

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, November 1, 2021**  
**5:00 P.M.**

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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 October 18, 2021
    - Executive Session held October 18, 2021
  - b. Approve Resolution in Support of Amicalola Falls Scenic Byway

**BUSINESS**

8. Naming Public Road in City Hall Complex
9. Maple Hill Drive Detention Pond
10. Budget Amendment – Preparation of Application for American Rescue Plan Grant Funding
11. 2022 Lease Recommendations
12. An Ordinance Of The City Of Dawsonville, Georgia, To Provide For Application Of Rates To Customer Accounts; To Provide For Discounts In Specifically Approved Circumstances; To Provide For Methodology For Determining Approval Of Discount; To Provide For Severability; To Provide For An Effective Date; And For Other Purposes. (First Reading: November 1, 2021; Second Reading and Consideration to Adopt: November 15, 2021)
13. An Ordinance To Regulate Post Development Stormwater Management, To Provide For Responsibility For Maintenance Of Facilities, To Provide For Penalties, To Provide For An Effective Date, And For Other Purposes. (First Reading: November 1, 2021; Second Reading and Consideration to Adopt: November 15, 2021)

**EXECUTIVE SESSION, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, November 15, 2021***

*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

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 11/01/2021

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting and Work Session held October 18, 2021**
    - **Executive Session held October 18, 2021**
  - b. **Approve Resolution in Support of Amicalola Falls Scenic Byway**
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DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 11/01/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING AND WORK SESSION HELD OCTOBER 18, 2021**
  - **EXECUTIVE SESSION HELD OCTOBER 18, 2021**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING AND WORK SESSION**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, October 18, 2021**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operation Manager Jacob Barr, Planning Director David Picklesimer and Finance Administrator Robin Gazaway.  
  
Councilmember Phillips was not present.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** The Mayor announced advanced voting is underway for the Municipal Election for Councilmember Post #2 and Post #4; election day is November 2, 2021. He reminded the citizens that City Hall will be closed on Friday, October 22, 2021 to accommodate the 54<sup>th</sup> Annual Mountain Moonshine Festival.
5. **APPROVAL OF THE AGENDA:** Motion to add item #18 Executive Session to the agenda made by M. French; second by W. Illg. Vote carried unanimously in favor. (3-0)  
  
Motion to remove item #13 from the agenda and table it until the December 6, 2021 City Council meeting made by J. Walden; second by M. French. Vote carried unanimously in favor. (3-0)  
  
Motion to approve the agenda as amended made by M. French; second by J. Walden. Vote carried unanimously in favor. (3-0)
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a, b, and c) made by J. Walden; second by M. French. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held October 4, 2021
    - Executive Session held October 4, 2021
  - b. Approve Organization Chart (Exhibit "A")
  - c. Approve Update to 2022 Meeting Calendar (Exhibit "B")
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Kyle Richardson for one year of service, Clay Moss and Jon Davis for three years of service and Donna Blanton for four years of service. Robin Gazaway was presented with the September 2021 Employee of the Month Award and the Employee of the Third Quarter Award.
9. **FARMERS MARKET REPORT – LOUISE MCPHERSON:** Louise McPherson reported on the events and success of the Farmers Market this season and how much she appreciates the City for building the facility with SPLOST funding and stressed how appreciative herself and all the vendors are who have been able to sell their wares at the market.  
  
The City Council read and presented a proclamation for Volunteer Appreciation Honoring Louise McPherson for her hard work and dedication and contribution to the success of the Farmers Market season. (Exhibit "C")  
  
The Dawson County Chamber of Commerce also presented Louise McPherson with the Small Town Superstar Award. She was nominated for her kindness, amplified individuality, and for her sacrifice and hard work.
10. **DAWSON COUNTY CHAMBER OF COMMERCE PRESENTATION – MANDY POWER:** Mandy Power, President and CEO of the Dawson County Chamber of Commerce presented an overview of how the Chamber utilizes the funding provided from the City to promote tourism and support the businesses and citizens of the City.
11. **GEORGIA SCENIC BYWAY DESIGNATION – PRESENTATION BY MANDY POWER:** Mandy Power, President and CEO of the Dawson County Chamber of Commerce presented information on the development of a Georgia Scenic Byway Designation which will start at the City of Dawsonville

**MINUTES**  
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and go through downtown and up to Amicalola Falls. The Chamber is seeking the support of the City for the scenic byway.

Motion to develop a resolution in support of the Georgia Scenic Byway Designation made by M. French; second by J. Walden. Vote carried unanimously in favor. (3-0)

#### **PUBLIC HEARING**

- 12.** An Ordinance To Amend The City Of Dawsonville Code Of Ordinances Regarding Animals; Streets And Standards; Grading And Drainage; Zoning; Lot And Block Standards; Occupation Taxes And Miscellaneous Business Regulations; Buildings And Building Regulations; Stormwater Management; Fire Prevention And Protection; To Provide For An Effective Date; And For Other Purposes. (First Reading: October 4, 2021; Public Hearing, Second Reading and Consideration to Adopt: October 18, 2021)

Planning Director Picklesimer read the ordinance amendment.

Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. (3-0). Mayor Eason conducted the public hearing. No one spoke in favor or opposition to the ordinance amendment. Motion to close the public hearing made by W. Illg; second by J. Walden. Vote carried unanimously in favor. (3-0)

Motion to approve the ordinance amendment as presented made by W. Illg; second by M. French. Vote carried unanimously in favor. (3-0) (Exhibit "D")

#### **BUSINESS**

- 13. ANX C2100043 AND ZA C2100043:** Item was removed from the agenda and tabled to the December 6, 2021 City Council during the approval of the agenda.

- 14. AGREEMENT TO PARTICIPATE IN THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM:** City Clerk Banister provided an overview of the federally funded program to assist low-income households pay their water and sewer bills.

Motion to approve the agreement to participate in the Low-Income Household Water Assistance Program (LIHWAP) made by M. French; second by W. Illg. Vote carried unanimously in favor. (3-0)

#### **WORK SESSION**

- 15. WATER AND SEWER SENIOR DISCOUNT REVIEW:** City Manager Bolz provided a brief review of the ordinance which provides for a 15% discount on water and sewer to senior citizens and recommended amending Sec. 14-22 (e)(2) of the ordinance to remove the requirement of providing a social security statement or a tax return demonstrating the annual income of the applicant and replace it to require an income tax return representing the annual income requirement to be equal to or less than \$25,000.00. If their income is below \$12,400 and the resident is not required to file an income tax return, a social security statement representing their income will be used for verification of their income.

Motion to approve the recommended change and to have the ordinance amendment developed made by W. Illg; second by M. French. Vote carried unanimously in favor. (3-0)

#### **STAFF REPORTS**

- 16. BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and reported the leak adjustment this month was \$639.13; no questions from Council

- 17. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity through September 30, 2021 were provided in the agenda packet. No questions from Council.

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**18. EXECUTIVE SESSION:**

At 5:49 p.m. a motion to close regular session and go into executive session for potential litigation was made by J. Walden; second by M. French. Mayor Eason stated he does not anticipate a vote after the executive session. Vote carried unanimously in favor. (3-0)

At 6:12 p.m. a motion to close executive session was made by M. French; second by J. Walden. Vote carried unanimously in favor. (3-0)

Motion to resume regular session was made by W. Illg; second by J. Walden. Vote carried unanimously in favor. (3-0)

**ADJOURNMENT:**

At 6:14 p.m. a motion to adjourn the meeting was made by J. Walden; second by W. Illg. Vote carried unanimously in favor. (3-0)

***Approved this 1<sup>st</sup> day of November 2021.***

By: CITY OF DAWSONVILLE

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

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

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

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

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

Attested: \_\_\_\_\_  
Beverly A. Banister, City Clerk

STATE OF GEORGIA  
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, ~~Councilmember Caleb Phillips~~, Councilmember William Illg, 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 October 18, 2021.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5<sup>49</sup> 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 18<sup>th</sup> day of October 2021; By the City of Dawsonville, Mayor and Council:

  
Mike Eason, Mayor

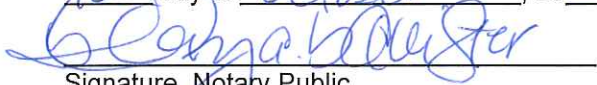
absent  
Caleb Phillips, Councilmember Post #1

  
William Illg, Councilmember Post #2

  
John Walden, Councilmember Post #3

  
Mark French, Councilmember Post #4

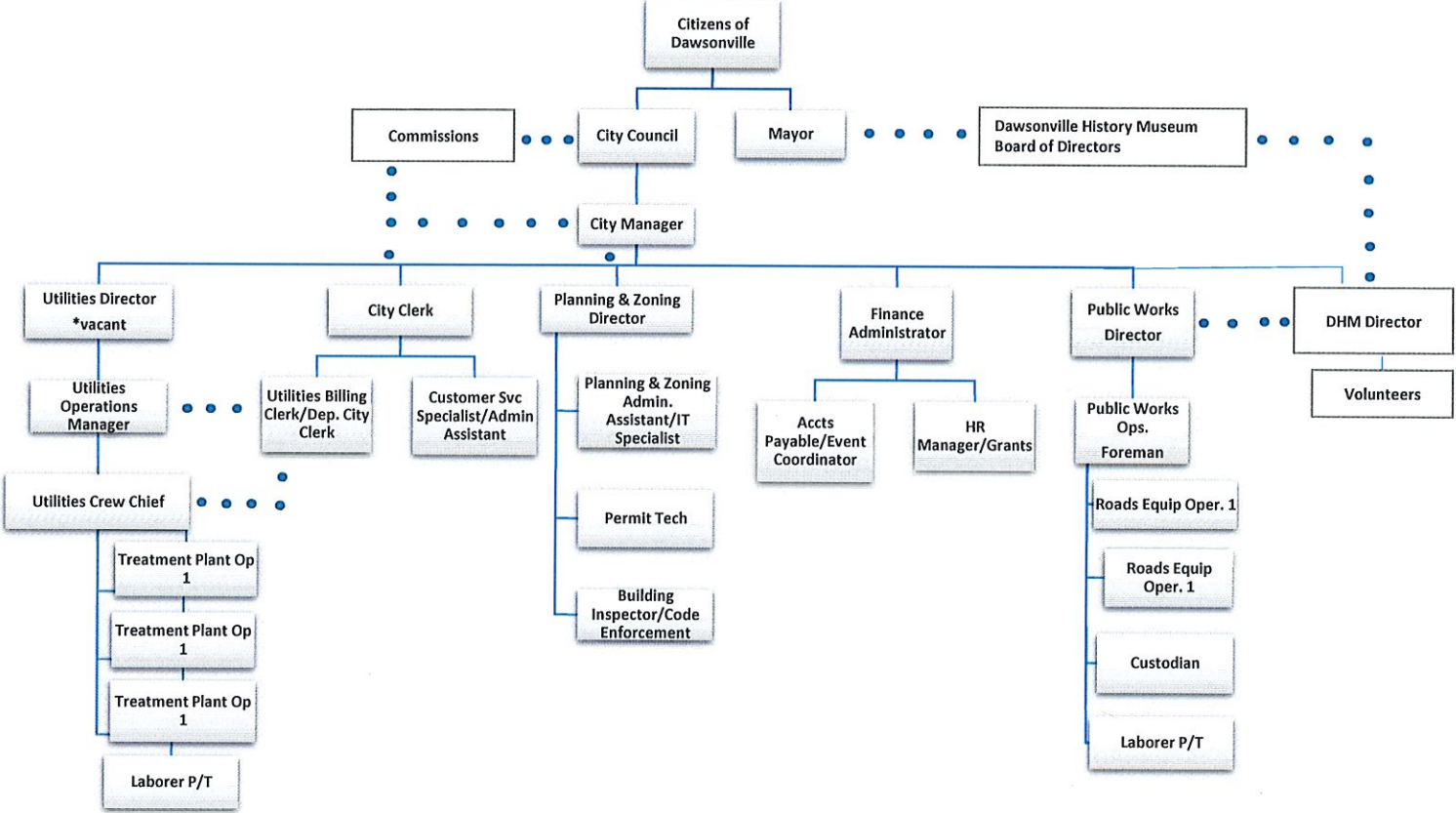
Sworn to and subscribed before me this 18 day of October, 2021.

  
Signature, Notary Public

My Commission expires: Feb 18, 2024



CITY OF DAWSONVILLE, GEORGIA  
 ORGANIZATION CHART 10-18-2021



Voted on and approved by Council - 10-18-2021



## **PUBLIC NOTICE**

### **2022 Meetings of the City of Dawsonville**

The City of Dawsonville City Council, DDA, Planning Commission and HPC shall conduct regular meetings on the dates and time below:

#### **2022 City Council Regular Meetings at 5:00 pm**

JAN 6   FEB 7   MAR 7   MAY 2   JUN 6  
AUG 1   OCT 3   NOV 7   DEC 5

#### **2022 City Council Regular Meetings and Work Sessions at 5:00 pm**

JAN 20   FEB 21   MAR 21   APR 18   MAY 16   JUN 20  
JUL 18   AUG 15   SEP 19   OCT 17   NOV 21   DEC 19

#### **2022 Planning Commission Meetings at 5:30 pm**

JAN 10   FEB 14   MAR 14   APR 11   MAY 9   JUN 13  
JUL 11   AUG 8   SEP 12   OCT 10   NOV 14   DEC 12

#### **2022 Historic Preservation Commission Meetings at 5:30 pm**

FEB 28   APR 25   JUN 27   AUG 22   OCT 24   DEC 13

#### **2022 Downtown Development Authority Meetings at 5:30 pm**

JAN 24   MAR 28   MAY 23   JUL 25   SEP 26   NOV 28

All meetings according to the dates set forth above will be upstairs in the G.L. "Pete" Gilleland Council Chambers at City Hall located at 415 HWY 53 E, Dawsonville, GA. The public is invited to attend all of these meetings.



# Proclamation

## Volunteer Appreciation

### Honoring Louise McPherson

### October 18, 2021



**WHEREAS**, the City of Dawsonville is committed to encouraging volunteerism among its employees, citizens, partners, businesses and organizations; and

**WHEREAS**, the City of Dawsonville believes that government alone cannot meet all of our City's needs, so we partner with businesses, non-profit organizations, foundations and individuals who serve in city government and in our community to make a difference; and

**WHEREAS**, the City has completed the construction of a Farmer's Market pavilion for the benefit of its citizens and agricultural producers; and

**WHEREAS**, farmers markets are important outlets for agricultural producers to meet consumer demand for a variety of fresh, affordable, convenient, and healthful products sold directly from the farm; and

**WHEREAS**, Louise McPherson has played an important role in developing and maintaining the operation of the Amicalola Regional Farmers Market who connects vendors to sell their wares at the City of Dawsonville's Farmers Market; and

**WHEREAS**, the City of Dawsonville recognizes the hard work, dedication and passion of Louise McPherson for all of her involvement with the success of the City's Farmers Market together with the Amicalola Regional Farmers Market.

**NOW, THEREFORE**, I Mike Eason, Mayor of the City of Dawsonville, do hereby proclaim Volunteer Appreciation Honoring Louise McPherson on October 18, 2021 as an individual who selflessly invests in the lives of others through volunteering her time, talents and resources hereby improving the quality of life for all citizens in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed this 18<sup>th</sup> day of October 2021.

Mike Eason, Mayor

Attest:

Beverly A. Banister, City Clerk



Subject Matter: Zoning Ordinance Amendment  
Date of First Reading: October 4, 2021  
Date of Second Reading and Public Hearing: October 18, 2021  
Date of Adoption: *October 18 2021*

**AN ORDINANCE TO AMEND THE CITY OF DAWSONVILLE CODE OF ORDINANCES REGARDING ANIMALS; STREETS AND STANDARDS; GRADING AND DRAINAGE; ZONING; LOT AND BLOCK STANDARDS; OCCUPATION TAXES AND MISCELLANEOUS BUSINESS REGULATIONS; BUILDINGS AND BUILDING REGULATIONS; STORMWATER MANAGEMENT; FIRE PREVENTION AND PROTECTION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**ORDINANCE NUMBER 03-2021**

**WHEREAS**, it is within the powers granted to the City of Dawsonville to regulate matters affecting the health, safety, and welfare of the citizens of the City, and

**WHEREAS**, regulating rabid animals with the City affects the health, safety, and welfare of the citizens of the City; and

**WHEREAS**, the City find that the adoption of standardized land development regulations to govern the construction and development of streets, water and sewer systems, grading and drainage, lot and block standards and plat specifications is proper and appropriate as these activities may affect the health, safety, welfare, peace, rest and repose, and tranquility of the citizens of the City; and

**WHEREAS**, the Mayor and Council of the City find that the adoption of standard specifications for water distribution systems, sanitary sewerage systems and roadway and drainage systems is proper and appropriate as these activities may affect the health, safety, welfare, peace, rest and repose, and tranquility of the citizens of the City; and

**WHEREAS**, the Constitution of the State of Georgia provides in Article IX, Section II, Paragraph IV thereof, that the governing body may adopt plans and exercise the power of zoning; and

**WHEREAS**, the Georgia General Assembly has enacted the Georgia Planning Act of 1989, (Georgia Laws, 1989 pp. 1317-1391, Act 634) which among other things provides for local governments to adopt plans and regulations to implement plans for the protection and preservation of natural resources, the environment, vital areas, and land use; and

**WHEREAS**, The City finds that the zoning regulations contained in this Ordinance are necessary for the purposes of implementing its comprehensive plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Ordinance has been prepared and considered in accordance with the Zoning Procedures Act, O.C.G.A. § 36-66-1 et. seq., and

**WHEREAS**, this Ordinance is necessary for the purposes of promoting the health, safety, morals, convenience, order, prosperity and the general welfare of the City of Dawsonville; and

**WHEREAS**, Article IX, Section IV, Paragraph I of the Georgia Constitution authorizes municipal governments to levy and collect taxes and fees within their municipal limits; and

**WHEREAS**, the Council of the City of Dawsonville is empowered pursuant to Section 1.12 of its Charter to regulate the erection and construction of buildings and all other structures, and to adopt codes for that purpose; and

**WHEREAS**, the General Assembly of Georgia authorized local governments to impose business and occupation taxes and regulatory fees in O.C.G.A. § 48-13-5, et seq; and

**WHEREAS**, the City has determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to control and minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff; and

**WHEREAS**, the Dawsonville City Council now finds that it is in the public interest to update and amend the existing Code of Ordinances in order to clarify certain provisions, correct typographical errors, and to revise certain provisions.

**NOW, THEREFORE, The Council of the City of Dawsonville** hereby ordains as follows:

**1. Ordinance Amendments**

The City of Dawsonville Code of Ordinances is hereby modified as provided in Exhibit A, attached hereto and by this reference incorporated herein.

**2. Severability**

It is the express intent of the Dawsonville City Council that this Ordinance be consistent with both Federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**3. Effective Date**

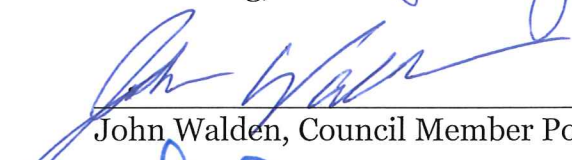
This Ordinance shall become effective immediately upon passage.

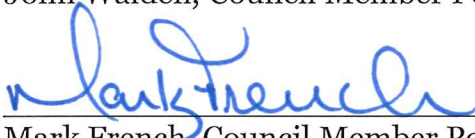
SO ORDAINED this 18 day of October 2021.

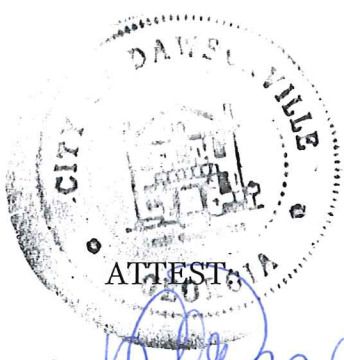
By:   
Mike Eason, Mayor

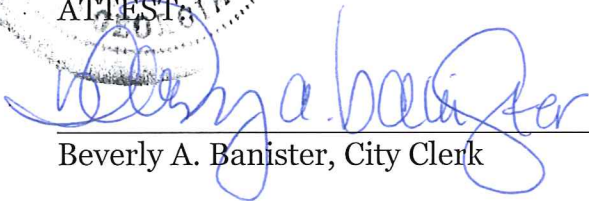
absent  
Caleb Phillips, Council Member Post 1

  
William Illg, Council Member Post 2

  
John Walden, Council Member Post 3

  
Mark French, Council Member Post 4



  
Beverly A. Banister, City Clerk

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#### Sec. 4-95. Confinement of dogs or other animals.

- (a) The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs or other animals.
- (b) The owner of any dog or other animal as defined in this article shall confine or cause to be confined such dog or animal as herein prescribed:
  - (1) A dog or other animal, whether vaccinated or not, which has bitten a person or other animal shall be confined for a period of ten days following the date of the bite.
  - (2) A dog or other animal, whether vaccinated or not, having signs suggestive of rabies shall be confined in isolation until its death or until its freedom from suspicion of having rabies is established and its release is authorized by the rabies control officer.
  - (3) A dog or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed, or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved kennel for six months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
  - (4) Any dog or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination and which is bitten by a known or suspected rabid animal may be revaccinated, confined in an approved manner for 60 45 days, and then released if no signs of rabies are evident.
  - (5) Every dog, whether vaccinated or not, shall be kept in a quarantined area confined at the owner's or custodian's premises during the entire quarantine period, unless other provisions suitable to the city council are made.
  - (6) Any dog less than three months old may be confined to the owner's premises or kept on a leash, provided such permission is granted by the rabies control office.
  - (7) Any dog brought into the city for a permanent stay from outside the county shall be confined or on leash until vaccinated as provided for by this chapter, when the owner of such dog produces evidence satisfactory to the rabies control officer that such dog has been vaccination and a vaccination tag may be issued for the current vaccination year.
  - (8) Any dog brought into the city on temporary stay not exceeding 14 days shall be confined or on a leash at all times, unless the owner or custodian of such dog submits evidence to the rabies control officer that such dog has been vaccinated in a manner and by procedures comparable to the requirements of this article.

(Ord. of 12-7-2015, art. V)

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## Sec. 6.5-50. State promulgated rules and regulations.

The following rules and regulations of the Georgia DHR, including all subsequent amendments, revisions or modifications thereto, and which are expressly incorporated herein, are hereby adopted and approved for enforcement as set forth therein:

- (1) Control of Rabies, Comp. R. & Regs. § 290-5-2.
- (2) Food Service, Comp. R. & Regs. § ~~290-5-14~~, ~~511-6-1~~
- (3) Tourist Accommodations, Comp. R. & Regs. § 290-5-18.
- (4) Land Disposal of Domestic Septage, Comp. R. & Regs. § 290-5-25.
- (5) On-Site Sewage Management Systems, Comp. R. & Regs. § 290-5-26.
- (6) Drinking Water Supply, Comp. R. & Regs. § 290-5-55.
- (7) Solid Waste, Comp. R. & Regs. § 290-5-56.
- (8) Special On-Site Sewage Management Systems, Comp. R. & Regs. § 290-5-59.
- (9) The Georgia Smokefree Air Act of 2005, Comp. R. & Regs. § 290-5-61.

Copies of those DHR rules and regulations are available at the DHR website:

[http://rules.sos.state.ga.us/pages/DEPARTMENT\\_OF\\_HUMAN\\_RESOURCES/PUBLIC\\_HEALTH/index.html](http://rules.sos.state.ga.us/pages/DEPARTMENT_OF_HUMAN_RESOURCES/PUBLIC_HEALTH/index.html)

(Ord. of 7-6-09)

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**Sec. 8-22. Construction of terms; definitions.**

- (a) Wherever the term "City of Dawsonville" is used herein, such term shall be construed to mean "Dawsonville, Georgia"; wherever the term "city" is used herein, it shall be construed to mean "Dawsonville, Georgia."
- (b) As used in this article, the term:

*Administrative fee* means a component of an occupation tax, which approximates the reasonable cost of processing and handling the occupation tax and associated documents.

*Business* means any person, corporation, partnership, or other legal entity which exerts substantial efforts within the city, engages in, causes to be engaged in, and/or represents or holds out to the public to be engaged in any occupation or activity with the object of gain or benefit, either directly or indirectly.

*Business location or office* shall include any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project, or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. A temporary work site which serves multiple customers is included in this definition. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of the real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or the lessor unless, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

*Dominant line* means the type of business within a multiple-line business that the greatest amount of income is derived from.

*Employee.*

- (1) Except as otherwise provided in subsection (2) of this definition, "employee" means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, Federal Income Tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form I.R.S. W-2 but not a form I.R.S. 1099.
- (2) An individual who performs work under the direction and supervision of one business or practitioner in the terms of a contract or agreement with another business which recruits such individual is an employee or practitioner which issues to such individual for purposes of documenting compensation a form I.R.S. W-2.

*Engaged in business* means doing or performing of any act of selling any goods or services, or soliciting business, or offering any goods or services for sale primarily in an attempt to make a profit, including selling or performing services of the character of a wholesaler or retailer, or being involved in any of the functions performed as a manufacturer, or renting real or personal property; all of the foregoing performed either as an owner, operator or agent of any business, trade, profession, or occupation within the city.

*Manufacturing* means a person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or commercial use any articles, substances or commodities, including, but not limited to, the following: materials upon which commercial activities have been applied, by hand or machinery, so that as a result thereof a new substance of trade or commerce is produced; the production or fabrication of special or custom-made articles; the making, fabrication, processing, refining, mixing, slaughtering, packing, aging, curing, preserving, canning, preparing and freezing of fresh foods, fruits, vegetables and meats.



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*Nonprofit organization* means an organization which complies with U.S. Internal Revenue Code 501-a.

*Occupation tax* means a tax levied for revenue raising purposes on persons, partnerships, corporations or other entities for engaging in an occupation, profession or business, if the business pays an occupation tax.

*Person* wherever used in this article shall be held to include sole proprietors, corporations, partnerships or any other form of business organization.

*Practitioner of profession or occupation* is one who by state law requires state licensure regulating such profession or occupation. "Practitioners of professions and occupations" shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.

~~*Regulatory fees* means payments, whether designated as license fees, permit fees, or by another name, which are required by a local government as an exercise of its police power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of the regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee may not include an administrative fee or registration fee. The city is not authorized to require any administrative fee, registration fee, or fee by any other name in connection with a regulatory fee, except an occupation tax, as defined in the code section. Regulatory fees do not include development impact fees and defined by O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.~~

*Retailer* means a person who sells to consumers or any other person for any purpose, other than for resale, any tangible personal property.

*Services* means the accommodating or performing a duty or work by a person utilizing time or talents for direct or indirect remuneration.

*Wholesaler* means a person who sells to jobbers or to persons, other than consumers, any tangible personal property.

(Ord. of 12-3-2018, § 1)

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**Sec. 8-23. Regulatory fee structure.**

A regulatory fee, if any, will only be imposed as provided under state law on those applicable businesses. A regulatory fee may not include an administrative fee.

(Ord. of 12-3-2018, § 1)

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**Sec. 8-31. When registration and tax due and payable.**

- (a) The registration and occupation tax shall be due and payable to the city at the business license office of the city one calendar year from the date of original registration and shall be delinquent if not paid within 90 days of the due date. For any new profession, trade or calling begun in the city, the registration and tax shall be due and payable within 30 days of the commencement of the business.
- ~~(b) Regulatory fees authorized by this article shall be paid before commencing business as a condition precedent for transacting business.~~
- ~~(c) Regulatory fees may be paid after commencing business when:~~
- ~~(1) The work done, or services provided are necessary for the health and safety of one or more individuals; and~~
  - ~~(2) The work done, or services provided have no adverse effect on any other person; and~~
  - ~~(3) Regulatory fees are tendered to the local government within two business days after commencing business.~~
- (d) The tax certificate herein provided for shall be issued by the planning director or chief financial officer.
- (e) Payment of an occupation tax shall not be required prior to the commencement of business. Payment of an occupation tax shall not be required as a precondition for the practice of professions and occupations as set out in O.C.G.A. § 48-13-9(c).

(Ord. of 12-3-2018, § 1)

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**Sec. 8-35. Evidence of qualification required if applicable.**

- (a) Any business required to obtain health permits, bonds, certificate of qualification, certificates of competency or any other **regulatory** matter shall first, before the issuance of a city business registration, show evidence of such qualification.
- (b) Any business required to submit an annual application for continuance of that business shall do so before the registration is issued.

(Ord. of 12-3-2018, § 1)

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**Sec. 8-49. Applications of provisions to prior ordinance.**

This article does not repeal or affect the force of any part of any ordinance heretofore passed where taxes levied under such prior ordinance have not been paid in full. So much and such parts of ordinances heretofore and hereinafter passed as provided for the issuing and enforcing of execution for any tax or assessment required by such ordinances, or that imposed fines or penalties for the nonpayment of such tax, or for failure to pay **regulatory** fees provided for in said ordinance or ordinances, or failure to comply with any other provisions hereof, shall continue and remain in force until such tax, **regulatory fee** or assessment shall be fully paid.

(Ord. of 12-3-2018, § 1)

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**Sec. 8-55. Occupation tax certificate not transferable.**

An occupation tax certificate ~~and/or regulatory fee certificate~~ shall not be transferable, and a transfer of ownership shall be considered in the same light as the termination of such business and the establishment of a new business. Therefore, a new certificate shall be required for each new owner of the business.

(Ord. of 12-3-2018, § 1)

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**Sec. 102-19. Adoption by reference.**

(a) The following codes and their Georgia Amendments as the same are adopted and amended from time to time by the Department of Community Affairs, comprising the Georgia Minimum Standards and Requirements for Construction, Alteration, Etc., of Buildings and Other Structures, shall be enforced within the City of Dawsonville:

- (1) International Building Code;
- (2) International Fuel Gas Code;
- (3) International Mechanical Code;
- (4) International Plumbing Code;
- (5) International Electrical Code;
- (6) International Fire Code;
- (7) International Energy ~~Conservation~~Conservation Code; and
- (8) International Residential Code.

(b) *Local amendments.*

(1) The International Building Code shall be amended as follows:

- a) Section 704.5 of this Code, or such future sections as shall concern the same as the current § 704.5 of this Code is amended to provide that:
  - i) Exterior walls shall be fire-resistance rated in accordance with Tables 601 and 602. The fire resistance rating of exterior walls with a fire separation distance of greater than 50 feet (15,240 mm) shall be rated for exposure to fire from the inside. The fire resistance rating of exterior walls with a fire separation distance of 50 feet (15,240 mm) or less shall be rated for exposure to fire from both sides.
  - ii) Any structures involved are to be constructed in a manner and with materials which will ensure that the structures will be in compliance with the fire rating standards for proposed spacing. Said structures shall be so constructed in accordance with the plans and conditions approved by the Building Official and the Fire Marshall's Office.
- b) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.

(2) The International Fire Code shall be amended as follows:

- a) Section 903 of this Code which concerns Automatic Sprinkler Systems is amended to provide that:
  - i) Sprinkler Standards.
    - (1) All buildings 10,000 square feet or more under a common roof, any building over one story in height, or any building with an occupant load of 100 or more persons shall be sprinkled with an approved N.F.P.A. 13 system with the exception of the following:
      - (i) Multi-family dwellings up to and including three stories in height shall be sprinkled with an approved sprinkler system modified to include full sprinkler coverage in all attics and breezeways.

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- (ii) Single family dwellings.
- (2) All buildings 6,000 square feet or more in an area under a common roof where vehicles are pulled inside for the purpose of maintenance, repair, storage, or installation of all accessories shall be fully sprinkled with an approved sprinkler system except where vehicle bay areas in a building are less than or equal to 600 square feet, it shall be permissible to place up to six sprinkler heads off of the domestic water supply in lieu of sprinkling the entire building. In so doing, calculations must be performed by an approved sprinkler contractor certified by the State of Georgia and such calculations must be shown on the plans submitted for approval by the Fire Marshall's Office.
- ii) All day care and preschool occupancies must install a sprinkler system in accordance with N.F.P.A. 13-~~R~~.
  - iii) All home day care occupancies with seven or more children must install a sprinkler system in accordance with N.F.P.A. 13-~~R~~.
  - iv) All group home care occupancies must install a sprinkler system in accordance with N.F.P.A. 13-~~R~~.
  - v) Mixed Occupancies existing in the same building as a residential occupancy must install a sprinkler system in accordance with N.F.P.A. 13-~~R~~. Where residential occupancies are located above any nonresidential occupancy, there shall be a fire resistance separated rating of not less than one hour.
  - vi) All structures installing a ~~N.F.P.A. 13-R~~ sprinkler system must also install a sprinkler system in the attic area if required by the Building Official and or the Fire Marshall's office.
- b) The fire code official shall have the authority to require construction documents and calculations for all fire protection systems and to require permits be issued for the installation, rehabilitation or modification of any fire protection system. Construction documents for fire protection systems shall be submitted for review and approval prior to system installation.
  - c) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.
- (3) The International Residential Code shall be amended as follows:
- a) Section 302.1 of this Code is amended to provide that an exterior wall with a fire separation distance less than fifty feet (15,240 mm) shall have not less than a one-hour fire-resistive rating with exposure from both sides.
  - b) Any structures involved are to be constructed in a manner and with materials which will ensure that the structures will be in compliance with the fire rating standards for proposed spacing. Said structures shall be so constructed in accordance with the plans and conditions approved by the Building Official and the Fire Marshall's Office.
  - c) In the event that future state minimum requirements exceed the protections provided by this local amendment, then the more stringent requirements shall apply and shall be enforced within the City of Dawsonville.

(Ord. of 6-7-2004; Ord. of 12-5-2005(4), § 2; Ord. of 3-3-2009, §§ 2, 3)



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**Sec. 107-~~233~~ 240. Article X -Penalties.**

Any person violating any of the provisions of this **article chapter**, or failing to comply with remedial measures described in a notice of violation by the date set forth for such completion, shall become liable to the city by reason of such violation for any one or more of the following penalties:

- (1) *Civil penalties.* In the event a violation of any provision of this article or the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the city shall deem appropriate), the city may impose a civil penalty not to exceed \$1,000.00 for each day the violation remains unremedied after receipt of the notice of violation.
- (2) *Criminal penalties.* The city public works director or planning director may request, at his discretion, the city code enforcement personnel to issue a citation to the alleged violator requiring such person to appear in municipal court or other court of appropriate jurisdiction to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000.00. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.
- (3) *Stop work order.* The city may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
- (4) *Withhold certificate of occupancy/certificate of completion.* The city may refuse to issue a certificate of occupancy or certificate of completion for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (5) *Suspension, revocation or modification of permit.* The city may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (6) *Violations deemed a public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.
- (7) *Remedies not exclusive.* The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law and the city may seek cumulative remedies.
- (8) *Recovery of fees.* The city may recover attorney's fees, court costs, and other expenses associated with enforcement of this article, including sampling and monitoring expenses from any violator of this article.

(Ord. of 2-6-2006, § 8.2; Ord. of 12-17-2018, § 6)

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**Sec. 109-17. Road classification and design speed.**

Road classifications and design speeds shall be requested by the developer and will be reviewed by the city during review of the preliminary plat.

Road Classification	Classification Code	Design Speed
Arterial - Primary	R010	50
Arterial - Secondary	R010	50
Collector - Primary	R020	45
Collector - Secondary	R030	40
Local - Non-residential	R040	30
Local - Non-residential cul-de-sac	R080	N/A
Local - Residential	R040	<del>20</del> <u>25</u>
Local - Residential cul-de-sac	R080	N/A

(Ord. of 7-15-2019, § 1)

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**Sec. 109-30. Minimum requirements.**

On any existing street having a right-of-way less than the minimum which abuts a property being developed, one-half of the required width of right-of-way, measured to the centerline of the existing right-of-way, shall be dedicated at no cost to the city along the entire property boundary abutting the existing street.

Additional street right-of-way width may be required to be dedicated at intersections or other locations fronting the property where turning lanes, storage lanes, medians, islands, or realignments are required for traffic safety and minimum right-of-way standards would be inadequate to accommodate these improvements.

Minimum widths for construction (new streets or widening sections) are specified in the table below. Roadway width dimensions are back of curb to back of curb.

Road Classification	Minimum Right-of-Way Width	Minimum Roadway Widths
Arterial - Primary	100'	66'
Arterial - Secondary	100'	52'
Collector - Primary	60'	52'
Collector - Secondary	60'	42'
Local - Non-residential	60'	28'
Local - Non-residential cul-de-sac	120'	50'R
Local - Residential	50'	30'
Local - Residential cul-de-sac ( <u>Dead end street less than 150 feet</u> )	100'	40'R
<u>Local-Residential cul-de-sac (Dead end street exceeding 150 feet)</u>	<u>120'</u>	<u>50'R</u>

(Ord. of 7-15-2019, § 1)

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**Sec. 109-34. Dead-end streets and culs-de-sac.**

All dead-end streets require the installation of cul-de-sacs.

The maximum length of ~~dead-end~~ dead-end streets and streets terminating in culs-de-sac shall be 1,500 feet.  
(Ord. of 7-15-2019, § 1)

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**Sec. 109-47. Cul-de-sac streets.**

Cul-de-sac streets shall be designed to meet requirements of International Fire Code (~~IFC2015~~), appendix D, including circular turn around.

(Ord. of 7-15-2019, § 1)

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**Sec. 109-48. Shoulder widths.**

All streets shall have a shoulder, measured from the outer edge of the paved surface or back of curb to the inside edge of the ditch that is a minimum of 11 feet wide. The shoulder on un curb streets shall have a maximum slope of six percent. The shoulders on curb streets shall be at minimum 11 feet wide and maximum slope of two percent sloped toward curb.

(Ord. of 7-15-2019, § 1)

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**Sec. 109-50. Specifications.**

- (a) Unless otherwise specifically set forth herein, all of the materials, methods of construction, and workmanship for street construction shall conform to the latest edition of the state department of transportation standard specifications for road and bridge construction including all amendments and the latest edition of the city standard specification for roadway and drainage systems and the latest edition of the city standard details. The standard specifications and details can be obtained as a separate document from the city website ([www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)) or from the city department of planning and zoning.
- (b) Street and alley subgrade shall be constructed in accordance with the following state DOT specification sections:
  - (1) Section 201- Clearing and grubbing right-of-way.
  - (2) Section 205 - Roadway excavation.
  - (3) Section 208 - Embankments.
  - (4) Section 209 - Subgrade construction.
- (c) Street and alley bases shall be constructed in accordance with the following state DOT specification sections:
  - (1) Section 300 - General specifications for base and subbase courses.
  - (2) Section 310 - Graded aggregate construction.
- (d) Street and alley surface and binder asphaltic paving courses, including prime bituminous tack coat, shall be constructed in accordance with state DOT specification section 400 - Hot mix asphaltic concrete construction.

(Ord. of 7-15-2019, § 1)

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**Sec. 109-53. Sidewalks.**

- (a) If the proposed sidewalk will be an extension of an existing sidewalk the proposed sidewalk shall be at least as wide the existing sidewalk and be at minimum five feet wide.
- (b) Sidewalks shall be provided along both sides of all roads within residential developments and along the entire length of the property where a road entrance is constructed. Sidewalks shall be provided along public streets for all multi-family, commercial, and industrial developments, and in such other locations as deemed necessary by the city for safe pedestrian movement. If the development abuts existing roads on multiple sides a sidewalk shall be required on the entire length of property that abuts existing roads
- (c) The sidewalks must be constructed to conform to the state DOT sidewalk standards.
- (d) Sidewalks shall be five foot wide and four inches thick.
- (e) Sidewalks shall have ADA compliant ramps and warning pads at intersections. The warning pads shall be screwed down and thermal coated.

(Ord. of 7-15-2019, § 1)



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**Sec. 109-54. Driveways.**

All structures erected in the city must be served with access from a public street by an appropriate driveway in accordance with the specifications below. "Residential" shall apply to all residentially zoned property and "Commercial" shall apply to all non-residentially zoned property including, but not limited to, all industrial, highway business, institutional and commercially zoned properties.

All driveways shall have a landing. The landing is defined as the portion of the driveway that connects to the public street.

	Residential	Commercial
Minimum width	9'	12' (one way entry/exit) 24' (two way entry/exit)
Apron width minimum	3' on each side	3' on each side
Slope maximum	10%	5%
Minimum landing length	20'	30'
Maximum landing slope	5%	4%

All driveways shall be constructed at a minimum of ~~3.5~~ 4 inches or more of 3,000 psi concrete or two inches or more of asphalt on a compacted base. All culverts under driveways shall be ~~12~~ 18 inches or more in diameter and covered with a minimum of four inches of gravel.

All driveways shall be setback at least six feet from the side property line and shall meet the same elevation at the existing (or to be constructed) sidewalk. There shall be at least 20 feet between the entrances for a U-shaped or similar driveway located on a single lot.

(Ord. of 7-15-2019, § 1)

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**Sec. 111-31. Culverts and piped system design criteria.**

- (a) Culverts ~~in live streams, cross drains or serving 20 acres or larger shall~~are to be designed for a 50-year frequency flood event. The ~~inlet~~ area inundated by the ~~100-year upstream headwater design~~ event ~~is to shall~~ be contained in a drainage easement.
- (b) Piped storm drainage systems ~~shall~~are to be designed for a 25-year frequency storm event, ~~in non-residential areas and for a 10-year frequency storm event in residential areas.~~
- (c) Catch basins are to be spaced so that the maximum gutter spread is six feet or less for the ~~designed 10 year~~ storm event.
- (d) The minimum pipe size to be used as a culvert or in a piped system is 18-inch diameter.
- (e) The minimum velocity in a pipe flowing full is to be two feet per second. The maximum velocity in a pipe flowing full is to be 12 feet per second. The exit velocity of culvert and pipe systems is to be controlled and modified to prevent channel erosion or scour.
- (f) The absolute minimum clearance between the bottom of the paving base or subbase and the exterior crown of the storm drain pipe or culvert is to be one foot. A clearance of two feet is considered more desirable and should be achieved if possible.

(Ord. of 7-15-2019, § 1)

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**Sec. 111-32. Storm Drainage piping ~~under roads~~.**

(a) All stormwater and drainage piping under roads shall be reinforced concrete pipe that is at least 18 inches in diameter.

(b) All stormwater drainage piping installed parallel of curbing within right of way shall be reinforced concrete pipe that is at least 18 inches in diameter.

(c) All stormwater drainage piping with fifteen feet and greater cover shall be reinforced concrete pipe that is at least 18 inches in diameter.

(d) All stormwater drainage piping installed in live streams shall be reinforced concrete pipe that is at least 18 inches in diameter.

(e) All stormwater drainage piping installed within a retaining wall backfill shall be reinforced concrete pipe that is at least 18 inches in diameter.

(Ord. of 7-15-2019, § 1)

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#### **Sec. 112-4. Special notation required**

The city requires a final plat notation stating that a site plan must be approved prior to issuance of a building permit for lots which include any of the following:

- (1) Particular or unusual difficulties to meet minimum setback limits
- (2) Unusual building sites due to easement configuration
- (3) Possible floodplain encroachment
- (4) Storm water detention facilities
- (5) Zoning imposed buffers
- (6) Unusual or severe topographic features

(Ord. of 7-15-2019, § 1)

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**Sec. 918. Approval required by appropriate body.**

Applications for amendments to the text of the zoning regulations, zoning map amendments, alterations or extensions of conditional zoning, conditional use permits, development within site specific zoning districts and site plans require approval by the governing body before development may be initiated or before such application is made effective. Applications for variances and appeals shall require approval by the planning commission before development may be initiated or before such application is made effective. Applications for certificates of appropriateness require review and approval of the Historic Preservation Commission ~~by the planning commission and approval by the governing body~~ before development, demolition or alteration may be initiated or before such application is made effective.

(Ord. of 12-3-2018)

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**Sec. 1103. Prohibited uses.**

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations (~~Except industrialized single family modular homes~~).
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

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**Sec. 1203. Prohibited uses.**

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single family modular homes);~~
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

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**Sec. 1305. Prohibited uses.**

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single family modular homes);~~
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)



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## Sec. 1404. Development regulations in general.

All apartment, duplex, triplex, quadplex, semi-detached residences and townhouse developments shall conform to the following regulations:

1. Site plan approval required. All multi-family developments including apartments, duplexes, triplex, quadplex, semi-detached residences and townhouses require site plan approval by the planning commission in accordance with all procedures and requirements established by the city.
2. All site plans required by this section shall, at a minimum, contain the following information:
  - a. Title of the proposed development and the name, address and telephone number of the property owner.
  - b. The name, address and telephone number of the architect, engineer or other designer of the proposed development.
  - c. Scale, date, north arrow, and general location map showing relationship of the site to streets or natural landmarks.
  - d. Boundaries of the subject property, all existing and proposed, streets, including right-of-way and street pavement widths; buildings; water courses; parking and loading areas; flood plain; storm water detention; recreation areas; and other physical characteristics of the property and proposed development.
  - e. Building setbacks, buffers, landscape strips, and common areas as well as topographic contours at two foot intervals.
  - f. All accessory structures and locations shown.
3. No multi-family development shall take place in whole or part without being served by both public water and public sewer facilities.
4. Driveways and interior roads.
  - a. An interior road(s) serving any multi-family development shall be paved and have a minimum width of ~~28~~ 30 feet back of curb to back of curb. Parking on interior roads is to be regulated by section 609, off-street parking and loading spaces required.
  - b. All interior roads shall have sidewalks installed on both sides of the street.
  - c. Sidewalks and pedestrian ways shall connect to public streets and adjoining developments as applicable.
5. Parking. Insofar as practicable, off-street parking facilities shall be grouped in bays, either adjacent to streets or in the interior of blocks. No off-street parking space shall be more than 100 feet by the most direct pedestrian route from a door of the dwelling unit it is intended to serve.
6. Fire protection.
  - a. All multi-family developments shall provide adequate fire protection in the form of placement of water lines, fire hydrants, sprinkler systems, and fire walls as required by local and state fire codes required for these types of structures.
  - b. If a residential structure is located less than ~~15~~ 20 feet from any property line, then local fire codes impose certain requirements.
7. Buffer, landscaping, and open space requirements.

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- a. All multi-family developments shall conform to the following regulations. The following regulations are designed to promote the health, safety, order, aesthetics and general welfare by protecting against incompatible uses of land, controlling problems of flooding, soil erosion and air pollution, providing for a more attractive environment, assuring adequate open space, and reducing noise, night lighting, glare, odor, objectionable view, loss of privacy and other adverse impacts and nuisances through the use of buffers, landscaping and open space.
  - b. Each development shall have a minimum of 25 percent of the development's total land area as landscaped open space. A buffer of at least ten feet in width shall be provided and maintained around the entire exterior perimeter of all apartment, condominium, duplex and townhouse developments. Utilization of existing trees and vegetation is appropriate for inclusion within the buffer, or when not found appropriate, shall be supplemented with approved additional landscaping and plantings.
8. Service buildings. Subordinate accessory structures are permitted for maintenance, storage and other incidental uses supportive to the primary use of the property. Community service facilities and accessory structures are subject to site plan approval, for the convenience of the residents of the property. Such structures may include, but are not limited to, the following uses: facility management offices, community laundry facilities, and indoor community recreation areas.
  9. Maximum units per building. No more than six units shall be permitted to form any one single building.
- (Ord. of 12-3-2018)

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## Sec. 1405. Townhouse development regulations.

All developments containing fee-simple townhouses shall conform to the following requirements:

1. Lots. Each townhouse shall be located on its own lot of record, and subdivision plat approval shall be required in accordance with the city regulations.
2. All structures will be constructed with a two hour fire resistive rated wall without an approved sprinkler system and or one hour fire resistive rated wall with an approved sprinkler system between each unit.~~non-flammable brick or masonry firewall between units and extending two feet above the roofline. A fire retardant product may be used in place of the firewall.~~

(Ord. of 12-3-2018)

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**Sec. 1408. Prohibited uses.**

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations ~~(except industrialized single family modular homes);~~
4. Animals that, individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

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**Sec. 2011. Prohibited uses.**

1. Commercial uses.
2. Industrial uses.
3. Manufactured (mobile) homes and houses moved from other locations (~~Except industrialized single family modular homes~~).
4. Animals which individually or in numbers, create a nuisance by noise, smell, unsanitary or visual effects. Animals such as dogs and cats are permitted when their number in relation to area does not create a nuisance to neighbors. Kennels for the breeding of any animal for sale are prohibited. Pet fowl or birds may be kept in cages under the same provisions. No swine are permitted.
5. Any use not permitted in accord with the terms hereof.

(Ord. of 12-3-2018)

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**Sec. 2505. Alteration of structures or buildings.**

Prior to any alteration (~~including painting~~), demolition, removal of an existing structure or building in whole or in part, or new construction of a structure or building in the historical town business district, a building permit shall be obtained and a design review shall be conducted by the historic preservation commission in accordance with the city historical district ordinance. A certificate of appropriateness shall be issued by the HPC, whereas such alteration, demolition or new construction shall be performed in accordance with the design guidelines of the preservation ordinance.

Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any exterior elements of any structure or building; nor shall anything in this article be construed to prevent the construction, reconstruction, alteration or demolition of any such elements which any authorized public official shall certify as required by public health or safety.

(Ord. of 12-3-2018)

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### Sec. 3603. Development permit required.

A development permit based upon an approved site plan shall be required for any proposed use of land(s) or building(s) to indicate and ensure compliance with all provisions of these regulations before any building permit is issued or any improvement, grading, land disturbing activity or alteration of land(s) or building(s) commences; provided, however, that development permits for accessory structures for residential zoning districts shall not be required. Development permit fees are listed in the city fee schedule. Upon payment of applicable development permit fees and approval of a preliminary plat in accordance with all applicable provisions of the development regulations, development may begin on any parcel of land for an approved use within the zoned district as specified in this ordinance. All development permits shall be issued by the planning director or designee, who shall in no case approve a development permit for the use, construction, or alteration of any land or building if the land or building as proposed to be used, constructed or altered would be in violation of any of the provisions of this ordinance, the city development regulations or any other codes and laws. Development permits shall be valid for two years from date of issuance and shall thereafter expire. If work described in any development permit has not begun within 120 days from the date of issuance thereof, said permit shall expire, and further work shall not proceed until a new development permit has been obtained. Permits may be reinstated up to two separate six month extensions. Prior to reinstating a permit, the planning director shall determine if a new plan review and plan revision is required

(Ord. of 12-3-2018)

---

**Sec. 3604. Building permit required.**

No building, structure or sign, except as specifically exempted by these regulations, shall be erected, moved, extended, enlarged or structurally altered, nor shall any excavation or filling of any lot for the construction of any building be commenced until the planning director or designee has issued a building permit for such work in conformity with the provisions of these regulations. Building permit fees shall be as set forth in the city fee schedule.

All building permits shall be issued by the planning director or designee. In cases of uncertainty regarding whether a proposed building or structure conforms to any provisions within this ordinance and the City Development Regulations, the planning director or designee shall consult with the city engineer for his interpretation and ruling. Building permits shall become invalid unless the work authorized by it shall have been commenced within 90 days of date of issuance, or if the work authorized by it is suspended or abandoned for a period of six months or more, or if the work authorized by it is not completed within 18 months of date of issuance. - Permits may be reinstated up to two separate six-month extensions. Prior to reinstating a permit, the planning director shall determine if a new plan review and plan revision is required

(Ord. of 12-3-2018)





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE RESOLUTION IN SUPPORT OF AMICALOLA FALLS SCENIC BYWAY

CITY COUNCIL MEETING DATE: 11/01/2021

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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 OF RESOLUTION IN SUPPORT OF AMICALOLA FALLS SCENIC BYWAY**

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HISTORY/ FACTS / ISSUES:

**MANDY POWER PRESENTED THE OVERVIEW OF THE SCENIC BYWAY AT THE 10/18/2021 WORK SESSION; COUNCIL VOTED TO APPROVE MOVING FORWARD IN SUPPORT OF THE REQUEST**

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OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Mike Eason, Mayor

**RESOLUTION R2021-07**

**A RESOLUTION OF SUPPORT FOR THE AMICALOLA FALLS SCENIC BYWAY**

**WHEREAS**, the Dawson County Chamber of Commerce has identified a route that follows City of Dawsonville down Hwy 183 and Hwy 136, past Amicalola Falls State Park and over Burnt Mountain, which contains significant scenic, natural, historic, cultural, archeological, or recreational qualities; and

**WHEREAS**, the Dawson County Chamber of Commerce is seeking to gain “Georgia Scenic Byway” designation for the route from the Georgia Department of Transportation; and

**WHEREAS**, the Dawsonville City Council has been advised on details of the Georgia Scenic Byways Program, the proposed byway, and the benefits of designation; and

**WHEREAS**, designation of this route will support the objectives of this body to protect, promote, enhance, and interpret the outstanding intrinsic qualities of Dawsonville; and

**WHEREAS**, the Georgia Scenic Byways Program is a tool to encourage tourism and responsible development, bringing positive economic benefits and opportunities to this community.

**NOW THEREFORE BE IT RESOLVED** that the Dawsonville City Council having met and considered the matter in open session on November 1, 2021, hereby fully endorses the Designation Application, for the proposed Amicalola Falls Scenic Byway;

**FURTHER**, the Dawsonville City Council in its endorsement of this application, acknowledges the efforts of the Dawson County Chamber of Commerce in undertaking this project and will support the completion of the designation process.

**SO RESOLVED this 1<sup>st</sup> day of November, 2021**

**MAYOR AND DAWSONVILLE CITY COUNCIL**

By: \_\_\_\_\_  
Mike Eason, Mayor

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

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William Illg, Councilmember Post 2

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John Walden, Councilmember Post 3

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Mark French, Councilmember Post 4

ATTESTED TO BY:

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Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

---

SUBJECT: NAMING PUBLIC ROAD IN CITY HALL COMPLEX

CITY COUNCIL MEETING DATE: 11/01/2021

---

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 REPORT ON THE ROAD BEHIND THE CITY HALL COMPLEX OFF OF ALLEN STREET**

---

HISTORY/ FACTS / ISSUES

- **PRESENTED AT THE 09/20/2021 WORK SESSION AND THE 10/04/2021 MEETING; TABLED TO 11/01/2021 TO CHECK INTO ROAD NAMES WITH 911**
  - **DAWSON COUNTY 911/GIS ANALYST CONFIRMED THE ROAD IS ALREADY NAMED MAIN STREET IN THEIR SYSTEM**
- 

OPTIONS:

**NO ACTION NEEDED UNLESS CITY COUNCIL WISHES TO CHANGE THE NAME**

---

RECOMMENDED SAMPLE MOTION:

**RECOMMEND KEEPING THE ROAD NAMED MAIN STREET**

---

REQUESTED BY: Bob Bolz, City Manager





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 9

---

SUBJECT: MAPLE HILL DRIVE DETENTION POND

CITY COUNCIL MEETING DATE: 11/01/2021

---

PURPOSE FOR REQUEST:

**TO CONSIDER REQUEST FROM PROPERTY OWNERS**

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HISTORY/ FACTS / ISSUES:

- **PRESENTED AT THE 09/20/2021 WORK SESSION AND THE 10/04/2021 MEETING;  
TABLED TO THE 11/01/2021 CITY COUNCIL MEETING**

Gary & Katelyn Gravitt and James & Julie Morgan have petitioned the city to perform permanent maintenance of the detention pond at 80 and 91 Maple Hill Drive.

- Detention pond was constructed in 2003.
- Morgan's purchased property in 2003.
- Gravitt's purchased property in 2017.
- Subdivision does not have a dedicated HOA.
- Detention pond serves all 13 lots.
- Planning Department searched council minutes and found no official dedication to the city.
- Storm water Ordinance Chapter 107-195 allows the city to do maintenance work and issue a lien on property.

---

OPTIONS:

**RECOMMEND TO TABLE ITEM TO THE DECEMBER 20, 2021 CITY COUNCIL MEETING**

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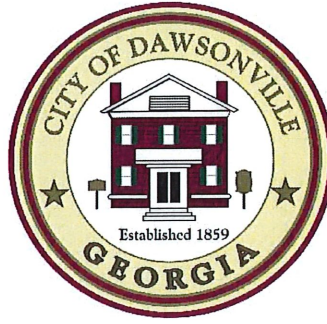
RECOMMENDED SAMPLE MOTION:

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DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
[www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)

Date: September 13, 2021

To: Mayor Mike Eason  
& City of Dawsonville Council

Reference: Maple Hill Subdivision Detention Pond

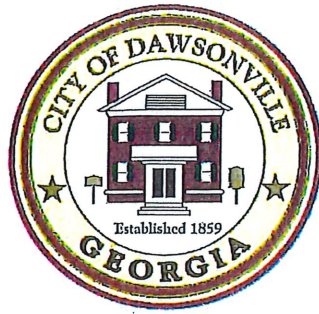
Mr. Mayor and Council,

The Planning Department has received a request from 80 and 91 Maple Hill drive property owners requesting the Maple Hill subdivision detention pond maintenance be permanently maintained by the City of Dawsonville. City code chapter 107 Stormwater Management Sec 107-191 Maintenance Responsibility allows the city, in lieu of an inspection and maintenance agreement and covenant, may accept dedication of any existing or future stormwater management facility or BMP for maintenance, provided such facility or BMP meets all the requirements of this chapter, is in proper working order at the time of dedication, and includes adequate and perpetual access and sufficient area for inspection and regular maintenance. Such adequate and perpetual access shall be accomplished by granting of an easement to the city or through fee simple dedication to the city. See the timeline listed below.

- 4/13/21 detention pond inspection check list sent to each property owner.
- 5/18/21 property owners received certified mail with detention pond inspection check list.
- 6/3/21 City obtained three estimates to perform corrective action work.
- 9/1/21 sent both property owners notice of penalties letter.
- 9/8/21 received letters from both property owners requesting the city to maintain the detention pond.

  
David Picklesimer  
Planning Director

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

## Stormwater Detention Pond Inspection Check list

Date: 4/13/2021

Location: Maple Hill Dr.

Inspector: Clay Moss

Please address the items marked with X:

- Remove trees within access easement
- Remove trees within pond limits
- Remove trees located on pond slopes
- Remove trees located on pond dam
- Repair fence
- Repair fence gate and closure
- Repair emergency spillway
- Repair water quality device
- Grout outlet control structure riser seams inside and outside
- Grout outlet control structure pipe joint
- Remove sediments below flow line at each outlet headwall
- Repair embankment, slope
- Repair reels and or eroded areas
- Repair and or reinstall outlet headwall rip rap
- Remove excessive sediment in detention pond
- Remove sediment in forebay area exceeding 50% capacity
- Repair concrete wall spalls and cracks

Additional comments: Remove Vegetation and Debris from outlet apron (outside dam)  
and install rip rap if needed. Bring rip rap up to flow line  
at inlet headwall and secure under headwall where it is washed  
out. Clean out debris from half pipe.  
Grout pipe joint  
Remove vegetation and debris to verify concrete splash pad at outlet.



7019 1640 0001 9716 6431

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**DAWSONVILLE, GA 30534**

**OFFICIAL USE**

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.75
Total Postage and Fees	\$7.20

Postmark Here  
**MAY 17 2021**

Sent To: **Gary Gravit & Katelyn Seabolt**  
Street and Apt. No., or P.O. Box No.: **80 Maple Hill Dr**  
City, State, ZIP+4®: **Dawsonville GA 30534**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**Gary Gravit  
Katelyn Seabolt  
80 Maple Hill Dr  
Dawsonville, GA 30534**

9590 9402 5490 9249 9974 94

2. Article Number (Transfer from service label)  
**7019 1640 0001 9716 6431**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X RG RA.15C-19**  Agent  Addressee

B. Received by (Printed Name)  
**RG RA.15C-19**

C. Date of Delivery  
**5/18/21**

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:  
**Maple Hill  
Detention**

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

Domestic Return Receipt

7019 1640 0001 9716 6424

**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**DAWSONVILLE, GA 30534**

**OFFICIAL USE**

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.75
Total Postage and Fees	\$7.20

Postmark Here  
**MAY 17 2021**

Sent To: **James Douglas**  
Street and Apt. No., or P.O. Box No.: **91 Maple Hill Dr**  
City, State, ZIP+4®: **Dawsonville GA 30534**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
**Julie Moorehouse Morgan  
James Douglas  
91 Maple Hill Dr  
Dawsonville, GA 30534**

9590 9402 5491 9249 0000 18

2. Article Number (Transfer from service label)  
**7019 1640 0001 9716 6424**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
**X RG RA.15C-19**  Agent  Addressee

B. Received by (Printed Name)  
**RG RA.15C-19**

C. Date of Delivery  
**5/18/21**

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:  
**Dent Pond  
Maple Hill**

3. Service Type  
 Adult Signature  Priority Mail Express®  
 Adult Signature Restricted Delivery  Registered Mail™  
 Certified Mail®  Registered Mail Restricted Delivery  
 Certified Mail Restricted Delivery  Return Receipt for Merchandise  
 Collect on Delivery  Signature Confirmation™  
 Collect on Delivery Restricted Delivery  Signature Confirmation Restricted Delivery

Domestic Return Receipt



6625 Bennett Road  
Cumming, GA 30041



678-410-7451  
404-803-0083

CITY OF DAWSONVILLE  
415 HWY 53 EAST SUITE 100  
DAWSONVILLE, GA. 30534  
ATTN:MR. CLAY MOSS

3-Jun-21

ESTIMATE: MAPLE HILL DRIVE DETENTION POND CLEAN UP AND REPAIR

DESCRIPTION	TTL QTY	UOM	UNIT PRICE	TOTAL PRICE
<b>POND CLEAN UP AND REPAIR</b>				
MOBILIZE	1	LS	1,500.00	1,500.00
COMPACT TRACK LOADER	16	HR	116.81	1,868.96
MR 88 EXCAVATOR	16	HR	125.00	2,000.00
LABOR	16	HR	275.00	4,400.00
RIP RAP	19	TN	55.00	1,045.00
FENCE REPAIR	1	LS	3,500.00	3,500.00
MATERIALS	1	LS	350.00	350.00
TOTAL :				<b>14,663.96</b>

SCOPE: .REMOVE VEGITATION AND DEBRIS IN/ AROUND POND INSTALL RIP RAP. GROUT PIPE JOINT .  
VERIFY SPLASH PAD.  
PER INSPECTION LIST DATED 4/13/21 BY CLAY MOSS.

**David Picklesimer**

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**From:** Israel McKinney <mckinneyisrael@gmail.com>  
**Sent:** Wednesday, May 26, 2021 8:05 AM  
**To:** Israel McKinney  
**Cc:** Clay Moss; David Picklesimer; Bob Bolz; Trampas Hansard  
**Subject:** Re: Maple Hill Dr. detention pond estimate fence repair included

**City Of Dawsonville**

**Ground Up Construction**  
1710 Howser Mill Rd  
Dawsonville, Ga 30534  
Phone: (229) 457-2979  
Email: mckinneyisrael@gmail.com

Estimate # 000197  
Date 05/25/2021

**Description** **Total**

---

Maple hill detention pond \$10,050.00  
Removal of brush and trees inside fence 6,250.00  
Installing riprap back up to inlet water line and grouting around pipe 2,800.00  
Repairing chain link fence around detention pond 800.00

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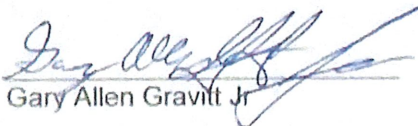
**Subtotal** \$10,050.00  
**Total** **\$10,050.00**

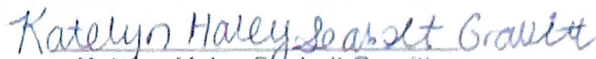
September 8, 2021

To the City of Dawsonville

We have received a notice for the neighborhood retention pond between 80 Maple Hill Dr and 91 Maple Hill Dr for maintenance and repair. We were not aware of our responsibility to maintain this retention pond as the city has done it in the past. So this has come as an unexpected request/expense to us. So since this notice has come we have spoken with our neighbors, the Morgans, at 91 Maple Hill Dr and us nor them are able to afford the costly repairs that are needed. We are currently living paycheck to paycheck and cannot come up with the extra funds needed for these repairs. We are requesting your consideration of our hardship and requesting that the city take up the existing repairs and maintenance needed. The retention pond services eleven other houses in this subdivision not just ours and the Morgans. So we don't agree that the sole responsibility be on these two families. It is a lot of money and repairs to ask of us. We have lived at 80 Maple Hill Dr going on five years and the Morgans have been living at 91 Maple Hill Dr since 2005 and us nor them have never been notified of maintaining it in the past. Thank you for your time. If you need to reach out to us feel free Allen(706)-974-1211 Katelyn (706)974-8630

Allen and Katelyn Gravitt

  
Gary Allen Gravitt Jr

  
Katelyn Haley Seabolt Gravitt

Reply Forward

September 8, 2021

Mr. Bolz,

I have been made aware that the city is saying my neighbor Mr. Gravitt and my husband and I are responsible for the upkeep of the retention pond located between our two properties. My husband and I live at 91 Maple Hill Drive and my neighbor at 80 Maple Hill Drive. We are two of thirteen houses on a street with no HOA. We have lived at this location for 17 years and the city has always come out and maintained the retention pond. We are blindsided by this new revelation. We are just now recovering financially from my husband being out of work for almost a year. We are financially unable to take on this responsibility. We have two children at home. My husband works at a manufacturing company and I take care of my aging parents. We are requesting that the city please take on the immediate repairs and future maintenance of the retention pond.

Thank you for your consideration.

Sincerely,



Julie and James Morgan

N/F NEWTON  
ZONED RA

LL 376

LL 441

LOT AREAS

- LOT 1.....Area: 7,550 sq.ft. 0.17 acres
- LOT 2.....Area: 7,550 sq.ft. 0.17 acres
- LOT 3.....Area: 7,550 sq.ft. 0.17 acres
- LOT 4.....Area: 7,550 sq.ft. 0.17 acres
- LOT 5.....Area: 7,550 sq.ft. 0.17 acres
- LOT 6.....Area: 8,348 sq.ft. 0.19 acres
- LOT 7.....Area: 14,297 sq.ft. 0.33 acres
- LOT 8.....Area: 9,199 sq.ft. 0.21 acres
- LOT 9.....Area: 7,550 sq.ft. 0.17 acres
- LOT 10.....Area: 7,550 sq.ft. 0.17 acres
- LOT 11.....Area: 7,550 sq.ft. 0.17 acres
- LOT 12.....Area: 7,550 sq.ft. 0.17 acres
- LOT 13.....Area: 7,550 sq.ft. 0.17 acres

C1 R=20.00' L=31.20' S47°20'14"W CH 28.13'  
 C2 R=20.00' L=17.45' N22°20'38"W CH 16.90'  
 C3 R=50.00' L=82.91' N00°04'04"W CH 73.46'  
 C4 R=50.00' L=80.49' S86°41'06"E CH 72.07'

C5 R=50.00' L=51.35' S06°02'10"W CH 72.67'  
 C6 R=20.00' L=17.45' S27°39'03"W CH 16.90'  
 C7 R=20.00' L=31.64' N42°39'46"W CH 28.44'

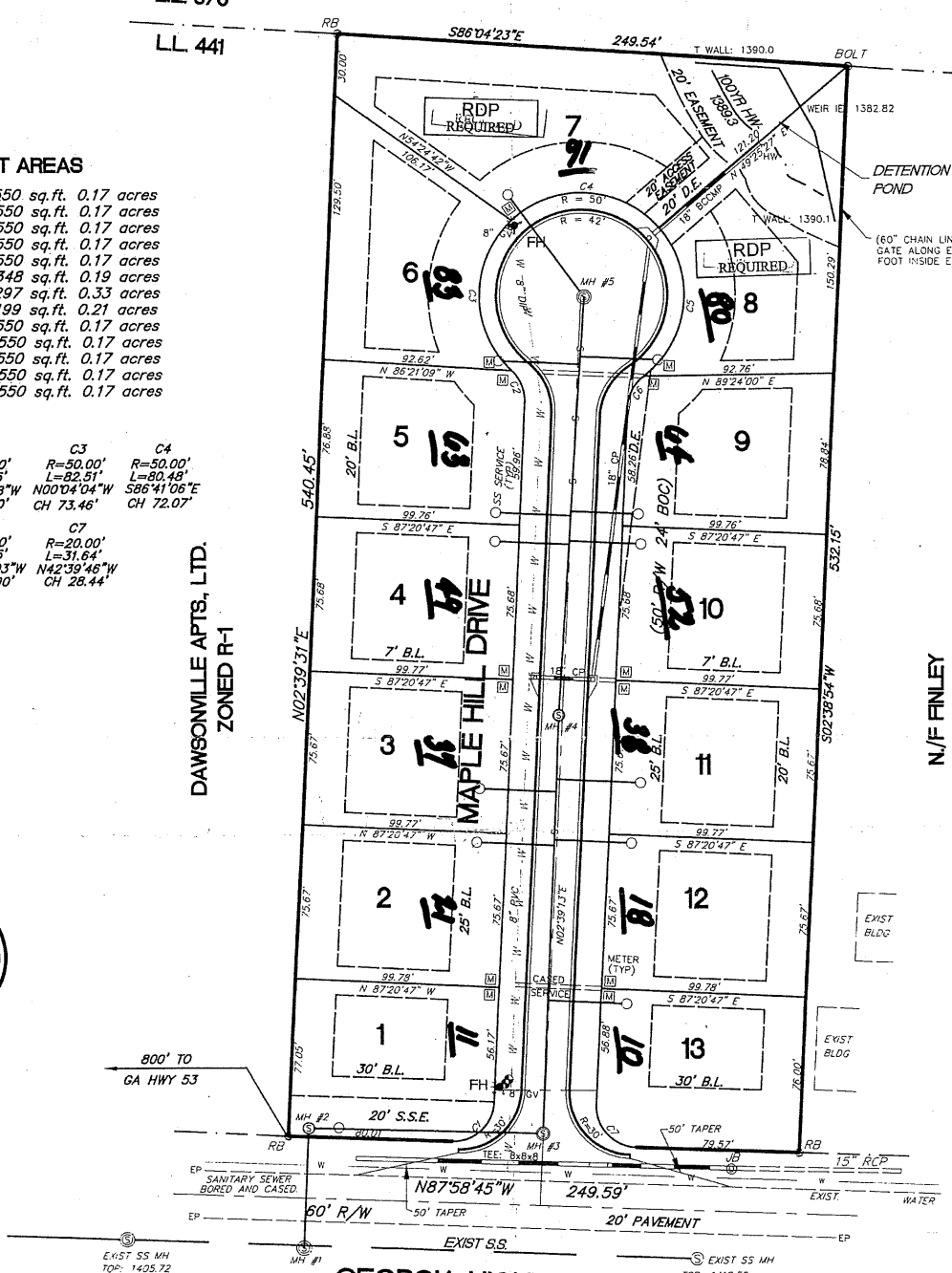
DAWSONVILLE APTS., LTD.  
ZONED R-1

N/F FINLEY  
ZONED CHB

MAGNETIC

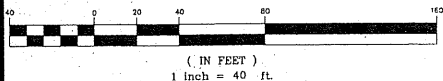


GEORGIA DIVISION OF SURVEYING  
 CLERK OF SUPERVISOR  
 J.A. PAGE  
 516 Park Street  
 Columbus, GA 31903



PLAT DATE: JANUARY 13, 2003

GRAPHIC SCALE



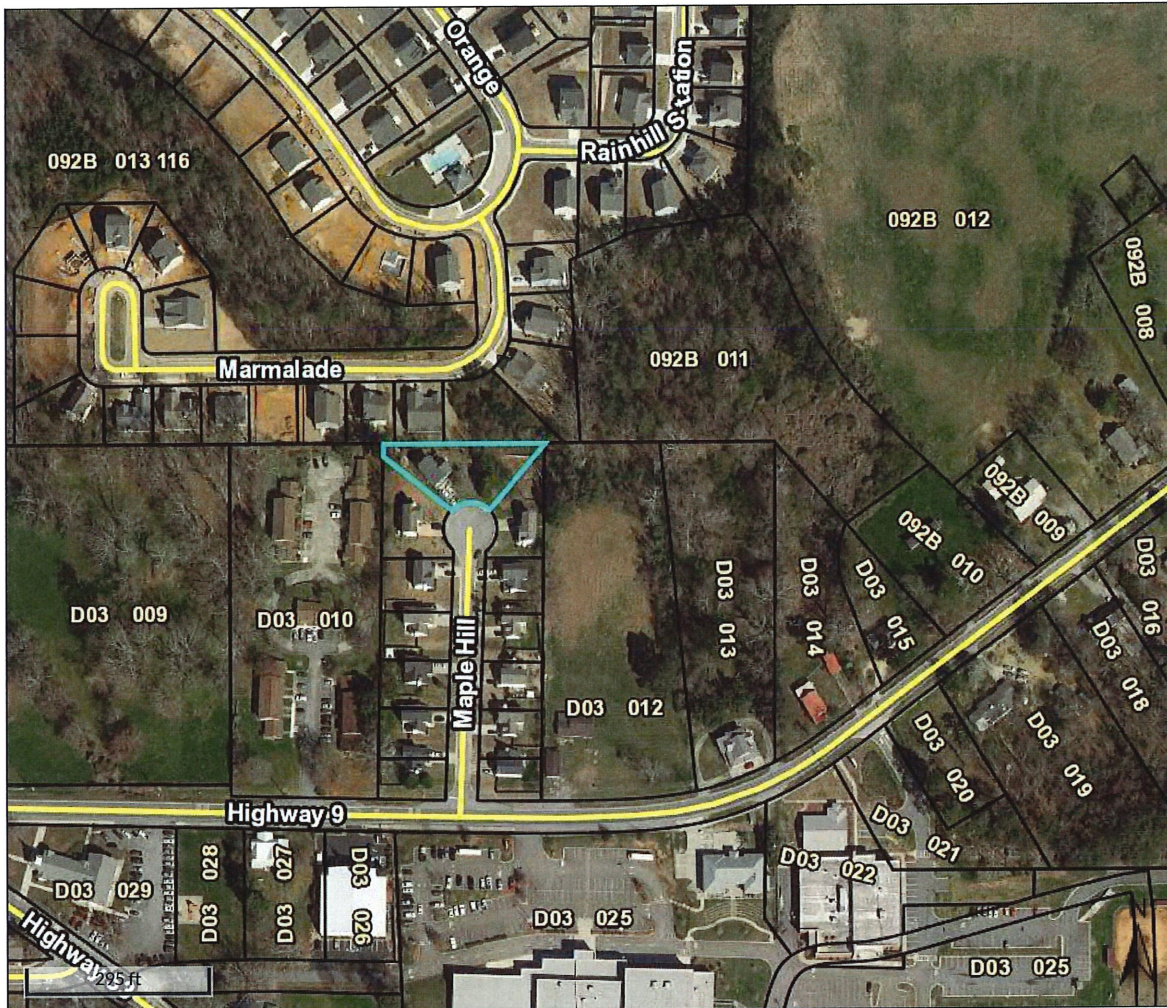
MH #1	MH #2	MH #3	MH #4	MH #5
TOP: 1410.47	TOP: 1418.90	TOP: 1415.66	TOP: 1413.96	TOP: 1411.91
IE: 1403.67	IE: 1404.00	IE: 1405.31	IE: 1406.61	IE: 1407.81

APPROVED  
 CITY OF DAWSONVILLE  
 FEB 05 2003  
 FOR RECORDING

J.A. PAGE and ASSOCIATES  
 5610 CROW ROAD  
 CUMMING, GEORGIA 30041  
 PH: (770) 889-0281

SHEET 2 OF 2

PROJ 68201 / 68201FP2



Overview



Legend

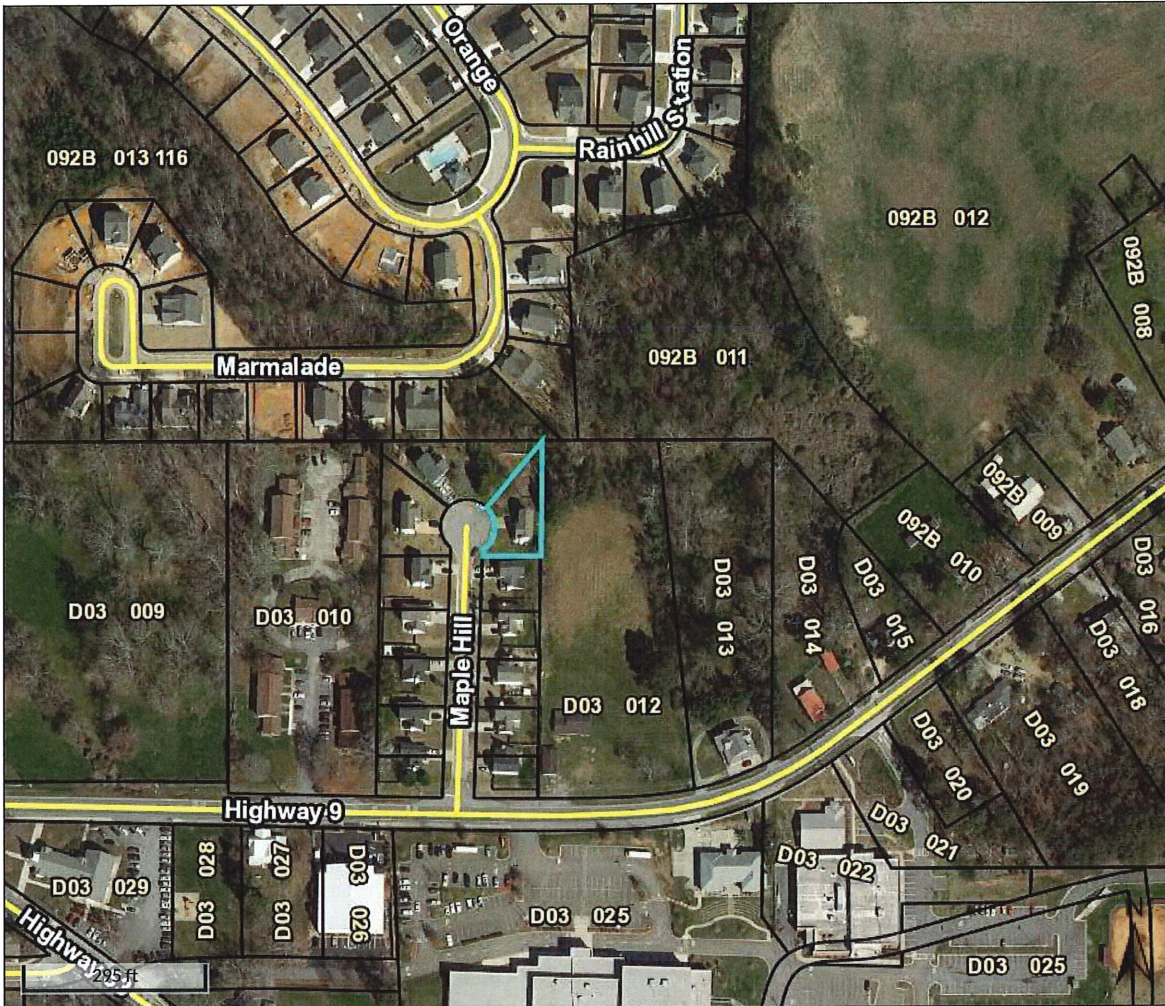
 Parcels

Parcel ID: D03 011 007  
Alt ID: 11889  
Owner: MORGAN JULIE MOOREHOUSE & JAMES DOUGLAS  
Acres: 0.33  
Assessed Value: \$206600

Date created: 9/13/2021  
Last Data Uploaded: 9/11/2021 12:33:03 AM

Developed by  Schneider  
GEOSPATIAL





Overview



Legend

 Parcels

Parcel ID: D03 011 008  
Alt ID: 11890  
Owner: GRAVITT JR GARY A & KATELYN H SEABOLT  
Acres: 0.21  
Assessed Value: \$185360

Date created: 9/13/2021  
Last Data Uploaded: 9/11/2021 12:33:03 AM

Developed by  Schneider  
GEOSPATIAL



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: BUDGET AMENDMENT – PREPARATION OF APPLICATION FOR AMERICAN  
RESCUE PLAN GRANT FUNDING

CITY COUNCIL MEETING DATE: 11/01/2021

---

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund  General Fund

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PURPOSE FOR REQUEST:

**TO REQUEST A BUDGET AMENDMENT FROM GENERAL FUND RESERVES IN THE AMOUNT OF \$2,200  
TO DIRECT LEAD EDGE TO PREPARE AN ARP GRANT APPLICATION CONCERNING THE ELIOTT  
FIELD AIRPORT**

---

HISTORY/ FACTS / ISSUES:

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

REQUESTED BY: Bob Bolz, City Manager

**TASK ORDER NO. 3  
ARP GRANT APPLICATION  
ELLIOTT FIELD AIRPORT  
DAWSONVILLE, GEORGIA**

This Task Order is written pursuant to the basic agreement entitled General Services Agreement, executed on April 18<sup>th</sup>, 2017. The referenced basic agreement pertains to proposed improvements to the Elliott Field Airport. This Task Order entered into and executed on the date indicated below the signature block, by and between the City of Dawsonville (Owner) and Lead Edge Design Group, Inc. (Engineer), sets forth the project description, project schedule, and engineering fees related to the preparation of an American Rescue Plan (ARP) Grant Application.

**SECTION I - PROJECT DESCRIPTION**

The project is to consist of:

- A. Preparation of an ARP Grant Application.

**SECTION II - PROJECT SCHEDULE**

From the time the Owner approves this Task Order, the Engineer shall begin services for the project.

**SECTION III - SCOPE OF SERVICES**

Engineer will provide those services listed in the basic agreement which are applicable to this specific Task Order. Specifically, this project will include:

- A. Prepare an ARP Grant Application following the application requirements on the Georgia Grants website for the City of Dawsonville to submit.
- B. Conduct one meeting with the Owner to review the document.

Services not included in this Task Order:

- A. Predesign geotechnical investigation
- B. Topographic survey for design
- C. 3-year Disadvantaged Business Enterprise Plan or Disadvantaged Business Enterprise Plan for a specific project
- D. Engineers design report
- E. ALP Update
- F. Design phase services
- G. Bid phase services
- H. Construction phase services
- I. Geotechnical quality assurance testing during construction
- J. On-site project observation

- K. Record drawings
- L. Utility location, removal, or relocation
- M. Preparation of design drawings, specifications, and contract documents
- N. As built surveys
- O. Assistance with obtaining permits
- P. Agency permit fees
- Q. Environmental Services
- R. Removal or mitigation of hazardous materials
- S. Printing & shipping

**SECTION IV - FEES AND PAYMENTS**

The following fees are to be paid to the Engineer as compensation for these services:

A. ARP Grant Application: \$ 2,200.00

**SECTION V - BASIC AGREEMENT IN EFFECT:**

Except as amended specifically herein, the basic General Services Agreement shall remain in full force as originally approved and executed.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed as of the date and year first written herein.

**CITY OF DAWSONVILLE**

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LEAD EDGE DESIGN GROUP, INC.**

Signature: 

Name (Print): PHIL EGAN

Title: PRESIDENT

Date: 10/26/21



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: **2022 LEASE RECOMMENDATIONS**

CITY COUNCIL MEETING DATE: 11/01/2021

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BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

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PURPOSE FOR REQUEST:

**TO PRESENT THE 2022 LEASE RECOMMENDATIONS FOR THE DAWSONVILLE HISTORY MUSEUM AND THE DAWSONVILLE MOONSHINE DISTILLERY**

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HISTORY/ FACTS / ISSUES:

- **DISTILLERY LEASE RECOMMENDATION: TERMS THE SAME AS 2021**
  - **MUSEUM RECOMMENDATION: ADD THE WINNER'S CIRCLE TO THEIR LEASED SPACE WITH TERMS THE SAME AS 2021**
  - **LEGAL TO REVIEW AND MAKE CHANGES AS REQUESTED; FINAL DOCUMENTS WILL BE PRESENTED AT THE 11/15/2021 CITY COUNCIL MEETING TO CONSIDER APPROVAL**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## **SUB-LEASE AGREEMENT**

This Sub-Lease agreement (“Sub-Lease”) is entered into effective the **1st day of January, 2022** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **DAWSONVILLE HISTORY MUSEUM, INC.**, a Georgia non-profit corporation d/b/a Georgia Racing Hall of Fame, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 110, Dawsonville, Georgia 30534.

### **WITNESSETH:**

WHEREAS, the Lessor entered into a lease-purchase agreement (“City Lease”) with the Downtown Development Authority of the City of Dawsonville, for the lease-purchase of certain property and facilities (“Premises”) located at 415 Hwy. 53 East, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the museum space is available for sub-lease and suitable for Lessee’s use; and

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

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good and valuable consideration mutually exchanged this date between parties hereto, the

receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**1. Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Museum Space, for the purpose of operating the Georgia Racing Hall of Fame Museum, which shall be open to the public and maintain business hours as deemed appropriate by Lessee, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville. Notwithstanding anything to the contrary herein, the Lessor shall be permitted at no cost to Lessor to use the Alleyway, Men's and Women's Bathrooms and the Conference Room depicted upon Exhibit A for City sponsored events so long as said use does not materially interfere with the Lessee's reasonable use of these areas.

**2. Subject to City Lease.** Lessee expressly acknowledges and understands the terms and conditions of the City Lease and agrees that Lessee shall be subject to the terms and conditions set forth in the City Lease, which terms are expressly incorporated into this Sub-Lease, unless otherwise expressly stated herein.

**3. Sub-Lease Term.** This Sub-Lease shall commence on January 1, 2022, for the period of twelve months ("Lease Term") terminating on December 31, 2022. The Sub-Lease Term is NOT subject to an automatic renewal. This Sub-Lease shall automatically terminate, upon ninety (90) days prior notice from the Lessor, in the event that the City Lease is terminated prior to the expiration of the current Sub-Lease Term.

**4. Rent.** Lessee covenants and agrees to pay Lessor a rent amount as rent for the Museum Space during the Sub-Lease Term which will be as follows:

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

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

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

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

C. The payments referred to in Paragraph 4, Subparagraphs A and B shall be collectively referred to as "Rent." Rent will be due and payable by the 5<sup>th</sup> day of every month, and if not actually received by the City by the 10<sup>th</sup> of the month the rental payment shall be late. For any late payment received after the 10<sup>th</sup> of the month Lessee shall pay to the



City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

**5. Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

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

unnecessary for the proper operation of its business within the Museum Space or the parking area.

**7. Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force and effect for the full Sub-Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law, except as may be expressly assumed by Lessor in writing.

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

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

**10. Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the

dumpster by Lessee on at least a weekly basis.

**11. Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessor may elect to implement a program of pest control and, in such event, Lessee hereby grants Lessor the right to enter the Premises and perform such spraying and/or inspections that Lessor deems appropriate, and Lessee shall reimburse Lessor for Lessee's share of the cost of such program. If Lessor does not elect to implement a pest control program, Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, displays or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least every month. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

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

**13. Binding Effect and Severability.** The provisions of this Sub-Lease shall be binding upon and inure to the benefit of both parties and their respective successors and

assigns. If any provision of this Sub-Lease or any application thereof shall be invalid or unenforceable, the remainder of this Sub-Lease and any other application of such provision shall not be affected thereby.

**14. Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Sub-Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Museum Space during the Sub-Lease Term.

**15. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Sub-Lease.

**16. Counterparts.** This Sub-Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**17. Governing law, Venue and Jurisdiction.** This Sub-Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Sub-Lease.

**18. Relationship of parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein. In the event that Lessor engages a person or entity for the purpose of providing management related to Lessee and Lessee's use of the Museum Space, such shall not change the relationship of the parties or anything in this Paragraph 18. The foregoing notwithstanding, the continued cooperation between Lessor, Lessee and any such individual or entity as determined in Lessor's discretion is a material term

of this lease, and the lack of such cooperation may be grounds for termination of this Lease Agreement.

**19. Default.** Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Sub-Lease applicable to Lessee, including but not limited to the requirement to work in conjunction with any person or entity engaged by Lessor for management of the Museum Space, compliance with which is determined in Lessor's discretion. In the event Lessee defaults, Lessor may terminate this Sub-Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Sub-Lease for the unexpired portion of the Sub-Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Museum Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Sub-Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Sub-Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

**20. Construction.** All terms used in this Sub-Lease, regardless of the number or

gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Sub-Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

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

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

**23. Time of essence.** Time is expressly declared to be of the essence of this Sub-Lease.

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

[execution on following page]

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

LESSOR:  
CITY OF DAWSONVILLE

LESSEE:  
DAWSONVILLE HISTORY MUSEUM,  
INC.

\_\_\_\_\_  
By: Mike Eason, Mayor

\_\_\_\_\_  
By:

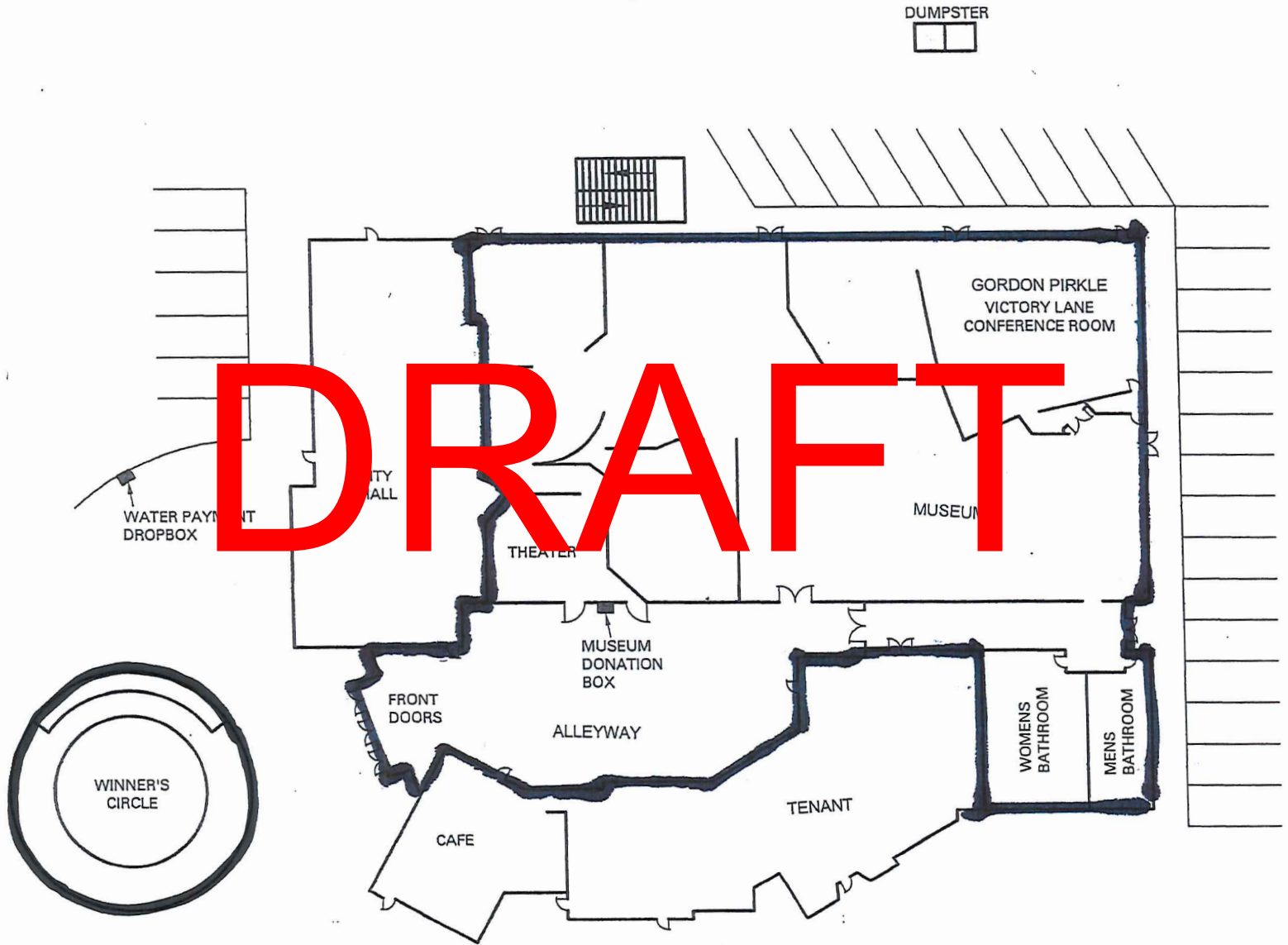


Exhibit "A"

## **SUB-LEASE AGREEMENT**

This Sub-Lease agreement (“Sub-Lease”) is entered into effective this **1st day of January, 2022** by and between **THE CITY OF DAWSONVILLE**, a Georgia municipal corporation, whose address is 415 Hwy. 53 East, Suite 100, Dawsonville, Georgia 30534 (“Lessor”) and **FREE SPIRITS DISTILLERY, LLC**, d/b/a Dawsonville Moonshine Distillery, (“Lessee”), whose address is 415 Hwy. 53 East, Suite 120, Dawsonville, Georgia 30534.

### **WITNESSETH:**

WHEREAS, the Lessor entered into a lease-purchase agreement (“City Lease”) with the Downtown Development Authority of the City of Dawsonville, for the lease-purchase of certain property and facilities (“Premises”) located at 415 Hwy. 53 East, Dawsonville, Georgia 30534, which is known as the City Hall/Dawsonville Municipal Complex; and

WHEREAS, the Premises includes several tenant spaces, including a museum and a retail/manufacturing space, of which the retail/manufacturing space is available for sub-lease and suitable for Lessee’s use; and

WHEREAS, the Lessor desires to sub-lease the retail/manufacturing space, as fully depicted in Exhibit “A” attached hereto and fully incorporated herein (“Distillery Space”), to Lessee for the operation of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which will be in general open to the public, pursuant to the terms and conditions of the City Lease and as allowed or provided by state and federal law.

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and in consideration of One Dollar (\$1.00) and other good



and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**1. Premises and Use.** Lessee shall be permitted to occupy and utilize the areas of the Premises depicted in Exhibit A, otherwise known as the Distillery Space, for the purpose of operating Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, which shall be open to the public and maintain business hours as deemed appropriate by Lessee and as regulated by both state and federal law, so long as, such operations do not materially interfere with the business and operations of the City of Dawsonville.

**2. Subject to City Lease.** Lessee expressly acknowledges and understands the terms and conditions of the City Lease, and agrees that Lessee shall be subject to the terms and conditions set forth in the City Lease, which terms are expressly incorporated into this agreement, unless otherwise expressly stated herein.

**3. Sub-Lease Term.** This Sub-Lease shall commence on January 1, 2022, for the period of twelve months (“Lease Term”) terminating on December 31, 2022. The Sub-Lease Term is NOT subject to an automatic renewal. This Sub-Lease shall automatically terminate, upon ninety (90) days prior notice from the Lessor, in the event that the City Lease is terminated prior to the expiration of the current Sub-Lease Term.

**4. Rent.** Lessee covenants and agrees to pay Lessor a rent amount as rent for the Distillery Space during the Sub-Lease Term which will be as follows: Lessee will pay to Lessor rent in the amount of Three Thousand and no/100 Dollars (\$3,000.00) per month for the Distillery Space Suite 120. Rent will be due and payable by the 5<sup>th</sup> day of every

month, and if not actually received by the City by the 10<sup>th</sup> of the month the rental payment shall be late. For any late payment received after the 10<sup>th</sup> of the month Lessee shall pay to the City a 5% penalty. Penalty payment shall be due immediately and must be included with payment of past due rent.

**5. Parking.** Lessee and its employees shall have the right to use the public parking spaces or parking areas near or adjacent to the City Hall/Dawsonville Municipal Complex. All such parking shall be on a nonexclusive, non-assigned basis. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor to other tenants or for such other uses as have been designated as being restricted to certain uses. Lessee shall at all times comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee or its employees use any parking spaces for storage or containers of any type or description. At no time will Lessee, its employees, or its customers use areas not specifically designated for parking as parking spots or areas, or for storage, including, but in no way limited to, the decorative area surrounding the replica gas pumps or store entrances. Lessor assumes no liability or risk for any damage that may occur to the vehicles or other property of Lessee, its employees, customers or others in any parking area or common area.

**6. Storage, Store Fronts, and Unpermitted Uses/Activities.** Lessee agrees to maintain the Distillery Space in a clean condition. Lessee agrees to not use the Distillery Space as a long-term storage facility for items, except in areas specifically designated for the purpose of storage, such as closets. Notwithstanding the foregoing, Lessee shall have the right to store agricultural products and/or empty agricultural product containers

outside of the Distillery Space for a period of time not to exceed five (5) days. However, such storage shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises. At no time will Lessee store any item that is unnecessary for the proper operation of its business within the Distillery Space or the parking area. At no time will Lessee use the parking lot, decorative area in front of the replica gas pumps or store fronts, or the decorative, pressed sidewalk for its business activities or operations, including, but in no way limited to, the manufacturing of its product(s). All manufacturing activities shall take place in the Distillery Space and shall not impede, obstruct, or in any way interfere with the normal operations of the City and/or any other tenants or visitors to the Premises.

7. **Insurance and other charges.** Lessee agrees to and shall pay for general liability insurance and shall name the Lessor as certificate holder or additional insured under the policy of insurance. Lessee shall keep the general liability policy in full force and affect for the full Sub-Lease Term with coverage in the amount of at least \$1 million per person / \$2 million per occurrence. Lessee is responsible for all other forms of insurance (i.e. workers comp, etc.) as may be required by law.

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

9. **Utilities.** Lessee is responsible for all utilities associated with its occupation and use of the Distillery Space including, but not limited to, water, sewer, natural gas, and

electricity. Lessee shall install and maintain any necessary utility meters or sub-meters at Lessee's expense.

**10. Garbage/Dumpster Removal Services.** Lessor shall provide access to Lessee to the Lessor's dumpster located on the property adjacent to the Premises for Lessee's normal weekly garbage usage. Lessee shall not deposit any hazardous substances in the dumpster or place any garbage or trash outside of the dumpster at any time. All garbage and trash from Lessee's use of the Premises shall be hauled to and deposited in the dumpster by Lessee on at least a weekly basis.

**11. Pest Control.** Lessee, at its cost, shall at all times keep the Premises free of pests. Lessee shall implement a program of pest control satisfactory to Lessor which may include, without limitation, (a) moving any furniture, fixtures, equipment, or inventory during inspections and spraying by Lessee's exterminator; and (b) maintaining the Premises in a clean, trash-free and sanitary condition. Lessee further acknowledges that Lessee's exterminator shall, in an environmentally safe way, perform inspections and/or spraying at least once every month; however, such inspections and/or spraying may be required to occur every two (2) weeks if Lessor deems such spraying necessary. If Lessee fails to promptly and fully comply with this Section, Lessor shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at Lessee's expense. Performance of such work by Lessor shall not constitute a waiver of Lessee's default in failing to do the same and neither shall it entitle Lessee to any damages for any injury or inconvenience occasioned thereby nor to any abatement of rent. Lessee shall reimburse Lessor for any cost incurred by Lessor pursuant to this Section upon demand therefor.

**12. Security Deposit.** Contemporaneous with the execution hereof, Lessee has on deposit with Lessor the sum of five thousand dollars (\$5,000.00) paid on March 16, 2011 as a Security Deposit for the proper performance of all obligations of Lessee hereunder. Lessor shall hold the Security Deposit in a non-interest bearing account and shall return the same to Lessee upon the expiration of this Sub-Lease with all obligations of the Lessee fully performed and completed and the premises returned to Lessor in broom clean undamaged condition, natural wear and tear excepted.

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

**14. Quiet Enjoyment.** Upon due performance by Lessee of its covenants and agreements under this Sub-Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold, and enjoy the Distillery Space during the Sub-Lease Term.

**15. Headings.** The Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Sub-Lease.

**16. Counterparts.** This Sub-Lease may be simultaneously executed in two or more counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

**17. Governing law, Venue and Jurisdiction.** This Sub-Lease shall be construed in accordance with and governed by the laws of the State of Georgia. Both parties hereby

consent to jurisdiction and venue in Dawson County, Georgia in any action brought to enforce any provision of this Sub-Lease.

**18. Relationship of parties.** Lessor and Lessee shall not be considered or deemed to be joint venturers or partners and neither shall have the power to bind or obligate the other except as set forth herein.

**19. Default.** Lessee shall be in default if it fails to pay any rent or any other obligation when due to Lessor or fails to comply with any of the requirements of this Sub-Lease applicable to Lessee. In the event Lessee defaults, Lessor may terminate this Sub-Lease and pursue such remedies as are allowed by law. Included among these remedies shall be the right of Lessor to recover all rents owed under the Sub-Lease for the unexpired portion of the Sub-Lease Term. Upon a default and prior to exercising any remedy hereunder or allowed by law, Lessor shall provide Lessee written notice of the default and of Lessor's intent to exercise remedies unless the default is cured within ten (10) days following receipt of the notice of default. Should Lessee fail to cure the default within ten (10) days following receipt of the notice of default, Lessor will be immediately entitled to take possession of the Distillery Space. Lessee waives any further right to notice prior to Lessor pursuing remedies other than those contained herein.

Lessor shall be in default if it fails to comply with any of the requirements of this Sub-Lease applicable to Lessor. In the event Lessor defaults, Lessee's sole and exclusive remedy shall be to terminate this Sub-Lease without further recourse against Lessor. Prior to exercising that remedy Lessee shall provide Lessor with written notice of the default and of Lessee's intent to exercise its remedy unless the default is cured within ten (10) days following receipt of the notice of default.

**20. Guaranty.** Notwithstanding the fact that Lessee is a corporation or other legal entity, by execution hereof, the undersigned owners, operators, members or shareholders of Lessee (“Guarantor”) hereby personally guarantee full, proper and satisfactory performance of all terms of this Sub-Lease by the Lessee. Upon written notice of default of this Sub-Lease, Lessor shall have all right and remedies against Guarantor as are available against Lessee.

**21. Construction.** All terms used in this Sub-Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine, or neuter, as the context or sense of this Sub-Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

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

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

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

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

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

LESSOR:  
CITY OF DAWSONVILLE

LESSEE:  
FREE SPIRITS DISTILLERY, LLC

\_\_\_\_\_  
By: Mike Eason, Mayor

\_\_\_\_\_  
Cheryl Wood, Member

#### PERSONAL GUARANTY

The undersigned, being the sole member of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, for valuable consideration received, hereby unconditionally guaranties all performance and payment obligations of Free Spirits Distillery, LLC, d/b/a Dawsonville Moonshine Distillery, under the terms of this Sub-Lease.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Cheryl Wood



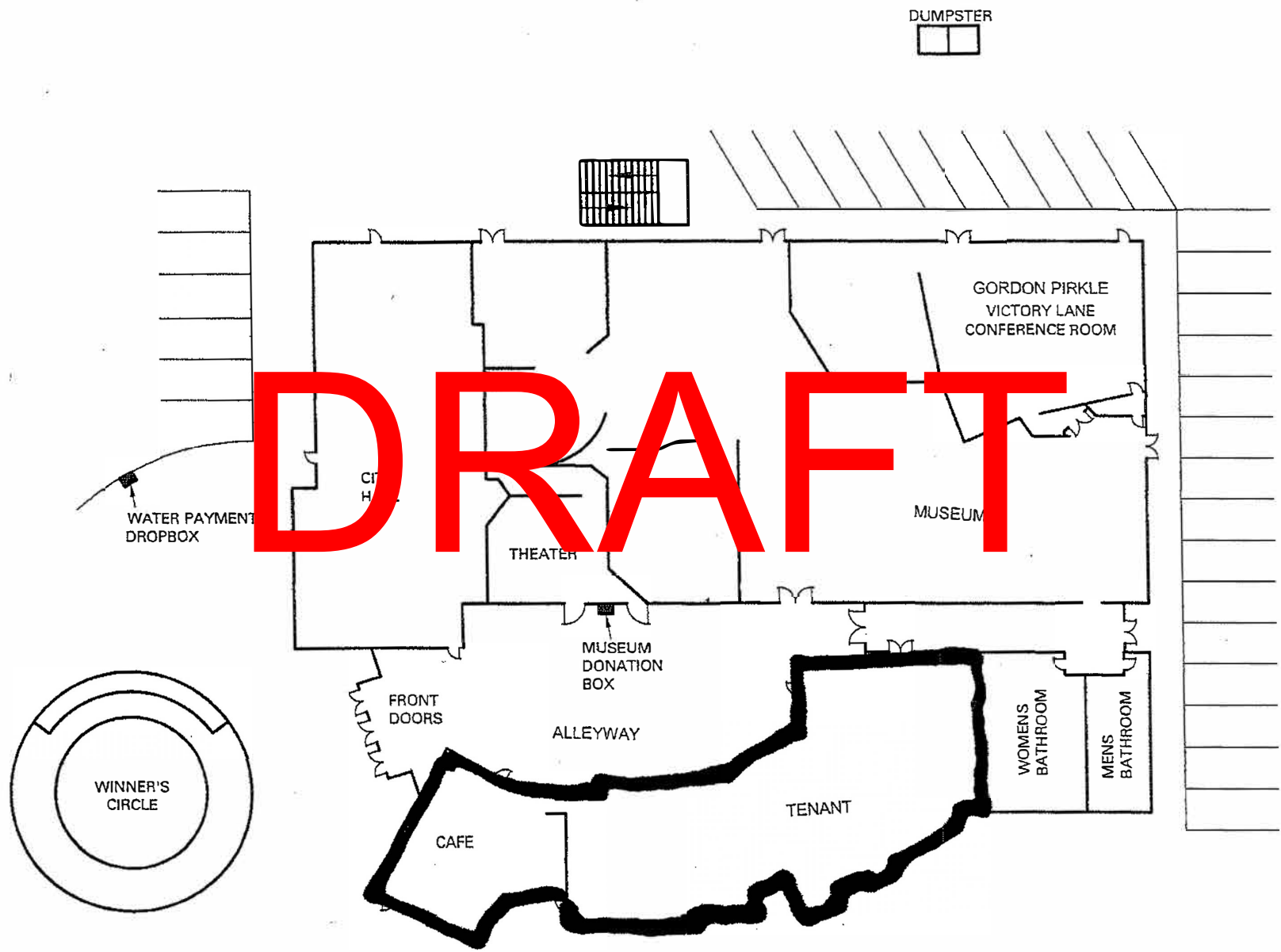


EXHIBIT "A"



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 12

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SUBJECT: ORDINANCE AMENDMENT- WATER/SEWER RATE DISCOUNT FOR SENIOR CITIZENS

CITY COUNCIL MEETING DATE: 11/01/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST: **FIRST READING**

AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR APPLICATION OF RATES TO CUSTOMER ACCOUNTS; TO PROVIDE FOR DISCOUNTS IN SPECIFICALLY APPROVED CIRCUMSTANCES; TO PROVIDE FOR METHODOLOGY FOR DETERMINING APPROVAL OF DISCOUNT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. (FIRST READING: NOVEMBER 1, 2021; SECOND READING AND CONSIDERATION TO ADOPT: NOVEMBER 15, 2021)

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HISTORY/ FACTS / ISSUES:

- RECOMMENDATION TO UPDATE THE EXISTING ORDINANCE WERE HEARD AT THE 10/18/2021 MEETING; COUNCIL VOTED TO PROCEED
- LEGAL DEVELOPED ORDINANCE TO INCORPORATE THE CHANGES

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

**AN ORDINANCE OF THE CITY OF DAWSONVILLE, GEORGIA, TO PROVIDE FOR APPLICATION OF RATES TO CUSTOMER ACCOUNTS; TO PROVIDE FOR DISCOUNTS IN SPECIFICALLY APPROVED CIRCUMSTANCES; TO PROVIDE FOR METHODOLOGY FOR DETERMINING APPROVAL OF DISCOUNT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**ORDINANCE NUMBER 04-2021**

**WHEREAS**, the City of Dawsonville Georgia operates a water and sewer utility system for which customers pay monthly fees in exchange for services provided;

**WHEREAS**, the City of Dawsonville recognizes that the provision of water and sewer service is a vital function to promote the health, prosperity, safety and general welfare of the City of Dawsonville and its citizens;

**WHEREAS**, the City of Dawsonville has been generally able to provide water and waste water service at lower rates than other providers of similar services within the geographical limits of Dawson County, Georgia;

**WHEREAS**, the City of Dawsonville is nevertheless open to exploring avenues for making this vital service more affordable to persons whose financial situation make even the City of Dawsonville's reasonable rates a fiscal challenge;

**WHEREAS**, it is often senior citizens living on fixed incomes who struggle with paying for water and sewer service even at the reasonable rates charged by the City of Dawsonville;

**AND WHEREAS**, part of providing more affordable rates and service to persons is making sure that the persons receiving the rates are entitled to them, while asking those who are able, to pay the normally applicable highly competitive rates.

**NOW THEREFORE**, premises considered, the Council for the City of Dawsonville hereby ordains as follows:

**Section 1.**

Chapter 14, Article II, Section 14.22 of the Code of Ordinances for the City of Dawsonville is hereby deleted in its entirety, and in its place is inserted a new Section 14.22 which shall read as follows:

**Sec. 14-22. Rate schedule.**

- (a) All water furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be metered and computed monthly and paid for at the rates set forth in section 2-110 of this Code.
- (b) All sewer service furnished by the City of Dawsonville to users or property situated within or without the corporate limits shall be computed monthly and paid at the rates set forth in section 2-110 of this Code.
- (c) Upon the approval of the utilities director for the City of Dawsonville, individuals and entities may purchase water in bulk from the city at a rate set out in section 2-110 of this Code.
- (d) Upon annual application to the city clerk, individuals may be eligible to receive an annual exclusion of 15% from the applicable rates as set forth in section 2-110 of this Code for water and sewer service furnished by the City of Dawsonville to property situated within or without the corporate limits if the applicant meets the following requirements:
  - 1. The applicant is age 65 or older at the time of application with the city clerk;
  - 2. The applicant's household has an annual gross income equal to or less than \$25,000.00;
  - 3. The applicant is the record owner or lessee of the property to be serviced; and
  - 4. The application is signed by the applicant and contains an affirmation by the applicant that the information contained in the application and all materials submitted with it are true and correct to the actual knowledge of the applicant.
- (e) Applications for annual exclusions under subsection (d) hereinabove shall be filed annually and, upon application, the applicant's qualification for the annual exclusion must be demonstrated by tendering to the city clerk the following, all of which shall be returned to the applicant after inspection and review by the clerk:
  - 1. A valid Georgia driver's license, birth certificate, passport or other government issued identification card demonstrating the applicant's date of birth, and
  - 2. A recorded deed or executed lease showing the applicant's right to possession of the property to be serviced with water and sewer by the City of Dawsonville;
  - 3. Financial information in compliance with the following:
    - a. A tax return or returns for the period of filing immediately preceding the submission of the application to the city clerk, which application must include all schedules and forms submitted as part of the tax return(s) and which must cover all household income for the property being serviced; OR,
    - b. In the event the applicant's household has total income of less than the amount required to file a tax return for the period in question, a statement from the Social Security Administration setting forth the total income received by the applicant and any other person residing therein, in the form of social security payments, which payments shall total less than the threshold for filing a tax return.
- (f) All applications for renewal of annual exclusions provided for in subsection (d) hereinabove shall be submitted from May 1 through and including June 30 of each successive calendar year and if not timely renewed, the exclusion shall lapse on June 30.

## **Section 2. Severability**

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications

of the Ordinance which may be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 3. Repealer and Restatement.**

All ordinances and resolutions and parts thereof in conflict herewith are repealed. However, to the extent not in conflict, all remaining ordinances, resolutions, or parts thereof shall not be amended or repealed and shall remain in full force and effect, except as expressly stated in this ordinance.

**Section 4. Effective Date.**

This ordinance shall take effect and be in force from and after its adoption.

**SO ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attested: \_\_\_\_\_ (seal)  
Beverly Banister  
City Clerk

\_\_\_\_\_  
Caleb Phillips  
Council Member

\_\_\_\_\_  
Mark French  
Council Member

\_\_\_\_\_  
John Walden  
Council Member

\_\_\_\_\_  
William Illg  
Council Member



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: ORDINANCE AMENDMENT- STORMWATER MANAGEMENT

CITY COUNCIL MEETING DATE: 11/01/2021

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST: **FIRST READING**

**AN ORDINANCE TO REGULATE POST DEVELOPMENT STORMWATER MANAGEMENT, TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE OF FACILITIES, TO PROVIDE FOR PENALTIES, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES (FIRST READING: NOVEMBER 1, 2021; SECOND READING AND CONSIDERATION TO ADOPT: NOVEMBER 15, 2021)**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: David Picklesimer, Planning Director

Subject Matter: Stormwater Management  
Date of First Reading: November 1, 2021  
Date of Second Reading: November 15, 2021  
Date of Adoption:

**AN ORDINANCE TO REGULATE POST DEVELOPMENT STORMWATER MANAGEMENT, TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE OF FACILITIES, TO PROVIDE FOR PENALTIES, TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES**

**ORDINANCE NUMBER 05-2021**

WHEREAS the City of Dawsonville has previously adopted an ordinance to regulate stormwater in and around the City of Dawsonville;

WHEREAS, the continued purpose of the City of Dawsonville stormwater ordinance is to ameliorate the impacts of post-development stormwater runoff, through the regulation of quality and quantity through both structural and non-structural measures;

WHEREAS, structural measures involving stormwater runoff require, from time to time, maintenance to ensure they remain operational and effective for their intended purpose;

AND WHEREAS, the responsibility for the periodic maintenance would be properly borne by the parties contributing stormwater to the infrastructure in need of maintenance.

NOW, THEREFORE, be it ORDAINED by the Mayor and City Council of the City of Dawsonville, and it is hereby enacted by the authority of the same:

Section 1. Definitions: the definition of the term “Person” is deleted in its entirety from Section 107-41, and in its place is inserted the following new definition of the term “Person.”

*Person* means, except to the extent exempted from this chapter, any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity, in the singular or in the plural as the case may be under this Code.

Section 2. Maintenance responsibility: Section 107-191 of the Code of the City of Dawsonville is hereby deleted in its entirety, and in its place is inserted the following language which shall form a new Section 107-191:

**§ 107-191. Maintenance Responsibility**

- (a) Except as provided below, the owner of the property on which work has been done pursuant to this chapter for private stormwater management facilities, regional stormwater facilities, and stormwater BMPs, or any other person or

agent in control of such property, shall maintain in good condition and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, erosion and sedimentation controls, and other protective devices. Such repairs or restoration and maintenance shall be in accordance with the approved inspection and maintenance agreement and covenant.

- (b) If the owner of the stormwater management facility, regional stormwater facility, or stormwater BMP is an owner's association, unit owners' association, or homeowners' association, the owner shall provide the city a copy of the association's recorded declaration. The declaration must provide:
1. That the facility or BMP is part of the common elements and shall be subject to the inspection and maintenance agreement and covenant;
  2. That membership in the association shall be mandatory and automatic for all unit owners or homeowners of the development and their successors;
  3. That the association shall have lien authority to ensure the collection of dues from all members;
  4. That the requirements of the inspection and maintenance agreement and covenant shall receive the highest priority for expenditures by the association except for any other expenditures which are required by law to have a higher priority;
  5. That a separate fund shall be maintained by the association for the routine maintenance, reconstruction and repair of the facilities and/or BMPs, separate from all other funds of the association; that it shall be kept in an account insured by the FDIC or by another entity acceptable to the city;
  6. That the routine maintenance, reconstruction, and repair fund shall contain at all times the dollar amount reasonably determined from time to time by city to be adequate to pay for the probable reconstruction and repair cost (but not routine maintenance cost) for a three-year period;
  7. That, to the extent permitted by law, the association shall not enter into voluntary dissolution unless the facilities and/or BMPs are transferred to a successor owner.
- (c) The city, in lieu of an inspection and maintenance agreement and covenant, may accept dedication of any existing or future stormwater management facility or BMP for maintenance, provided such facility or BMP meets all the requirements of this chapter, is in proper working order at the time of dedication, and includes adequate and perpetual access and sufficient area for inspection and regular maintenance. Such adequate and perpetual access shall be accomplished by granting of an easement to the city or through fee simple dedication to the city.
- (d) Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement and covenant must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of



the agreement and covenant, the stormwater management plan, and this chapter.

- (e) In the event that a stormwater detention facility is located in a residential development which development does not have an owner's association, unit owners' association, or homeowners' association which is responsible for periodic maintenance of the facility, then and in that event the person, persons or owners, whose properties contribute stormwater runoff to the detention facility, shall bear responsibility for the said periodic maintenance required to keep the detention facility working properly as determined by the City.

Section 3. Failure to Maintain: Section 107-195 of the Code of the City of Dawsonville is hereby deleted in its entirety, and in its place the following language is inserted as a new Section 107-195.

**§ 107-195 Failure to Maintain**

If a responsible person fails or refuses to meet the requirements of this chapter and/or the inspection and maintenance agreement and covenant, the City, after 30 days written notice (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours-notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City may assess the parties responsible for maintenance of the facility penalties as described in § 107-240, or may assess for the cost of repair work which shall be a lien on the property, and may be collected in any manner allowed by law, including but not limited to the manner in which liens for taxes are collected.

Section 4. All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall become effective upon adoption, the public good demanding the same.

SO ORDAINED THIS \_\_\_ DAY OF \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Caleb Phillips, Council Member Post 1

\_\_\_\_\_  
William Illg, Council Member, Post 2

\_\_\_\_\_  
John Walden, Council Member Post 3

\_\_\_\_\_  
Mark French, Council Member Post 4

DRAFT