

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, September 8, 2025
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 August 18, 2025
 - Executive Session held August 18, 2025
 - b. Approve 2026 Solid Waste Collection Service Agreement with Red Oak Sanitation

BUSINESS

8. Hunting on City Property – Tabled from August 18, 2025
9. Millage Rate for Tax Year 2025
10. T-Mobile Hometown Grant Application
11. Proposal from CPL for Ordinance Revision Services

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 regularly scheduled City Council meeting is Monday, September 22, 2025.

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: 09/08/2025

PURPOSE FOR REQUEST:

CONSIDERATION AND APPROVAL OF ITEMS BELOW; SEE ATTACHED SUPPORTING DOCUMENTS

- a. Approve Minutes
 - Regular Meeting and Work Session held August 18, 2025
 - Executive Session held August 18, 2025
 - b. Approve 2026 Solid Waste Collection Service Agreement with Red Oak Sanitation
-



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 09/08/2025

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 AUGUST 18, 2025**
 - **EXECUTIVE SESSION HELD AUGUST 18, 2025**
-

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, August 18, 2025
5:00 P.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 5:03 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Caleb Phillips, Councilmember Sandy Sawyer, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Director Jacob Barr, Finance Director Robin Gazaway, Director of Downtown Development Amanda Edmondson and Zoning Administrative Assistant Stacy Harris.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Walden announced qualifying for Councilmember Post #2 and Post #4 started today and ends on Thursday, August 21, 2025 at 12:00 p.m. He also announced the City is hosting a concert in Main Street Park this Saturday, August 23, 2025 beginning at 7:00 pm featuring "Mainstreet" – a Bob Seger Tribute band. Food trucks will be setting up at 5:00 p.m.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda by moving Item #11 after the Executive Session and adding Item #15 Request to Open a Savings Account made by S. Sawyer; second by M. French. Vote carried unanimously in favor.

Motion to approve the agenda as amended made by C. Phillips; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following item (a) made by M. French; second by W. Illg. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held August 4, 2025
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Stacy Harris as the July Employee of the Month. City Manager Evans also reported Finance Director Gazaway received the Certificate of Achievement for Excellence in Financial Reporting for FY 2024 and he thanked Downtown Director Edmondson for her contribution to the upcoming concert event.

BUSINESS

9. **ORDINANCE NO. 04-2025:** An Ordinance Affecting The Compensation Of The Governing Authority; To Address Compensation For Meetings Beyond The Regular Meetings Of The Governing Authority; And For Other Purposes. First Reading: August 4, 2025; Second Reading And Consideration To Adopt: August 18, 2025

Attorney Tallant provided the details and second reading of Ordinance No. 04-2025.

Motion to approve Ordinance No. 04-2025 as presented made by C. Phillips; second by W. Illg. Mayor Walden reported he is very thankful for the Council and commended them on their care and concern for the community. Vote carried unanimously in favor. (Exhibit "A")
10. **HUNTING ON CITY PROPERTY – TABLED FROM AUGUST 4, 2025:** Motion to suspend hunting on City property for further consideration and to table the item to the September 8, 2025 City Council meeting made by M. French; second by W. Illg. Councilmember Illg clarified the suspension of hunting will carry until a decision is made at the September 8, 2025 meeting. Vote carried unanimously
11. Item moved until after Executive Session
12. **CONSIDERATION OF STAGE CONSTRUCTION ON GRANDDADDY MIMMS OUTDOOR PATIO:** Public Works Director Hansard presented a request for Granddaddy Mimms to build an approximate 17' X 14' stage in their outdoor patio. Councilmember Illg asked if the construction of the stage, assuming it would be in the corner, could be circular to face the audience; Mr. Townsend with Granddaddy Mimms said it could.

MINUTES
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Motion to approve the construction of the stage made by W. Illg; second by M. French. Vote carried unanimously in favor.

STAFF REPORTS

- 13. JACOB EVANS, CITY MANAGER:** He reported there were four (4) leak adjustments for the month totaling \$489.61.
- 14. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through July 31, 2025. Councilmember French expressed his gratitude to Ms. Gazaway for her hard work in being awarded the Certificate of Achievement for Excellence in Financial Reporting. He recognizes and appreciates the high standard she has set in receiving this award year after year.

ADDITIONAL BUSINESS

- 15. REQUEST TO OPEN A SAVINGS ACCOUNT:** Finance Director Gazaway reported to Council the City will be receiving a large sum of money for infrastructure from one of the developers in the City and would prefer to keep the funds separate from the General Fund and to be transferred over as needed.

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

EXECUTIVE SESSION

At 5:17 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.

At 6:56 p.m. a motion to close executive session was made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor.

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

ITEM # 11 CONSIDERATION OF NAMING STACY HARRIS AS PLANNING DIRECTOR: No action was taken by the Council.

ADJOURNMENT

At 6:58 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

Approved this 8th day of September, 2025

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 18, 2025
5:00 P.M.

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attest: _____
Beverly A. Banister, City Clerk

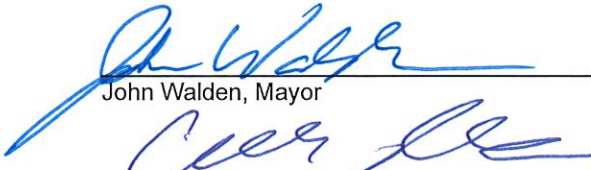
STATE OF GEORGIA
COUNTY OF DAWSON

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 August 18, 2025.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5¹⁷ 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 18th day of August 2025; 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
18 day of August, 2025.


Signature, Notary Public

My Commission expires: Feb 18, 2028



Subject: Mayor and Council Compensation
Date of First Reading: August 4, 2025
Date of Second Reading: August 18, 2025
Date of Adoption: August 18, 2025
Effective Date: January 1, 2026

Publication Dates: July 30, 2025, August 6, 2025 and August 13, 2025

ORDINANCE NO. 04-2025

AN ORDINANCE TO ESTABLISH SECTION 2-21 OF THE CODE OF THE CITY OF DAWSONVILLE SO AS TO INCREASE THE COMPENSATION OF THE GOVERNING AUTHORITY; TO CLARIFY COMPENSATION FOR MEETINGS BEYOND THE FIRST MONTHLY REGULAR MEETINGS OF THE GOVERNING AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2.13(c) of the Charter of the City of Dawsonville provides that compensation for the City of Dawsonville Governing Authority may be set by City Ordinance;

WHEREAS, O.C.G.A. 36-35-4 prescribes certain additional procedures which must be complied with in order to affect the compensation of the members of the Governing Authority;

WHEREAS, the City of Dawsonville has met the notice and advertising requirements of O.C.G.A. 36-35-4, and is scheduled to consider this matter first on August 4, 2025, and then consider this ordinance for adoption on August 18, 2025;

WHEREAS, the City provides for compensation for certain meetings attended by members of the Governing Authority in their official capacity, which meetings must be pre-approved according to the City's Charter; and

WHEREAS, the City desires to pre-approve certain meetings as well as provide guidelines for what types of meetings are pre-approved;

NOW THEREFORE, THE COUNCIL OF THE CITY OF DAWSONVILLE, GEORGIA HEREBY ORDAINS AS FOLLOWS:

There is hereby enacted a new Section 2-21 of the Code of the City of Dawsonville, which shall, from and after the adoption of this Ordinance, read as follows:

Section 2-21. Compensation in general and for additional meetings.

- (a) The compensation of the mayor shall be \$1,400.00 per month and the compensation of each council member shall be \$800.00 per month until such time as the compensation of

the mayor and/or council are amended by ordinance. In addition to this monthly compensation, the mayor and council members shall also be paid \$200.00 for each city council meeting other than the first regular city council meeting of the month, and for any other meeting that has been pre-approved for compensation by the council.

(b) The following meetings are pre-approved for payment for members of the City of Dawsonville Governing Authority:

- 1) Meetings of City of Dawsonville Commissions, Authorities, or committees which meetings are attended by members of the City of Dawsonville Governing Authority either as a liaison to that Commission, Authority, or committee, or because the member of the City of Dawsonville Governing Authority is a member of the said Commission, Authority or committee.
- 2) Training and educational meetings which will benefit the service of a member of the City of Dawsonville Governing Authority, which trainings are conducted by any or a combination of any of the following entities: Georgia Municipal Association; the Carl Vinson Institute of Government; the Georgia Mountains Regional Commission; the Georgia Department of Community Affairs, or any division of State Government.
- 3) Board meetings and committee meetings of organizations upon which members of the City of Dawsonville Governing Authority sit which positions are specifically designated as positions for a member of the City of Dawsonville Governing Authority.
- 4) Official events of organizations, which organizations have as a member of their board a position specified as being for a member of the City of Dawsonville Governing Authority, if the official seeking compensation for the official event is a Member of the Board of Directors of the organization sponsoring the event.
- 5) Official events of the City of Dawsonville, its Commissions, Agencies, or committees.

- (c) Members of the City of Dawsonville Governing Authority shall submit their request for compensation for a meeting upon forms provided by the City Manager or his designee. The form shall be endorsed by one other member of the City of Dawsonville Governing Authority prior to submission, which endorsement is for the purpose of confirming that the meeting falls within the description of meetings contained in subparagraphs (1) through (4) of subsection (b), above. The submission may contain more than one meeting on a single form, and should be submitted not more than thirty (30) days after the earliest meeting covered by the form.
- (d) Meetings other than those covered by subparagraphs (1) through (4) of subsection (b), above for which a Member of the Governing Authority believes they should receive compensation shall be submitted for consideration to the Governing Authority prior to the event. The person seeking compensation shall not vote on whether the meeting should be one for which compensation is paid.
- (e) Under no circumstances shall any member of the City of Dawsonville Governing Authority apply for or receive any compensation for an event at which the person seeking compensation was engaged in campaign activities related to his or her office or any office which said person may be seeking.

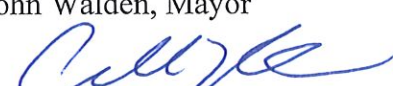
This ordinance shall take effect and be in force from and after January 1, 2026.

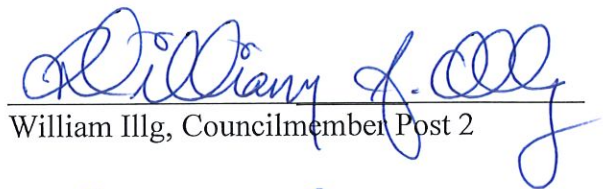
SO ADOPTED by the City Council of Dawsonville, Georgia, this 18 day of August, 2025.

CITY OF DAWSONVILLE

By:


John Walden, Mayor

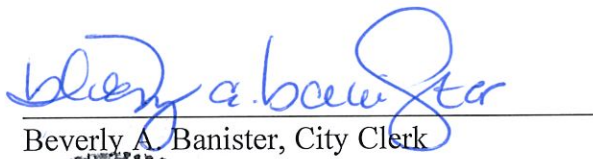

Caleb Phillips, Councilmember Post 1

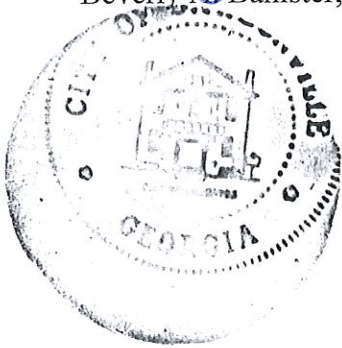

William Illg, Councilmember Post 2


Sandy Sawyer, Councilmember Post 3


Mark French, Councilmember Post 4

ATTESTED TO BY:


Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: **APPROVE 2026 SOLID WASTE COLLECTION SERVICE AGREEMENT WITH
RED OAK SANITATION**

CITY COUNCIL MEETING DATE: **09/08/2025**

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 THE AGREEMENT WITH RED OAK SANITATION TO PROVIDE SOLID WASTE
COLLECTION SERVICE FOR 2026**

**NOTE: RED OAK CANNOT CHANGE THE SERVICE DAY BACK TO MONDAY AT THIS TIME BUT WILL
CONTINUE TO LOOK AT THEIR SCHEDULES AND LET THE CITY KNOW IF THEY CAN ACCOMMODATE
THE REQUEST IN THE FUTURE**

HISTORY/ FACTS / ISSUES:

- **MAYOR AND COUNCIL APPROVED NO CHANGE TO RATE AND SERVICE CHARGE FOR
2025 TOTALING \$19.90 COST PER CAN, PER MONTH AT THE 07/21/2025 MEETING**
 - **CITY ATTORNEY REVIEWED AND APPROVED THE AGREEMENT**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly A. Banister, City Clerk

CONTRACT FOR SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into effective on the **1st day of January, 2026**, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor desire to enter into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and disposal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Hand-load Customer in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from the Residents and Commercial Hand-load Customers for Contractor's solid waste collection services to the City, and the City agrees to pay for such services.

THEREFORE, City and Contractor agree as follows:

1. **DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Brown Goods**: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a residential garbage can or 95-gallon cart.
- 1.2 **Cart**: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 **C & D Materials**: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 **Commercial Premises**: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

- 1.5 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.7 City: City of Dawsonville, Georgia.
- 1.8 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.9 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.10 Contractor: Red Oak Sanitation, Inc.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, , , plastics, glass, crockery, metal cans or other such residential waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Debris: Leaves, brush, grass clippings; shrubs, tree prunings, and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

2. **SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

3. **COLLECTION**

3.1 Service Provided.

- (a) Contractor shall collect Garbage and Rubbish from each Residential Premises and Commercial Hand-load Customer one (1) time per week at Curbside. Once per week curbside service shall consist of the one ninety-five (95) gallon cart supplied

by the City, plus extra trash. Extra trash cannot consistently exceed 50 gallons per week, or an additional cart will be required for \$10/month.

- (b) The Contractor shall collect up to four (4) bags or bundles of Yard Debris placed Curbside on the first Wednesday of each month from the Residential Premises. All yard waste must be cut and bundled in sections no greater than three (3) feet in length. Bundles may be no larger than twelve (12) inches in diameter. Bags, cans, or bundles cannot exceed twenty (20) pounds in weight. Large branches & limbs cannot exceed 3 inches in diameter or 3 feet in length.
- (c) Contractor will not take any construction debris, rock, dirt, sod, mulch, railroad ties, concrete, paint, oil, logs, or trees. Contractor does not offer a tree removal service.
- (d) The day of collection shall be Wednesday unless otherwise mutually agreed by Contractor and City.
- (e) The occupant of the Residential Premises and Commercial Hand-load Customer shall bag garbage and rubbish, and place only Garbage and Rubbish in the proper container.
- (f) The occupant of the Residential Premises and Commercial Hand-load Customer shall place the container(s) at Curbside by 6:00 AM on the designated collection day. The occupant of the Residential Premises shall place Yard Debris in paper bags designed for Yard Debris at Curbside by 6:00 AM on the designated collection day.
- (g) Contractor shall not be responsible for collection of Garbage and Rubbish not placed in the proper container.
- (h) Contractor shall not be responsible for any container, or Yard Debris, not in the proper location at time of service, which is Curbside.
- (i) Occupants of Residential Premises and Commercial Hand-load Customer may request more special services at a price to be agreed upon by the occupant and Contractor and paid monthly by the occupant directly to contractor via ACH.

3.2 Elderly and Disabled. Contractor shall provide side-door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side-door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side-door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side-door or backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.3 Location of Containers for Collection. The Container and bagged Yard Debris shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers,

bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential or commercial refuse not in a bag.

4. **ROUTES AND HOURS OF COLLECTION OPERATION**

4.1 Hours of Operation. Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

4.3 Holidays. The following shall be holidays for the purpose of this Contract:

New Years' Day	July 4 th	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.5 Containers. The Contractor agrees to be back charged for trash containers that require replacement due to the negligence and/or abuse of Contractor's personnel during refuse collection.

4.6 Collection Equipment and Personnel. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.8 Access. The Contractor shall be required to provide collection services to all Residential Premises located on roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts and bagged Yard Debris at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts and bagged Yard Debris at an accessible location on a roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place

the Cart and bagged Yard Debris at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.2 of this Contract.

5. **DISPOSAL**

- 5.1 Disposal. All Garbage, Rubbish and Yard Debris collected for disposal by the Contractor shall be disposed of in a fully permitted, Sub-title D Municipal Solid Waste Landfill with tipping fees paid by the Contractor. Should tipping fees at the landfill rise during the contract period, an adjustment to the monthly fee shall be made based on 195 pounds per residential unit per month. An example calculation is shown:

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X New Tip Fee /12

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X Existing Tip Fee / 12 months

The difference between the two figures is the monthly increase per Residential Unit.

Proof of the increase of landfill fees must be provided by the Contractor to the City prior to any disposal increase and only the difference in the amount old and new landfill rates can be increased.

6. **COMPENSATION**

- 6.1 Rates of Compensation for One (1) Year Rate Period. Contractor shall be paid by the City for solid waste collection, Yard Debris removal, and disposal services provided hereunder at the rate of **\$15.90** per month per address (Residential or Commercial Hand-load) There shall be no charge for services provided to City Hall.
- 6.2 Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods. Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial one (1) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish, and agree upon, rates of compensation to be paid to Contractor during the next ensuing one (1) year term. The rates shall be based on Contracts' capital, operating, disposal, and management costs projected to be incurred during the next one (1) year term, and a fair and reasonable profit margin thereon. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next one (1) year term by not later than 90 days prior to the end of the then current year term, this Agreement shall terminate pursuant to Section 11 hereof.
- 6.3 Rate Adjustments Due to Significant Changes. The rates set forth in Section 6.1 shall be fixed for the initial one (1) year term of this Agreement, and shall only be adjusted to compensate Contractor for:

Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law. In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during

any dispute, with the City, if any, until any dispute is resolved, and the City and Contractor agree to adjusted rates of compensation.

- 6.4 City to Act as Collector. The City under the base bid shall submit statements and collect from all Residential Units and Commercial Hand-load Premises for services provided by the Contractor pursuant to this Agreement, except for those extra services outlined in Section 3.1 (i).
- 6.5 Delinquent and Closed Accounts. Upon written notice sent by the City, the Contractor shall discontinue refuse collection service at any Residential or Commercial Premises. Upon further written notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 6.6 Contractor Billings to City. The Contractor shall bill the City on, or before, the first of each month which collection service will be provided, and the City shall issue payment within fifteen (15) days of receipt of said bill.. Such billing and payment shall be based on the total number of Residential and Commercial Hand-load Premises in the incorporated areas of the City and the price rates set forth in Section 6.1. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

The same service and rates shall be extended to any areas which may be annexed by the City during the term of the contract, or any new developments within the incorporated limits of the City. City will inform contractor of each and every new home that is added to the route no less than thirty (30) days prior to the first service day.

7. **NON-DISCRIMINATION**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

8. **INDEMNITY**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

9. **FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

10. **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

11. **TERM**

The term of this Agreement shall begin on 1st day of January, 2026 and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

Contractor shall provide various reports to the City as may be required from time to time by the City.

13. **INSURANCE**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage with a combined limit of no less than \$1,000,000. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

14. **COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

15. **ASSIGNMENT**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor without the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

16. **EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City of Dawsonville. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide collection and disposal service to all Residential and Commercial Hand-load Premises in the incorporated area of the City of Dawsonville for the initial one (1) year term of this Agreement and all renewal terms thereto, and Contractor shall perform that

service only through this agreement and not with any persons or entities directly in the City of Dawsonville. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

17. OWNERSHIP

Title to the Residential Solid Waste and Yard Debris to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

18. TERMINATION AND ATTORNEY FEES

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- (i) provide written notice to the Contractor that the Contract will be terminated;
- (ii) extend the time to allow Contractor to cure the breach; or
- (iii) impose sanctions or other remedies without terminating the Contract.

18.2 Costs. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

19. MISCELLANEOUS PROVISIONS

19.1 Choice of Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 E-verify. Contactor shall execute the E-Verify affidavit attached hereto as Exhibit A.

19.3 Entire Agreement. This instrument and the attached exhibit contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.4 Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.5 Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

- 19.6 City's Authority. The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council of the City of Dawsonville adopted in open meeting and of record in its official minutes.
- 19.7 .Notices. All notices under the terms of this Agreement shall be hand delivered, delivered by Certified Mail or delivered by nationally recognized overnight delivery service to the address set forth hereinbelow or at such other future address as may be provided by one to the other.

EXECUTED this _____ day of _____, 2025.

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

Red Oak Sanitation
2 Ruby Street
Gainesville, GA 30503

By: John Walden, Mayor

By:

Beverly A. Banister, City Clerk

Witness

EXHIBIT "A"

Affidavit Pursuant to Georgia Immigration Laws

Note: As a prerequisite to certain interactions with government entities, Georgia Law requires an affidavit regarding the subjects indicated herein.

1. I am over the age of 18, of sound mind, and am competent to make this Affidavit.

2. Initial all that apply (you may initial more than one):

_____ I execute this Affidavit as an applicant for a Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Loans, Business Licenses, Professional Licenses, Certificates authorizing the transaction of regulated businesses, other benefits as referenced and defined in O.C.G.A. Section 50-36-1, and as defined by the Attorney General of the State of Georgia.

_____ I execute this Affidavit as a contractor or subcontractor on a project of the City of Dawsonville, Georgia.

3. I submit this affidavit on behalf of _____ (self or business entity).

4. With respect to my personal presence in the United States, I state as follows:

a. _____ I am a United States citizen. **OR**

b. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below.*

5. *(For Contractors, and Subcontractors Only)* With respect to efforts to verify the lawful presence of persons employed or engaged by me or the entity on behalf of which I sign this Affidavit, I affirm (a) that I or the entity on behalf of which I submit this affidavit has registered with, is authorized to use, and uses the system known as "E-Verify" to determine immigration status of all employees, contractors or subcontractors, as the case may be; (b) that the pertinent **E-Verify user number and date of authorization** are _____ and _____; (c) that E-Verify will be used to verify the immigration status of all employees and contractors/subcontractors in the future, indefinitely; (d) that I will only enter into subcontracts with individuals or entities who also use E-Verify; and (f) that I will notify the City of Dawsonville, Georgia immediately if there should be any change in the above stated E-Verify usage.

6. In making the above representations under oath, I understand that the City of Dawsonville, Georgia and its employees are relying upon this affidavit, and I hereby authorize them to do so. I am aware that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____.

Print: _____

*

_____ Alien Reg. No. or Other Identifying No. for Non-Citizens

Notary Public

My Commission Expires:

*Note: O.C.G.A. § 50-36-1(f)(1)(B)(ii) requires that aliens under the federal Immigration and Nationality Act, as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number.**

OFFICE USE ONLY: Type of Secure and Verifiable Document: _____

HUNTING PERMISSION AND RELEASE CITY OF DAWSONVILLE

Whereas, the undersigned is an employee ("Employee") of the City of Dawsonville ("City") that desires to hunt on City owned property commonly described as listed below (the "Hunting Area");

- Spray-fields approximately 214 acres
- Well #111 approximately 30 acres
- Burt Creek WWTP approximately 5 acres (bow only)

Whereas, the City has a practice of allowing employees and their immediate family members to hunt on the City owned property listed above;

Whereas, no other areas owned by the City are open to hunting;

Whereas, each year, employees must complete and submit to the City Manager for approval this Hunting Permission and Release form and are subject to the terms and conditions and benefits conferred on Employee by virtue of receiving permission to hunt in the Hunting Area

AND WHEREAS, Employee and his/her Immediate Family Members signing below, in exchange for said hunting permission, agree as follows:

1. Only Employee and his/her immediate family (parents, spouse, son or daughter and/or stepchildren) that have signed and been approved by the City Manager below my hunt in the Hunting Area. No guests will be allowed or permitted to hunt. Employee and his/her immediate family must all have valid Georgia hunting licenses. Permission expires upon termination of employment with the City or one year from date hereof, whichever occurs first.
2. Prior to any hunt, Employee must inform the City Manager or his/her designee of Employee's intent to hunt on specific days so that the City Manager may avoid having too many individuals hunting at any given time. No hunting may occur during the normal business hours of the City, nor during any time when the Employee is "on duty" or "on call" for the City.
3. All persons hunting pursuant to this form agree to take all due steps, care, and caution necessary to ensure that any and all shot, loads, bullets, arrows, and other hunting ammunition are discharged only in such a way that they will not leave the property of the City, and they further agree that they either are or will make themselves aware of the location of the boundaries of the City's property for that purpose as well as to avoid any potential issues of trespass.
4. Employee and his/her immediate family agree, on behalf of themselves as well as their heirs, administrators, executors, beneficiaries, and successors to the full permissible extent of Georgia law, to release and waive any and all claims that exist or may exist in the future as a result of Employee and his/her immediate family hunting in the Hunting Area, including but not limited to any claim of personal injury, damages, illness, or death, whether or not actually arising out of the hunting activity conducted on the premises. It is the express understanding of Employee and his/her immediate family that hunting is a dangerous sport and that they are hunting in the Hunting Area.
5. Employee acknowledges and agrees that hunting in the Hunting Area is not in any way related to employee's duties as a City Employee, that while in Hunting Area Employee is not acting in his or her capacity as a City Employee, and that, in general, Employee's actions and activities while in the Hunting Area are separate and apart from Employee's employment with the City.
6. Prior to hunting pursuant to the terms of this Permission and release, Employee agrees to obtain the signature of each family member over 18 years of age and represents that Employee has the legal right to sign on behalf of any family member under 18 years of age.
7. All person signing this document agree, for themselves as well as their heirs, administrators, executors, beneficiaries and successors, to protect, defend, and indemnify the City from any actions, claims, demands or liabilities arising out of our related to any and all actions taken or not taken by the undersigned or the persons for whom they sign, which actions or inactions occur in the Hunting Area.
8. All persons signing this document for themselves or on behalf of another have read it and understand it, have been given the opportunity to have this document reviewed by an attorney of their own choosing, and sign this document voluntarily.

So agreed this the _____ day of _____, 20_____



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 8

SUBJECT: HUNTING ON CITY PROPERTY

CITY COUNCIL MEETING DATE: 09/08/2025

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 FROM 08/18/2025**

CONSIDERATION OF ALLOWING EMPLOYEES TO HUNT ON CITY PROPERTY

HISTORY/ FACTS / ISSUES:

HUNTING ON CITY PROPERTY WAS SUSPENDED AT THE 08/18/25 MEETING THROUGH SEPTEMBER 8, 2025 FOR FURTHER CONSIDERATION

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: John Walden, Mayor



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

SUBJECT: **MILLAGE RATE FOR TAX YEAR 2025**

CITY COUNCIL MEETING DATE: 09/08/2025

BUDGET INFORMATION: GL ACCOUNT # N/A

☐ Funds Available from: Annual Budget Capital Budget Other

☐ Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

**TO PRESENT THE MILLAGE RATE CERTIFICATION FOR TAX YEAR 2025 AND REQUEST APPROVAL
TO ROLLBACK THE MILLAGE RATE TO ZERO AND NOT LEVY A TAX IN THE CITY FOR 2025**

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

APPROVE

REQUESTED BY: Robin Gazaway, Finance Director



CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2025

<http://www.dor.ga.gov>

Complete this form once the levy is determined, report this information in Column 1. E-mail a copy to local.government.services@dor.ga.gov and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Services Division with the millage rates for the distribution of Railroad Equipment Tax and Alternative Ad Valorem Tax. Form must be remitted even if levy is zero.

**Georgia Department of Revenue
Local Government Services Division
4125 Welcome All Road
Atlanta, Georgia 30349
Phone: (404) 724-7003**

CITY NAME City of Dawsonville		ADDRESS 415 Hwy 53E Ste 100		CITY, STATE, ZIP Dawsonville, GA 30534	
FEI # 58-1083885	CITY CLERK Beverly Banister	PHONE NO. 706-265-3256	FAX 706-265-4214	EMAIL beverly.banister@dawsonville-ga.gov	
OFFICE DAYS / HOURS Mon-Fri 8-4:30		ARE TAXES BILLED AND COLLECTED BY THE () CITY OR () COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO. N/A			
List below the amount & qualifications for each <u>LOCAL</u> homestead exemption granted by the City and Independent School System.					
CITY		INDEPENDENT SCHOOL			
Exemption Amount	Qualifications	Exemption Amount		Qualifications	
If City and School assessment is other than 40%, enter percentage millage is based on _____%. List below the millage rate in terms of mills. EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXING JURISDICTION EVEN IF THERE IS NO LEVY.					
CITY DISTRICTS	DISTRICT NO.	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
List Special Districts if different from City District below such as CID's, BID's, or DA's	List District Numbers	Gross Millage for Maintenance & Operations	**Less Rollback for Local Option Sales Tax	Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	Bond Millage (if Applicable)
City Millage Rate		7.603	7.603		0.000
Independent School System					
Special Districts					
**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.					

Name of County(s) in which your city is located:

Dawson

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2025

Date _____

Mayor or City Clerk

CONSOLIDATION AND EVALUATION OF DIGEST

County: (042) DAWSON COUNTY

DAWSONVILLE

Digest Type: REAL

Property Type: REAL & PERSONAL PROPERTY

District

002 DAWSONVILLE

Tax Year: 2025

AGRICULTURAL

Code	Count	Acres	40% Value
A1	115	0	5,431,501
A4	39	217	2,755,627
A5	11	901	1,843,160
A6	36	0	174,804
TOTAL:	201	1,117	10,205,092

COMMERCIAL

Code	Count	Acres	40% Value
C1	425	0	22,246,692
C3	67	68	5,530,220
C4	42	135	4,525,760
C5	3	499	1,222,760
CB	1	0	29,392
CF	234	0	4,681,061
CI	63	0	2,480,876
CP	1	0	136,550
CZ	2	0	3,040
TOTAL:	838	703	40,856,351

EXEMPT

Code	Count	Acres	40% Value
E1	110	794	33,135,367
E2	61	0	5,246,988
E3	14	0	497,028
E4	1	2	24,000
E5	1	0	69,652
E6	96	0	12,023,912
TOTAL:	283	796	50,996,947

CONSERVATION USE

Code	Count	Acres	40% Value
V4	23	375	3,139,360
V5	14	1,145	2,410,400
V6	10	0	24,240
TOTAL:	47	1,520	5,574,000

RESIDENTIAL

Code	Count	Acres	40% Value
R1	5,013	0	209,098,599
R3	1,617	170	30,450,455
R4	127	417	5,710,261
R5	3	105	284,200
R6	2	0	12,000
RB	15	0	170,001
TOTAL:	6,777	692	245,725,516

UTILITY

Code	Count	Acres	40% Value
U1	1	0	0
U2	11	0	3,506,434
TOTAL:	12	0	3,506,434

CONSOLIDATION AND EVALUATION OF DIGEST

County: (042) DAWSON COUNTY

DAWSONVILLE

Digest Type: REAL

Property Type: REAL & PERSONAL PROPERTY

Tax Year: 2025

SUMMARY

Group	Count	Acres	40% Value
AGRICULTURAL	201	1,117	10,205,092
COMMERCIAL	838	703	40,856,351
RESIDENTIAL	6,777	692	245,725,516
UTILITY	12	0	3,506,434
CONSERVATION USE	47	1,520	5,574,000
MOTOR VEHICLE	285	0	428,940
MOBILE HOME	0	0	0
TIMBER	0	0	0
HEAVY EQUIP	0	0	0
TOTAL:	8,160	4,032	306,296,333

Tax Year: 2025

HOMESTEAD AND PROPERTY EXEMPTIONS

Code	Count	State Exemption	County Exemption	County Bond	School Exemption	School Bond	Other
12AS	1	0	27,948	31,388	149,760	153,200	0
D65	14	0	0	0	2,069,340	2,101,060	0
D75	8	0	0	0	1,648,240	1,690,040	0
DC65	1	0	147,480	0	149,480	160,720	0
DS1C	1	0	175,504	0	0	0	0
FSW	804	73,772	4,124,320	0	4,124,320	0	0
L6S1	3	0	30,000	30,000	30,000	30,000	0
L6S3	3	0	30,000	30,000	30,000	30,000	0
L6S4	1	0	10,000	10,000	10,000	10,000	0
S1	532	1,064,000	1,064,000	0	1,036,000	0	0
S3	8	16,000	16,000	0	80,000	80,000	0
S4	200	31,009,039	768,000	308,000	1,360,000	1,360,000	0
S5	31	3,772,280	3,772,280	3,772,280	3,285,032	3,285,032	0
SC	134	23,644,203	268,000	56,000	84,000	0	0
SF	1	136,550	136,550	136,550	136,550	136,550	0
SN	39	2,451,886	0	0	0	0	0
SP	185	194,086	194,086	194,086	194,086	194,086	0
SS	1	121,812	121,812	121,812	121,812	121,812	0
SV	37	4,968,051	4,968,051	4,968,051	4,968,051	4,968,051	0
X10	26	0	4,655,625	4,828,969	4,655,625	4,828,969	0

CONSOLIDATION AND EVALUATION OF DIGEST

County: (042) DAWSON COUNTY

DAWSONVILLE

Digest Type: REAL

Property Type: REAL & PERSONAL PROPERTY

X11	115	0	17,813,663	18,751,657	17,135,663	17,640,665	0
X12	1	0	18,388	21,028	18,388	21,028	0
X12A	2	0	72,976	76,896	243,624	243,624	0
X14	16	0	969,884	986,564	969,884	986,564	0
X15A	1	0	65,000	65,000	120,000	120,000	0
X16	5	0	325,000	325,000	325,000	325,000	0
X18	21	0	925,844	990,044	925,844	990,044	0
X18A	1	0	32,268	41,588	121,812	121,812	0
X19	1	0	40,828	50,988	40,828	50,988	0
X21	2	0	263,440	275,560	251,440	263,560	0
X22	4	0	93,700	101,620	93,700	101,620	0
X24	49	0	0	0	5,735,568	5,741,208	0
X5	6	0	390,000	390,000	390,000	390,000	0
X5A	11	0	715,000	715,000	1,301,200	1,303,528	0
X5AS	4	0	260,000	260,000	705,912	718,404	0
X7	10	0	750,000	750,000	750,000	750,000	0
X7A	7	0	525,000	525,000	840,000	840,000	0
X7AS	6	0	450,000	450,000	974,160	995,000	0
X7S	5	0	375,000	375,000	700,944	721,984	0
X9	18	0	1,350,000	1,350,000	1,170,000	1,170,000	0
X9A	40	0	2,995,200	2,995,720	4,717,360	4,724,480	0
X9AC	2	0	258,296	0	219,656	220,772	0
X9AS	8	0	600,000	0	1,195,304	1,219,504	0
X9S	6	0	415,316	433,316	935,716	971,916	0
TOTAL:	2,371	67,451,679	50,214,459	44,417,117	64,014,299	59,781,221	0

CONSOLIDATION AND EVALUATION OF DIGEST

County: (042) DAWSON COUNTY

DAWSONVILLE

Digest Type: REAL

Property Type: REAL & PERSONAL PROPERTY

Tax Year: 2025

Parcel Count: 1,945

TAXES LEVIED

	State Exemption	County Exemption	County Bond	School Exemption	School Bond	Other
Gross Taxable:	306,296,333	306,296,333	306,296,333	306,296,333	306,296,333	0
Less Exemptions:	67,451,679	50,214,459	44,417,117	64,014,299	59,781,221	0
Net Taxable:	238,844,654	256,081,874	261,879,216	242,282,034	246,515,112	0
Millage Rate:	0.000	9.433	0.000	10.800	0.000	0.000
Real/PP Tax:	0	2,411,574	0	2,612,013	0	0

Total Gross Tax:	\$0.00	\$2,411,574.23	\$0.00	\$2,612,013.26	\$0.00	\$0.00
Credits:	0	-1,014,942	0	0	0	0
HTRG Credit:	0	0	0	0	0	0
Net Tax:	\$0.00	\$1,396,631.97	\$0.00	\$2,612,013.26	\$0.00	\$0.00

Tax Year: 2025

TAXES LEVIED

Nicole Stewart Brooksher

I, NICOLE STEWART BROOKSHER, receiver of tax returns in and for said county, do hereby certify that the above and foregoing is a true and correct consolidation of all tax returns received from the taxpayer (or assessed against defaulters) in said county of DAWSON COUNTY for the year 2025, and duplicate digests have been made and delivered to the county governing authority and tax collector of said county as required by law.

Witness my hand and official signature, this

21st day of August, 20 25 R.T.R.

2025 Millage Rate Calculations

2024 LOST Proceeds	divided by	Net Digest (Net Taxable/County)	times 1000	equals millage rate for Tax Year 2025	<u>City Mill Rate</u> Rollback
\$1,946,935.46	÷	256,081,874	x	7.602785	0

2024 L.O.S.T. Distribution	
Jan-24	136,874.84
Feb-24	146,542.73
Mar-24	156,796.13
Apr-24	156,037.90
May-24	168,207.39
Jun-24	152,360.24
Jul-24	190,120.64
Aug-24	149,621.43
Sep-24	151,930.08
Oct-24	160,655.19
Nov-24	174,469.33
Dec-24	203,319.56
	\$1,946,935.46

Roll Back Millage Rate –
No City Tax in FY 2025-26 Budget:

John Walden requested to roll back the
millage rate and not levy a tax in the City in
FY 2025-26.

<u>CURRENT 2025 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY</u>						
	2020	2021	2022	2023	2024	2025
Net M&O Digest	128,617,983	145,987,618	176,378,470	244,332,560	254,614,189	256,081,874
Gross Millage for M&O	8.511	8.021	8.304	6.103	7.061	7.603
Gross Tax Due	\$851.10	\$802.10	\$830.40	\$610.30	\$706.10	\$760.30
Less Rollback	8.511	8.021	8.304	6.103	7.061	7.603
Net Millage for M&O	0	0	0	0	0	0
Net Tax Due	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Impact on a \$250,000 home/Taxable Value (40%) = \$100,000						
<i>Note: The millage rate has been rolled back to 0.000 for each year presented</i>						



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: APPROVAL OF T-MOBILE HOMETOWN GRANT APPLICATION & CONCEPT

CITY COUNCIL MEETING DATE: 09/08/2025

BUDGET INFORMATION: GL ACCOUNT # N/A

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

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

PURPOSE FOR REQUEST:

SEEKING APPROVAL OF THE PROJECT CONCEPT AND INTENT TO WORK WITH GMRC TO APPLY FOR THE Q3 2025 T-MOBILE HOMETOWN GRANT.

HISTORY/ FACTS / ISSUES:

THIS GRANT CONCEPT IS FOR THE PURCHASE, INSTALLATION AND PROGRAMMING OF A DIGITAL KIOSK TO BE LOCATED ON THE WEST SIDE OF THE CITY HALL COMPLEX. THE KIOSK PURPOSE IS TO PROVIDE ADDITIONAL ACCESS TO COMMUNICATE WITH THE PUBLIC, PROMOTE EVENTS, TOURISM, LOCAL BUSINESS, LOCAL ARTS AND CULTURE. THE GRANT IS A PRIVATE, COMPETITIVE, NATION-WIDE GRANT UP TO \$50,000 AND REQUIRES NO MATCH.

OPTIONS:

ACKNOWLEDGE APPROVAL OR REQUEST FURTHER INFORMATION.

RECOMMENDED SAMPLE MOTION:

A MOTION TO APPROVE THE PROJECT CONCEPT AND INITIATE GRANT APPLICATION.

REQUESTED BY: Amanda Edmondson, Director of Downtown Development

COMMUNITY INFORMATION KIOSK CONCEPT



Key Project Goals

- ENHANCE COMMUNITY ACCESS TO INFORMATION THROUGH TECHNOLOGY
- PROMOTE COMMUNITY CONNECTIVITY THROUGH EVENT PROMOTION
- PROMOTE AND SUPPORT OUR LOCAL TOURISM FOOTPRINT
- PROMOTE AND SUPPORT LOCAL BUSINESSES, NON-PROFITS AND CIVIC ORGANIZATIONS
- PROMOTE AND SUPPORT LOCAL ARTS, HISTORY AND CULTURE
- INNOVATE TO MAKE INFORMATION INTERACTIVE AND WELL-ORGANIZED

COMMUNITY INFORMATION KIOSK CONCEPT





**KEY LOCATION
TO SERVE THE
COMMUNITY**

PROMOTE EVENTS



PROMOTE TOURISM

KIOSK

The Georgia Racing Hall of Fame / Dawsonville History Museum / City Hall Complex

NEWLY RELEASED EXHIBITS & SIMULATORS: Dawsonville is the birthplace of stock car racing and home to the Georgia Racing Hall of Fame. This location also houses the Dawsonville City Hall, at 415 Hwy 53 E, Suite 100 Dawsonville, GA 30534. Check out our website to learn about car shows and special events.

[LEARN MORE](#)

Annual Christmas Tree Lighting

Join us each November for kicking off the holiday season with a grand celebration, including a parade, music, food trucks, pictures with Santa, the Dawson County Chamber of Commerce Jingle Market and more!

[LEARN MORE](#)

Mountain Moonshine Festival

This annual festival is a fundraiser hosted by KARE for Kids, raising money to help countless children in need and assembling a diverse array of attractions and vendors.

[LEARN MORE](#)

EASY ACCESS TO INTERACTIVE TOURISM MAP

PROMOTE BUSINESS

KIOSK





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: **REQUEST FOR APPROVAL OF CPL ZONING ORDINANCE REVISION SERVICES**

CITY COUNCIL MEETING DATE: 09/08/2025

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER APPROVAL FOR ZONING ORDINANCE REVISION SERVICES

HISTORY/ FACTS / ISSUES:

- **CPL will perform the scope of work identified by the following tasks:**
 - 1) Project kick off and coordination
 - 2) Data collection and assessment
- **Expected timeline is 4-6 months. However, CPL is confident to finish by mid-January.**

Option 1 – \$33,000. Includes review of Zoning Ordinances (Subpart B)

Option 2 - \$42,000. Includes review of Zoning Ordinances (Subpart B and Appendix A) and the existing Land Development Regulations (Subpart B)

OPTIONS/RECOMMENDATION:

STAFF RECOMMENDS OPTION #2

REQUESTED BY: Jacob Evans, City Manager



Revised July 3, 2025

Jacob Evans, Assistant County Manager
City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534

VIA EMAIL

RE: City of Dawsonville Zoning Ordinance Revision Services Proposal

Dear Mr. Evans,

CPL Architecture, Engineering, and Planning is pleased to offer this proposal for a comprehensive rewrite of the City of Dawsonville's Zoning Ordinance.

Scope of Work

CPL will perform the scope of work identified by the following Tasks:

1. Project Kick Off and Coordination:
 - Kick Off Meeting with City Staff (in person, 3 hour workshop to discuss staff identified revisions and concerns with the existing ordinance).
 - Meeting to present recommendations from Task 2 and confirm proposed changes with city staff. Limited review of draft developed by City Attorney.
2. Data Collection and Assessment:
 - Policy Document Review (review of existing policy documents including 2023 Comprehensive Plan update, Dawson County Comprehensive Plan, and other policy documents as identified by City).
 - Conduct a comprehensive review of the existing ordinances, identifying strengths, weaknesses, and areas for improvement.
 - Development of a "Fix-It" list proposed revisions combining deficiencies identified by City Staff and CPL recommendations.

Timeline:

The proposed timeline for completion of this scope of work is 4-6 months for Tasks 1 and 2.

Fee Proposal

CPL will perform the above referenced scope of work as indicated in the hourly rates table listed in Appendix 'B' attached to this proposal.

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.



The estimated cost of the project by task is as follows:

Task 1 – Project Kick Off and Coordination	\$13,000
Task 2 – Data Collection and Assessment	\$20,000
<hr/>	
Total	\$33,000

Terms and Conditions

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A."

This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between the City of Dawsonville and CPL with respect to the work to be performed by CPL for the benefit of the City of Dawsonville and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Dawsonville and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

Sarah McQuade, AICP
Principal

cc: file



Approved By: _____
Print Name

Signature: _____ Date: _____

Invoice Instructions:

Add the following project identifier or Purchase Order No. _____

Send our Invoice to the following email address: _____

Reference the following physical address: _____



APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. The lump sum prices and hourly rates outlined in this contract are subject to an automatic annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.
5. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
6. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
7. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
8. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
9. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
10. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
11. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to



pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

12. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

13. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

14. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



Revised September 3, 2025

Jacob Evans, Assistant County Manager
City of Dawsonville
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534

VIA EMAIL

RE: City of Dawsonville Zoning Ordinance Revision Services Proposal

Dear Mr. Evans,

CPL Architecture, Engineering, and Planning is pleased to offer this proposal for a comprehensive rewrite of the City of Dawsonville's Zoning Ordinance and Land Development Regulations.

Scope of Work

CPL will perform the scope of work identified by the following Tasks:

1. Project Coordination:
 - Kickoff Off meeting with City Staff (in person or virtual, 3 hour workshop to discuss staff identified revisions and concerns with existing ordinance)
 - Provide weekly email progress reports to the City.
 - At a maximum, five virtual meetings with the City for progress reports and milestone check-ins (i.e. halfway through the project)
 - Meeting to present recommendations from Task 2 and confirm proposed changes with city staff. Limited review of draft developed by City Attorney.
2. Data Collection and Assessment:
 - Policy Document Review (review of existing policy documents including 2023 Comprehensive Plan update, Dawson County Comprehensive Plan, and other policy documents as identified by City).
 - Conduct a comprehensive review of the existing Zoning Ordinance (Subpart B, Appendix A) and the existing Land Development Regulations (Subpart B), identifying strengths, weaknesses, and areas for improvement.
 - Review General Ordinances (Subpart A) to cross-reference for clarity and to identify discrepancies.
 - Development of a "Fix-It" list proposed revisions combining deficiencies identified by City Staff and CPL recommendations.

Timeline:

The proposed timeline for completion of this scope of work is 4-6 months for Tasks 1 and 2.



Fee Proposal

CPL will perform the above referenced scope of work as indicated in the hourly rates table listed in Appendix 'B' attached to this proposal.

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

The estimated cost of the project by task is as follows:

Task 1 – Project Coordination	\$13,000
Task 2 – Data Collection and Assessment	\$29,000
Total	\$42,000

Terms and Conditions

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A."

This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between the City of Dawsonville and CPL with respect to the work to be performed by CPL for the benefit of the City of Dawsonville and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Dawsonville and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

CPL ARCHITECTURE ENGINEERING & PLANNING

Sarah McQuade, AICP
Principal

cc: file



Approved By: _____
Print Name

Signature: _____ Date: _____

Invoice Instructions:

Add the following project identifier or Purchase Order No. _____

Send our Invoice to the following email address: _____

Reference the following physical address: _____



APPENDIX "A"

TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.
2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.
3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
4. The lump sum prices and hourly rates outlined in this contract are subject to an automatic annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.
5. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.
6. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
7. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.
8. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
9. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
10. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
11. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to



pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

12. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

13. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

14. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.