEK

a special week of recognition for men and women who work tirelessly in our City to ensure our water resources are protected and properly managed. Therefore, we want to recognize and thank the staff and management of the City of Dawsonville's water department.

Dated this 6th day of May 2024.

John Walden, Mayor

Attest:


Beverly A. Banister, City Clerk



Proclamation

55th Annual Professional Municipal Clerks Week

May 5 – May 11, 2024



WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW THEREFORE, I, John Walden, Mayor of the City of Dawsonville, do proclaim May 5 - May 11, 2024, as

PROFESSIONAL MUNICIPAL CLERKS WEEK

and further extend appreciation to our Professional Municipal City Clerk, Beverly Banister and Deputy City Clerk, Tracy Smith and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 6th day of May, 2024.

John Walden, Mayor

Attest:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: CREATION OF NEW POSITION: ASSISTANT CITY MANAGER

CITY COUNCIL MEETING DATE: 05/06/2024

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TABLED TO 05/06/2024 MEETING**

THE CITY COUNCIL THROUGH MAYOR WALDEN INSTRUCTED THE CITY MANAGER TO PREPARE A JOB DESCRIPTION FOR AN ASSISTANT CITY MANAGER POSITION. THE JOB DESCRIPTION IS ATTACHED.

HISTORY/ FACTS / ISSUES:

PER SECTION 10.3 OF OUR PERSONNEL MANUAL, THE CREATION OF A NEW POSITION MUST BE NEEDED, AND THE ADDITIONAL FUNDING IDENTIFIED WITHIN THE BUDGET SHOULD THE POSITION BE DEEMED A NECESSITY. A JOB DESCRIPTION MUST THEN BE CREATED FOR APPROVAL BY THE CITY COUNCIL.

EVERY GOOD LEADER SHOULD PLAN FOR SUCCESSION. THE PLAN SHOULD BE IMPLEMENTED IN SUCH A MANNER THAT THE NEW PERSONNEL CAN BE ADEQUATELY TRAINED BEFORE ASSUMING THE LEADERSHIP ROLE. THUS, THE PURPOSE OF THIS REQUEST.

FUNDING WILL BE A CHALLENGE. EXPENDITURES IN THE GENERAL FUND WILL HAVE TO BE REALIGNED AND SOME REDUCTIONS WILL BE MADE TO COVER THE ADDITIONAL COST.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE OR DENY CREATION OF NEW POSITION

REQUESTED BY: Bob Bolz, City Manager



CITY OF DAWSONVILLE

ASSISTANT CITY MANAGER

ADM/1
Exempt
1500 General

JOB SUMMARY

This position is responsible for assisting the City Manager in managing and administering the day-to-day operations of the city government including oversight for several departments.

MAJOR DUTIES

- Assists the City Manager with supervision, direction, and evaluation of staff; evaluates, counsels and disciplines assigned personnel.
- Coordinates work activities; organizes, prioritizes, and assigns work of assigned staff and departments; monitors status of work in progress and inspects completed work; consults with assigned staff, assists with complex problem situations, and provides technical expertise.
- Consults with the City Manager, to review city activities, provide recommendations, resolve problems, and receive advice and direction; makes presentations to City Council.
- Promotes positive public relations with the community; as assigned by the City Manager, responds to the media about city issues; represents the city at meetings, special events, and social functions; attends various meetings and serves on committees as needed; makes speeches or presentations.
- Assists with the development, implementation, and management of annual city budgets; prepares and reviews budget reports; ensures compliance with approved budget; ensures competitive bidding of large purchases; monitors expenditures and schedules purchases as appropriate, as assigned, and in accordance with all required policies.
- Serves as a representative of the City Manager and as a liaison between various boards, committees, commissions and authorities, civic organizations, other government agencies, Chamber of Commerce, Economic Development Council, etc.; represents the City Manager as needed by attending community functions, special events, meetings, and related activities; represents the City with outside agencies.
- Serves as the Acting City Manager in the absence of the City Manager.
- Manages and supervises the daily operations of the City's Planning and Zoning Department including direct supervision of the Planning and Zoning Director, as well as functions including but not limited to plan review, land and building inspections, ordinance development, zoning administration, annexations, permits and licenses, code enforcement, animal control, information and technology, GIS, Municipal Court and other functions as directed; this includes scheduling staff and work, assigning, inspecting, and evaluation of work; monitors and reviews work of assigned departments; and prepares employee performance appraisals. This includes coordination and management of the Planning Commission and the Historic Preservation Commission.
- Ensures compliance with applicable codes, laws, rules, regulations, standards, policies, and procedures; interprets and explains city ordinances; initiates actions necessary to correct deviations or violations.
- Assists the City Manager with the daily supervision, management, and operation of the Downtown Director, preparation of performance appraisal, long and short-term planning, including management of related special projects such as the Downtown Master Plan, coordination of the Downtown Development Authority, marketing and advertisement, economic development, and all related functions. Participates and supports special events, outreach efforts, etc.
- Assists the City Manager and assigned Department Heads with the development and implementation of long- and short-term plans, goals, and objectives for the city, planning long-term infrastructure improvements and emergency plans; with development, updates, and implementation of policies and procedures and recommends policy changes.
- Assist the City Manager and Department Heads in research, preparation, and provision of information, updates and staff support for the Mayor and City Council to assist them in governmental decision making, the development of policy initiatives, the provision of information

related to planning and zoning, downtown and economic development, and the monitoring and reporting on project status.

- Reviews and manages the City's risk management processes. This includes preparation of fixed asset schedules for all city departments; with appropriate department heads, supervise, develop, and implement a computerized asset management system that includes roads, stormwater, sidewalks, water/sewer infrastructure, and buildings. This includes related GIRMA insurance requirements.
- With the assistance of the Finance Director, meet with GIRMA, various insurance brokers and oversee renewal of health, property and casualty, and worker's compensation insurance policies; performs risk assessments, works with various departments to analyze current and potential risks.
- Manage and supervise city lease agreements for residential and commercial rental properties and other related and required contracts.
- Plans, coordinates, directs, and manages assigned special projects for the City; identifies and recommends proper allocation of financial, material, and human resources committed to the project; oversees the implementation of the project; provides updates to the City Manager and others.
- Assists City Manager and other staff with preparation of monthly staff meetings, monthly department meetings, staff outings and events; staff health, wellness, and safety programs, guest speakers, specific presentations, and other assigned efforts to provide the best for city employees.
- As assigned, participate in employee recruitment, selection, performance management, and retention. This includes participation in interview panels.
- Assist the City Manager and the Finance Director with preparation, management, record keeping, and reporting of grants and related funding opportunities, including but not limited to, LMIG, CDBG, GEMA, GMRC/ARC, GMA, Land and Water Conservation, DCA grants, and other related efforts and opportunities.
- Assists the Finance Department with maintenance of vendor files and annual required reporting for the Georgia Department of Audits and Accounts. Supervise department heads and ensure the city complies with the SAM (System of Award Management) System.
- Prepares or completes various forms, ad hoc reports, correspondence, budgets, financial reports, bid tabulations, presentations, or other documents as requested by the City Manager.
- Maintains a comprehensive, current knowledge of applicable laws and regulations; maintains an awareness of new trends and advances in the profession; reads professional literature; maintains professional affiliations; attends workshops and training sessions.
- Performs other related duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of local government operations, regulations, and standards; relevant federal and state laws, city ordinances, and department policies and procedures.
- Knowledge of the principles and practices of business administration.
- Knowledge of budgetary principles and practices, budget development and management principles and practices.
- Knowledge of community and economic development practices.
- Knowledge of human resource principles and laws.
- Knowledge of supervisory principles and practices.
- Knowledge of computers and job-related software programs.
- Skills in interpersonal communication, teambuilding, and employee training and development.
- Skill in prioritizing and planning.
- Skills in planning, organizing, directing, and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skills in oral and written communication.

SUPERVISORY CONTROLS

This position is appointed by the City Council and directly reports to the City Manager who assigns work in terms of city goals and objectives. The City Manager assigns work in terms of department goals and objectives. Review of work through performance evaluations, reports, and observation of department activities.

GUIDELINES

Guidelines include the City Charter, Code of Ordinances, personnel and financial policies, state and federal law, internal control procedures, and other city procedures. These guidelines require judgment, selection, and interpretation in application. This position develops department guidelines.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, administrative, and supervisory duties. Strict regulations, the need for accuracy, and the variety of city operations contribute to the complexity of the position.
- The purpose of this position is to provide assistance to the City Manager in daily operational oversight, providing a level of support on capital projects, to assist in the absence of the City Manager, and to participate in public outreach efforts of the city.

CONTACTS

- Contacts are typically with city management, department heads, other city employees, elected and appointed officials, business leaders, representatives of other government agencies, attorneys, bankers, auditors, consultants, vendors, state and federal officials, and the public.
- Contacts are typically to provide services; to give or exchange information; to resolve problems; to motivate or influence people; 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, stooping, walking, bending, or crouching. The employee occasionally lifts light objects, distinguishes between shades of color, and utilizes the sense of smell.
- The work is typically performed in an office but at times has field requirements.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over the Planning and Zoning Director, and the Downtown Director.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a bachelor's degree and substantial experience, and/or master's degree and related experience in a profession or course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.

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 # 12

SUBJECT: REVISED ORGANIZATION CHART

CITY COUNCIL MEETING DATE: 05/06/2024

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST: **TABLED TO 05/06/2024 MEETING**

TO REQUEST REVISION OF THE CITY'S ORGANIZATION CHART TO ACCOMMODATE RECENT RESTRUCTURE OF PERMIT TECH POSITION TO BUILDING INSPECTOR AS APPROVED BY THE CITY COUNCIL ON MARCH 4, 2024 AND TO ACCOMMODATE THE ADDITION OF AN ASSISTANT CITY MANAGER POSITION IF APPROVED.

HISTORY/ FACTS / ISSUES:

THE ORGANIZATION CHART WAS LAST UPDATED IN JULY 2023 BUT SINCE THAT TIME WE REVISED THE PERMIT TECH POSITION AND HAVE REQUESTED A NEW POSITION, ASSISTANT CITY MANAGER.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

TO APPROVE REVISED ORGANIZATION CHART AS PRESENTED.
TO DENY REVISED ORGANIZATION CHART AS PRESENTED.
TO APPROVE AMENDMENT TO THE REVISED ORGANIZATION CHART.

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: INTERGOVERNMENTAL AGREEMENT: BURT CREEK ROAD IMPROVEMENT PROJECT

CITY COUNCIL MEETING DATE: 05/06/2024

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 INTERGOVERNMENTAL AGREEMENT BETWEEN DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT

HISTORY/ FACTS / ISSUES:

SUPPLEMENTAL FUNDING TO DAWSON COUNTY FOR DEEP PATCH REPAIR OF THE CITY'S PORTION OF BURT CREEK ROAD WAS PRESENTED AND APPROVED AT THE 04/15/2024 MEETING

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Kevin Tallant, City Attorney

**STATE OF GEORGIA
COUNTY OF DAWSON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DAWSON COUNTY AND THE CITY OF DAWSONVILLE REGARDING
A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

**(Burt Creek Road)
(from SR 136 to Dawson/Lumpkin County Line)**

THIS AGREEMENT, effective as of _____, 2024, is by and between DAWSON COUNTY, a political subdivision of the State of Georgia (“Dawson”), and the CITY OF DAWSONVILLE, a Georgia municipal corporation (“Dawsonville”). Individually, Dawson and Dawsonville may be referred to herein as a “Party,” and, collectively, as the “Parties.”

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, cities and counties are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which such cities and counties are authorized by law to undertake or provide; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson and Dawsonville are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Dawson is prohibited from exercising these powers or providing any such service inside the boundaries of Dawsonville except by contract with Dawsonville; and

WHEREAS, pursuant to O.C.G.A. § 32-4-62(d), Dawson has the authority provided in O.C.G.A. § 32-4-112(b) to contract with Dawsonville and expend funds for work on public roads within Dawsonville’s jurisdictional boundary; and

WHEREAS, a portion of Burt Creek Road between State Route (“SR”) 136 and the Dawson/Lumpkin County line lies within Dawsonville’s jurisdiction and a larger portion of that section of Burt Creek Road lies within Dawson’s jurisdiction; and

WHEREAS, Dawson and Dawsonville are parties to that certain Settlement and Release Agreement effective on May 20, 2021, wherein Dawson agreed as a part of such settlement to repave, as part of its road and culvert improvements projects, Burt Creek Road from SR 136 to the Dawson/Lumpkin County line; and

WHEREAS, following further inspection of that portion of Burt Creek Road to be repaved, the Parties agree that repaving is no longer a viable, long-term solution and additional work beyond

just repaving the road (e.g., deep patch and resurfacing and/or full depth reclamation) should be completed to extend the life of the road; and

WHEREAS, in accordance with the applicable state law requirements, Dawson has conducted a competitive bid solicitation which will result in an agreement between Dawson and a paving company (the “Contractor”), which agreement scope will include deep patch and resurfacing work to be completed on that portion of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Project”); and

WHEREAS, Dawsonville has agreed to pay the difference between the bid price associated with the base repaving work for the Project and the bid price of the deep patch and resurfacing work to be completed on the roadway within Dawsonville’s jurisdiction; and

WHEREAS, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both Dawson and Dawsonville.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. **Dawson’s Duty to Manage the Project.** The Parties agree that Dawson shall assume primary responsibility for management of the Project, including completion of the Work (described below), and its public road construction/maintenance agreement with a paving company (the “Contractor”).
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of deep patch and resurfacing of approximately 2,635 linear feet of Burt Creek Road lying within Dawsonville’s jurisdiction (the “Work”). Dawson shall complete the Work using the services of the Contractor.
- c. **Timing.** Dawson estimates that it will issue a Notice to Proceed to the Contractor before the end of June 2024 and that the Work shall be substantially completed before the end of December 2024.
- d. **Cost Allocation.** The Work to be completed within Dawsonville’s jurisdiction (deep patch and resurfacing) is estimated to cost \$44,383.23, which is calculated as the difference between the base repaving work (\$112,733.12) (which remains Dawson’s responsibility) and the increased cost associated with the deep patch and resurfacing work (\$157,116.35) (see Bid Tabulations Sheet attached marked “Exhibit A”). Dawsonville agrees to pay \$44,383.23 towards the completion of the Work and Dawson agrees to pay the remainder (\$112,733.12). The Parties agree

that Project costs are based on estimated quantities and that actual contract quantities will not be known until the Project is complete. The Parties agree that upon completion of the Project, when actual contract quantities are final, the Parties agree to split additional costs incurred above the estimated amount referenced above such that the County will fund 72% of the additional costs and the City will fund 28% of the additional costs (same percentage split as allocated above). Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Dawsonville shall pay all amounts due under this IGA to Dawson within thirty (30) days of request.

- e. **Dawsonville's Right and Duty to Review the Work.** Dawsonville shall have the right and duty to review the Work and to advise Dawson of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Dawsonville may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Dawsonville acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to Dawson in its contract with the Contractor to the extent such remedies can be enforced by Dawson. Dawsonville shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise.
- f. **Disputes with the Contractor.** Dawson shall address with the Contractor any issues or concerns raised by Dawsonville concerning the Work and, subject to the limitations below, Dawson shall make good faith efforts to enforce the contract with the Contractor for the benefit of Dawsonville. Except as separately agreed between the Parties, Dawson shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
- g. **Change Orders.** Dawson will discuss any proposed change orders that operate to increase the cost of the Project for the Work to be performed within Dawsonville's jurisdiction with Dawsonville in advance of approving such change orders with the Contractor. Upon Dawsonville's approval of any such proposed change order, Dawsonville agrees to timely pay all costs associated therewith in accordance with subsection d. hereinabove.
- h. **Contractor Insurance and Contract Provisions.** Dawson shall make a good faith effort to include in its contract with Contractor, or to execute an amendment to such contract, a requirement that: (1) Dawsonville is named as an additional insured on any liability policies covering the Work, (2) Dawsonville is named as an intended third-party beneficiary of such contract, and (3) the Contractor be required to give notice to the County within a reasonable time after discovering that the actual

contract quantities for the Work within Dawsonville's jurisdiction will exceed the estimated quantities, which notice the County will provide to the City upon receipt.

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Dawsonville terminates this Agreement for convenience: (a) Dawson shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Dawsonville) terminate the Work in its contract with the Contractor (but only that portion of the Work that is within Dawsonville's jurisdiction); and (b) Dawsonville shall reimburse Dawson for all reimbursable costs incurred through the date of termination of the Dawson-Contractor contract.
4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required

governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

10. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party’s control which prevent performance under this Agreement.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.
12. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party’s right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
13. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

14. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

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

If to Dawsonville:

City of Dawsonville, Georgia
Administrative Offices
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
ATTN: City Manager

If to Dawson:

Dawson County, Georgia
Administrative Offices
25 Justice Way
Dawsonville, GA 30534
ATTN: County Manager

17. **Settlement Agreement Satisfaction.** The Parties hereto agree that Dawson’s obligations regarding the repaving of Burt Creek Road as described under that certain Settlement and Release Agreement effective on May 20, 2021, a copy of which is attached hereto marked “Exhibit B,” including the timing requirements stated therein, shall be fully and finally satisfied upon completion of the Project described herein.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

CITY OF DAWSONVILLE, GEORGIA,
by and through its City Council

DAWSON COUNTY, GEORGIA, by and
through its Board of Commissioners

By: _____
John Walden, Mayor

By: _____
Billy Thurmond, Chairman

Attest: _____
Beverly Banister, City Clerk

Attest: _____
Kristen Cloud, County Clerk

(city seal)

(county seal)

Approved as to Form:

Approved as to Form:

City Attorney

County Attorney

EXHIBIT A

BID TABULATIONS

BURT CREEK ROAD FROM SR 136 TO NORTHERN TERMINI OF CITY LIMITS

Base Bid

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
TASK 2:	Leveling and Resurfacing – Burt Creek Road – Approx. 2,635 feet				
2.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump sum	\$38,600.12	\$38,600.12
2.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
Subtotal				\$112,733.12	

Alternate Bids

Alternate 1	BURT CREEK ROAD FDR-Approx. 2635 feet				
Alternate 1.1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	Lump Sum	\$44,488.76	\$44,488.76
Alternate 1.2	10" Cement Reclaimed Base (Includes temp raised lane markers) 20 foot wide	5855	SY	\$5.33	\$31,207.15
Alternate 1.3	Portland Cement – 55 lb/SY	161	TN	\$286.93	\$46,195.73
Alternate 1.4	B-MOD Asphalt Binder 2" Depth, 20' wide	700	TN	\$154.39	\$108,073.00
Alternate 1.5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
TOTAL COSTS FOR ALTERNATE #1				\$304,097.64	

Alternate #2 Bid for Task 2					
Alternate 1	BURT CREEK ROAD Deep Patch and Resurfacing-Approx. 2635 feet				
Alternate 1.1	Traffic Control, Striping, Signage and Mobilization	1	Lump Sum	\$33,871.35	\$33,871.35
Alternate 1.2	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 20' wide	450	TN	\$164.74	\$74,133.00
Alternate 1.3	Deep Patch 2 inch depth and replace with B-MOD Asphalt Binder	200	TN	\$245.56	\$49,112.00
TOTAL COSTS FOR ALTERNATE #1				\$157,116.35	

EXHIBIT B

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the “Agreement”) is made and entered into this 20 day of May, 2021, by and between Dawson County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the “City”), a municipal corporation (County and City, collectively, the “Parties”).

RECITALS

WHEREAS, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the “SPLOST”) and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the “Lawsuit”);

WHEREAS, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

WHEREAS, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

I. NO ADMISSION OF LIABILITY

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City’s press release, or may issue its own addressing the same points.

II. COUNTY PROJECTS

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. Road Repaving. The County shall repave the following roads as part of its road and culvert improvements projects:
- i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
 - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- B. Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are finalizing a separate IGA (the “Sheriff IGA”) for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff’s deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County’s requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County’s obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

III. IGA FOR PARKING

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

IV. IGA FOR SPLOST

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

V. RELEASE AND DISMISSAL OF LAWSUIT

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Effective Date

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.


D. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

City of Dawsonville, Georgia:



**Mike Eason
Mayor**

Attest: 

Print Name: Beverly A. Banister

Its: City Clerk



Dawson County, Georgia:



**Billy Thurmond
Chairman, Board of Commissioners**

Attest: 

By: Kristen Cloud

Its: County Clerk

