

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 16, 2022
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting held May 2, 2022
 - Executive Session held May 2, 2022
 - b. Approve Howser Mill Road Joint Paving Project Overage
 - c. Approve Georgia Mountain Regional Commission Private Sector Appointment
8. Employee Recognition
9. Proclamation: National Public Works Week, May 15 – 21, 2022

PUBLIC HEARING

10. **ANX-C2200143**: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.
11. Enacting a Moratorium on the Issuance of Development and Building Permits

BUSINESS

12. Bid Selection: Water Meter Replacement Project
13. Land Acquisition: Purchase and Sale Agreement
14. Family Connection Event: Request for Road Closure and Permit Fee Waiver
15. Vehicle Purchases for Public Works and Utility Department
16. Maple Hill Drive Detention Pond – Initial Cleanout Cost and Future Maintenance Fees
17. Main Street Pawn Broker License Fee Reduction Request
18. Building Permit Fee Waiver Request – 83 Robinson Road

WORK SESSION

19. Electric Vehicle Charging Station Presentation
20. FY 2022-2023 Proposed Budget Presentation

STAFF REPORTS

21. Bob Bolz, City Manager
22. Robin Gazaway, Finance Administrator

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, June 6, 2022

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 05/16/2022

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Regular Meeting held May 2, 2022
 - Executive Session held May 2, 2022
 - b. Approve Howser Mill Road Joint Paving Project Overage
 - c. Approve Georgia Mountain Regional Commission Private Sector Appointment
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING HELD MAY 2, 2022**
 - **EXECUTIVE SESSION HELD MAY 2, 2022**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 2, 2022
5:00 P.M.

1. **CALL TO ORDER:** Mayor Mike Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, 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.
3. **INVOCATION AND PLEDGE:** Invocation and pledge was led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason congratulated Chase Elliott on his win at Dover today. He also announced the first Food Truck Friday is May 6, 2022; the Farmer's Market opening day was Saturday, April 30th and will continue through October; the Georgia Racing Hall of Fame will be having a Memorial Day Car Show on Saturday, May 28, 2022 and he also reminded citizens that early voting has started for the primaries.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by M. French; second by J. Walden. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting and Work Session held April 18, 2022
 - Executive Session held April 18, 2022
8. **PROCLAMATIONS:** Mayor Eason read the proclamation for Water Professionals Appreciation Day for May 2, 2022 and the proclamation for the 53rd Annual Professional Municipal Clerks Week for May 1 – 7, 2022.
9. **PLANNING COMMISSION APPOINTMENT, POST 2:** Motion to appoint Josh Nichols to the Post #2 Planning Commission vacancy to fill the unexpired term through 12/31/2024 made by W. Illg; second by M. French. Vote carried unanimously in favor.
10. **MODIFICATION REQUEST FOR IMPROVEMENT TO WINNER'S CIRCLE:** Cindy Elliott reported that due to building costs she is withdrawing her original request to modify the Winner's Circle to have a covered portico installed. She provided an alternative plan to install temporary shades which will likely be up from March through October and be taken down in time for the Christmas Tree to be set up. She also reported the existing poles may have to come down and an eye beam installed to support the shade.

Motion to approve Cindy Elliott to proceed with a design plan to install shade over the Winner's Circle made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.
11. **SPECIAL EVENT ALCOHOL PERMIT REQUEST – MEMORIAL DAY CAR SHOW, MAY 28, 2022:** Motion to approve the permit request as presented made by M. French; second by C. Phillips. Vote carried unanimously in favor.

A brief discussion occurred around whether or not the museum could obtain an annual license instead of applying for each request individually. It was determined that a retail consumption dealer's license could possibly be obtained.

EXECUTIVE SESSION:

At 5:20 p.m. a motion to close regular session and go into executive session for pending and/or potential litigation and land acquisition was made by J. Walden; second by W. Illg. Vote carried unanimously in favor.

**MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 2, 2022
5:00 P.M.**

At 5:47 p.m. a motion to close executive session was made by M. French; second by J. Walden. Vote carried unanimously in favor.

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

ADJOURNMENT:

At 5:49 p.m. a motion to adjourn the meeting was made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

Approved this 16th day of May 2022.

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 May 2, 2022.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5²⁰ 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: _____.

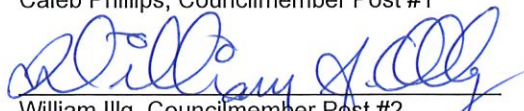
This 2nd day of May; By the City of Dawsonville, Mayor and Council:



Mike Eason, Mayor



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 2 day of May, 2022.

Beverly A. Banister

Signature, Notary Public

My Commission expires: Feb 18, 2024





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

SUBJECT: APPROVE HOWSER MILL ROAD JOINT PAVING PROJECT OVERAGE

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: _____ Annual Budget _____ Capital Budget Other **SPLOST VII**

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR PAYMENT OF \$21,982.99 TO BE PAID OUT OF SPLOST VII TO DAWSON COUNTY FOR AN OVERAGE IN THE HOWSER MILL ROAD JOINT PAVING PROJECT

HISTORY/ FACTS / ISSUES:

- CITY'S PORTION REFERENCED IN THE IGA TOTALED \$256,718.56 WITH THE COUNTY CONTRIBUTION OF \$125,000.00 LISTED IN THE SETTLEMENT AGREEMENT FOR SPLOST VII
- PROJECT EXCEEDED QUOTED COSTS DUE TO OVERAGES ON CEMENT, BINDER AND ASPHALT

OPTIONS:

STAFF RECOMMENDS APPROVING ADDITIONAL PAYMENT OF \$21,982.99 OUT OF SPLOST VII

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
Task 1-A-1: Houser Mill Road - City: Intersection of SR 53 W (State Right-of-Way) to the County Road System (approximate location is Calvary Baptist Church). This area contains curb and gutter and a 5-foot sidewalk. Approximately 2,426 feet. Including Turn Lane to Mill Stone Dr.					
Phase 1-A-1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$64,135.98	\$64,135.98
Phase 1-A-1-2	10" Cement Reclaimed Base (Includes temp raised lane markers) 22' wide (due to curb)	4526	SY	\$9.24	\$41,820.24
Phase 1-A-1-3	Portland Cement - 55lb/SY	124	TN	\$213.67	\$26,568.80
Phase 1-A-4	B-MOD Asphalt Binder 2" Depth, 21' wide	478	TN	\$89.45	\$42,757.10
Phase 1-A-5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 21' Wide	293	TN	\$93.30	\$27,336.90
					\$202,619.02

Howser Mill-CITY-SR 53 to County System		INVOICE #1,#2,#3	Contract	Difference
		TOTAL	Amount	Inv vs Contract
1-A-1	Traffic Control	\$64,135.98	\$64,135.98	\$0.00
1-A-1-2	10" Cement Reclaimed Base	\$41,071.80	\$41,820.24	\$748.44
1-A-1-3	Portland Cement - 55lb/SY	\$28,514.26	\$26,568.80	-\$1,945.46
1-A-4	B-MOD Asphalt Binder 2" Depth 21' Wide	\$44,497.80	\$42,757.10	-\$1,740.70
1-A-5	9.5 MM 135 LBS/SY Topping 21' wid	\$34,764.52	\$27,336.90	-\$7,427.62
SUB TOTALS -HM-CITY		\$212,984.36	\$202,619.02	-\$10,365.34

Line Item	Description	Estimated Quantity	Unit	Unit Cost	Total Estimated Cost
Task 1-A-2: Houser Mill Road - City: Begin at the County Road System (approximate location is the mailbox at 3103 Houser Mill) and continue 561 feet until you reach the Right-of-Way to SR 183 (Elliott Family Parkway). This area DOES NOT contains curb and gutter or sidewalks. Approximately 561 feet.					
Phase 1-A-2-1	Traffic Control, Shoulders, Striping, Signage and Mobilization	1	LS	\$14,198.27	\$14,198.27
Phase 1-A-2-2	10" Cement Reclaimed Base (Includes temp raised lane markers) 26' wide	1621	SY	\$4.05	\$6,565.05
Phase 1-A-2-3	Portland Cement - 55lb/SY	45	TN	\$213.67	\$9,615.15
Phase 1-A-2-4	B-MOD Asphalt Binder 2" Depth, 24' Wide	165	TN	\$87.10	\$14,371.50
Phase 1-A-2-5	9.5 mm 135 lbs/SY TP 1/H Mix SP Asphalt Topping 24' Wide	101	TN	\$92.57	\$9,349.57
					\$54,099.54

Houser Mill-CITY-CTY Rd Sys to SR 183		INVOICE #1,#2,#3	Contract	Difference
		TOTAL	Amount	Inv vs Contract
1A-2-1	Traffic Control, Shoulders, Striping	\$14,198.28	\$14,198.27	-\$0.01
1-A-2-2	10" Cement Reclaimed Base 26"	\$7,711.20	\$6,565.05	-\$1,146.15
1-A-2-3	Portland Cement-55lb/SY	\$10,862.98	\$9,615.15	-\$1,247.83
1-A-2-4	B-mod Asphalt Binder 2" D-24'W	\$19,987.71	\$14,371.50	-\$5,616.21
1-A-2-5	9.5 MM 135LBS/SY Asphalt Top	\$12,957.02	\$9,349.57	-\$3,607.45
SUB TOTALS - HM - CITY		\$65,717.19	\$54,099.54	-\$11,617.65



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

SUBJECT: APPROVE GEORGIA MOUNTAIN REGIONAL COMMISSION PRIVATE SECTOR APPOINTMENT

CITY COUNCIL MEETING DATE: 05/16/2022

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 APPOINT KEVIN HERRIT AS THE MEMBER REPRESENTING THE PRIVATE SECTOR OF DAWSON COUNTY FOR THE GEORGIA MOUNTAIN REGIONAL COMMISSION COUNCIL

TERM: JULY 1, 2022 TO JUNE 30, 2023

HISTORY/ FACTS / ISSUES:

- **KEVIN HERRIT IS THE NEW DIRECTOR OF ECONOMIC DEVELOPMENT AT THE DAWSON COUNTY CHAMBER OF COMMERCE**
- **FORMER DIRECTOR OF ECONOMIC DEVELOPMENT, BETSY MCGRUFF, SERVED AS THE PRIVATE SECTOR APPOINTMENT FOR THE PAST TWO YEARS**
- **DAWSON COUNTY BOARD OF COMMISSIONERS WILL CONSIDER APPROVAL AT THEIR MAY 16, 2022 MEETING**
- **DEADLINE TO SUBMIT APPOINTMENT SELECTION IS 06/10/2022**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor



MEMORANDUM

To: Local Government Mayors, Sole Commissioners or Commission Chairmen, City and County Managers, City and County Clerks, and Private Sector Appointees.

From: Heather Feldman, Executive Director

Date: May 11, 2022

Re: Appointment or Reappointment of Private Sector Members of the GMRC Council

As you all know, each of our counties have one Private Sector Appointee on the GMRC Council. These individuals are considered for reappointment, or another is considered for appointment at the June 30, 2022 Council Meeting.

We encourage the county and its cities to jointly agree on the appointee. I encourage you to discuss with each other and the appointee of your intentions. If we do not hear differently, we assume that you do not plan to change your current appointment, so it is very important that you notify GMRC of your intentions. The appointment form is attached, and should be returned, by email, to Gina Kessler by Friday, **June 10, 2022**. Should you have any questions, please contact Gina Kessler at 770-538-2607 or gkessler@gmrc.ga.gov.

FY21 private sector appointees were:

<u>County</u>	<u>Appointee</u>
Banks	Vicki Boling
Dawson	VACANT
Franklin	Wayne Randall
Habersham	Ken Schubring
Hall	Deborah Mack
Hart	Bill Chafin
Lumpkin	J.B. Jones
Rabun	Doug Wayne
Stephens	Connie Tabor
Towns	Denise McKay
Union	Mitch Griggs
White	Carly Adam



MEMORANDUM

To: Gina Kessler, GMRC Executive Assistant
From: _____
Re: Appointment for _____ County's Private Sector Appointee

The County and its City(s) have agreed to appoint or reappoint _____ as our Private Sector Representative on the GMRC Council to serve from July 1, 2022, to June 30, 2023

County or City Official

Position

Attest

Date

Please return to gkessler@gmrc.ga.gov no later than June 10th.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 05/16/2022

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 RECOGNIZE AND PRESENT THE FOLLOWING:

- APRIL 2022 EMPLOYEE OF THE MONTH
 - SERVICE AWARDS FOR THE MONTH OF MAY
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: PROCLAMATION: NATIONAL PUBLIC WORKS WEEK, MAY 15 – 21, 2022

CITY COUNCIL MEETING DATE: 05/16/2022

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 RECOGNIZE NATIONAL PUBLIC WORKS WEEK AND READ PROCLAMATION

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



Proclamation

National Public Works Week

May 15-21, 2022



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

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and,

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

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I, Mike Eason, Mayor of the City of Dawsonville, do hereby designate the week May 15-21, 2022 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dawsonville to be affixed on this 16th day of May, 2022.

Mike Eason, Mayor

ATTEST:

Beverly A. Banister, City Clerk





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: ANX C2200143

CITY COUNCIL MEETING DATE: 05/16/2022

PURPOSE FOR REQUEST: **PUBLIC HEARING**

ANX-C2200143: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

HISTORY/ FACTS / ISSUES:

- City Council approved open annexation period on 12.20.2021 through 04.30.2022 for unincorporated island properties.
- Applicant is requesting to annex 3 acres; TMP 068 053.
- Existing County RA zoning to proposed City RA zoning.
- Dawson County BOC heard request on 04.07.2022 with no objection and did not take a vote on the request.
- Planning Commission approved annexation request without conditions on 05.09.2022.

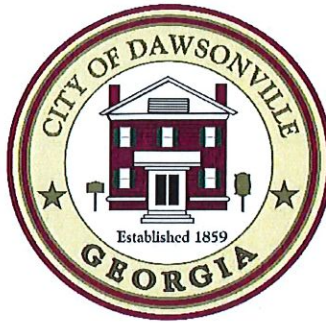
OPTIONS: No action required

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning and Zoning
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: 5/11/2022

To: Mayor and Council

Reference: ANX C2200143 Planning and Zoning Department Summary

The Planning and Zoning Department has provided the following pertinent information to help you decide on this request:

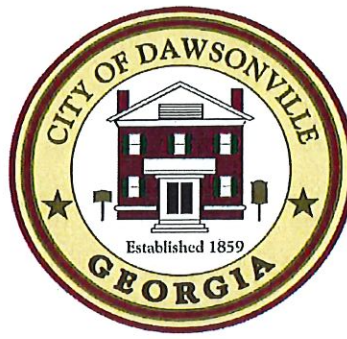
1. Property is in Mark French Post 4 Council district.
2. The subject property adjoins City zoned RA district to the south, City zoned R1 district to the east, County zoned RA district to the west and City zoned R1 district to the north.
3. Applicant is requesting to annex 3 acres.
4. Existing County RA zoning.
5. Proposed City RA zoning.
6. City Council approved open annexation period on 12/20/21 thru 4/30/22 for unincorporated island properties.
7. Dawson County Board of Commissioners heard the request on 4/7/22. The board had no objection to the request and did not take a vote. Approval by 30-day default will be on 4/15/22.
8. Planning Commission approved annexation request without conditions on 5/9/22.

Kindest regards,



David Picklesimer
Planning Director

Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



706.265.3256
www.dawsonville-ga.gov

March 14, 2022

Via Certified Mail 7018 3090 0001 6005 4761

Mr. Billy Thurmond
Board of Commissioners
Dawson County
25 Justice Way, Suite 2313
Dawsonville, GA 30534

Re: Annexation of Property of Stephen Cadwell ANX-C2200143; TMP 068 053; 389 Cleve Wright Road

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following Planning Commission May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Stephen Cadwell. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager
Dawson County Attorney



**City of Dawsonville
Planning and Zoning Department**
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

**Annexation Petition
Application**

ANNEXATION # ANX-C2200143

ZONING AMENDMENT APPLICATION AND FEES RECEIVED ? YES NO

Applicant Name(s): Stephen L. Caldwell

Address: 389 Cleve Wright Rd City: Dawsonville State: GA Zip: 30534

E-Mail: _____

Cell Number(s): _____

Property Owner's Name(s): same

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____

Property Owner's Telephone Number(s): _____

Address of Property to be Annexed: 389 Cleve Wright Rd

TMP #: 068 053 Acre(s): 3 Survey Recorded in Plat Book # Page #: 29 289

Land Lot #: 90 District #: 115 Section #: 4-1 Legal Recorded in Deed Book # Page #: 1286 77

Current Use of Property: Residential - Single home

County Zoning Classification: RA City Zoning Classification: RA

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation: Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current RECORDED BOUNDARY SURVEY of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds LEGAL DESCRIPTION that matches the boundary survey of the property being annexed.
- Survey must be signed and sealed by a Registered Land Surveyor.
- Survey must be signed, stamped recorded by Dawson County Clerk's of the Court office.

FEE SCHEDULE

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

Office Use Only	
Date Completed Application Rec'd: <u>03.11.2022</u> <u>SA</u>	Amount Paid: \$ _____ CK _____ Cash _____
Date of Planning Commission Meeting: <u>05.09.2022</u>	Dates Advertised: <u>04.20.2022</u>
Date of City Council Meeting: <u>05.16.2022</u>	Rescheduled for next Meeting: _____
Date of City Council Meeting: <u>06.06.2022</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date: _____

* Fees Waived by C.C. on 12.30.21
RECEIVED
MAR 07 2022
BY: SA



City of Dawsonville
Planning and Zoning Department

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

Annexation Petition
Application

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as
Stephen Caldwell (Address/Tax Map Parcel), respectfully request that the Mayor
and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to
include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to
the best of our knowledge.

[Handwritten signature]
Property Owner Signature

Stephen L. Caldwell
Property Owner Printed Name

Property Owner Signature

Property Owner Printed Name

Applicant Signature

Applicant Printed Name

Applicant Signature

Applicant Printed Name

State of Georgia
County of Dawson

Sworn to and subscribed before me this
7th day of March 20 22

[Handwritten signature: Stacy L. Harris]
Notary Public, State of Georgia



My Commission Expires: 10/26/2025

Notary Seal

Planning Commission Meeting Date (if rezone): 05.09.2022
Dates Advertised: 04.20.2022
1st City Council Reading Date: 05.09.2022
2nd City Council Reading Date:
Date Certified Mail to: 3/14/22 County Board of Commissioners & Chairman 3/14/22 County Manager 3/14/22 County Attorney
Letter Received from Dawson County Date:
Approved: YES NO



City of Dawsonville
Planning and Zoning Department

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

Annexation Petition
Application

Application # ANX C2200143 TMP#: 068 053

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property. (Use additional sheets if necessary)

****Please note**** This information should be obtained at the Planning Office using the Tax Map Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested.

TMP # 068 039 1. Name(s): Wesley H. DOWD
Address: 333 Cleve Wright Rd
Dawsonville, GA 30534

TMP # 068 058 008 2. Name(s): Thomas Evan Baker & Olivia Noland
Address: 4320 Martel Drive
Cumming, GA 30040

TMP # 068 055 3. Name(s): James & Helen Bottoms
Address: 320 Lakeside Trace
Canton, GA 30115

TMP # 068 058 003 4. Name(s): TIRT Power & Danny Buice
Address: 2572 Elliott Family Pkwy
Dawsonville, GA 30534

TMP # _____ 5. Name(s): _____
Address: _____

TMP # _____ 6. Name(s): _____
Address: _____

TMP # _____ 7. Name(s): _____
Address: _____

THE APPLICANT, OR DESIGNED AGENT, **MUST*** ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE REQUEST TO BE CONSIDERED.

***NOTE:** if the applicant of a petition before the Planning Commission fails to attend the public hearing, then the Planning Commission may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant.

N/F ELLIOTT

S 92°00'00" E
171.03'

723.26'

3.000 ACRES

183.76'

N 64°30'56" W
189.97'

CLEVE WRIGHT RD.
(21' DITCH - DITCH)

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

Recorded in Book 29 Page 289

This _____ day of _____ 19____

CURTIS CHAPPELL CLERK

NOTES:

- (1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LEGAL TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES PRODUCED BY SAME, INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT.
- (2) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREON, - EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Frederick C. Youngman
FREDERICK C. YOUNGMAN

LEGEND

- 1. N.T.S. = NOT TO SCALE
- 2. LL = LAND LOT
- 3. C.T. = CRIMP TOP
- 4. O.T. = OPEN TOP
- 5. R/W = RIGHT OF WAY
- 6. C = CENTER LINE
- 7. P = PROPERTY LINE
- 8. LLL = LAND LOT LINE
- 9. PP = POWER POLE
- 10. N/F = NOW OR FORMERLY
- 11. Δ = IRON PIN FOUND
- 12. ⊙ = IRON PIN SET (1/2" OT)
- 13. R.C.P. = REINF. CONC. PIPE
- 14. C.M.P. = CORRUGATED METAL PIPE
- 15. —|— = POWER LINE
- 16. —H— = WATER LINE
- 17. —G— = GAS LINE
- 18. -X-X- = FENCE
- 19. ⊠ = R/W MONUMENT

EQUIPMENT USED FOR MEASUREMENT
TOPCON GTS-2

THIS (PROPERTY) (~~RECORDED~~) (IS NOT) LOCATED WITHIN THE 100 YEAR FLOOD AREA PER OFFICIAL "FIA FLOOD HAZARD MAPS"

REF. PLAT:

PLAT FOR WALKER
DATED 5/6/87
W. 1/4 183720 335 AC.



THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 335.709 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,858 FEET AND AN ANGULAR ERROR OF 03' PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

S 82°03' 43" E 2605.17'
FROM THE C INTERSECTION OF HWY. 183 & CLEVE WRIGHT ROAD.



PROFESSIONAL LAND SURVEYOR
DAWSONVILLE, GA 30534
(706) 216-8585



DAVID BRYAN GOBER
AND
STELLA M. GOBER

LAND LOT: 90, 115	92026
DISTRICT: 4TH	SECTION:
COUNTY: DAWSON	STATE: GEORGIA
SCALE: 1" = 100'	DATE: 4/11/89

Prepared By & Return To:
Southern Venture Title Company, LLC
19 East Main Street
Suite G,
Dahlonega, GA 30533
706-503-4777
File No. 2018-GA-29

STATE OF GEORGIA

COUNTY OF LUMPKIN

QUITCLAIM DEED

THIS INDENTURE, made between Sharon D. Caldwell of the County of Dawson and State of Georgia, hereinafter called "Grantor," and Stephen L. Caldwell, of the County of Dawson and State of Georgia, hereinafter collectively called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents do hereby remise, convey and forever quitclaim unto the Grantee all their interest in the following described real estate:

All that tract or parcel of land lying and being in Land Lots 90 and 115 of the 4th District, 1st Section of Dawson County, Georgia, being 3.000 acres, more or less, together with all improvements located thereon, and being more particularly set out on a plat of survey prepared for David Bryan Gober and Stella M. Gober by Frederick C. Youngman, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 29, Page 289, Dawson County Records, and is incorporated herein by reference for a more detailed description.

Less and except any portion of the property lying within the right of way of Cleve Wright Road.

This property is conveyed subject to all easements for roads and utilities in use or of record.

TOGETHER WITH any and all the rights, privileges, easements, improvements and appurtenances to the same belonging.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

GRANTOR, BY EXECUTION OF THIS QUITCLAIM DEED, AND GRANTEE,

BY ACCEPTANCE OF AND/OR FILING OF THIS QUITCLAIM DEED, HEREBY
ACKNOWLEDGE THAT THIS DEED WAS PREPARED FROM INFORMATION
FURNISHED BY THE PARTIES INVOLVED, AND PREPARER MAKES NO
REPRESENTATION AS TO THE STATUS OF TITLE OR ACCURACY OF THE
LEGAL DESCRIPTION HEREIN AND THAT NO TITLE INSURANCE IS BEING
PROVIDED.

Sharon D. Caldwell

IN WITNESS WHEREOF, Grantor have signed and sealed this deed, the 2nd day of
March, 2018.

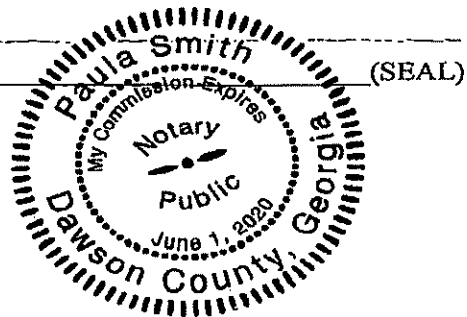
Signed, Sealed and delivered
in the presence of:

Jessie Beason

Witness

Paula Smith

Notary Public
My Commission expires: JUNE 1, 2020



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Planning Commission:

Matt Fallstrom
Randy Davis
Anna Tobolski
Sandy Sawyer

415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Office (706)265-3256
www.dawsonville-ga.gov

David Picklesimer
Planning Director

Stacy Harris
Zoning Admin Assistant

PUBLIC NOTICE

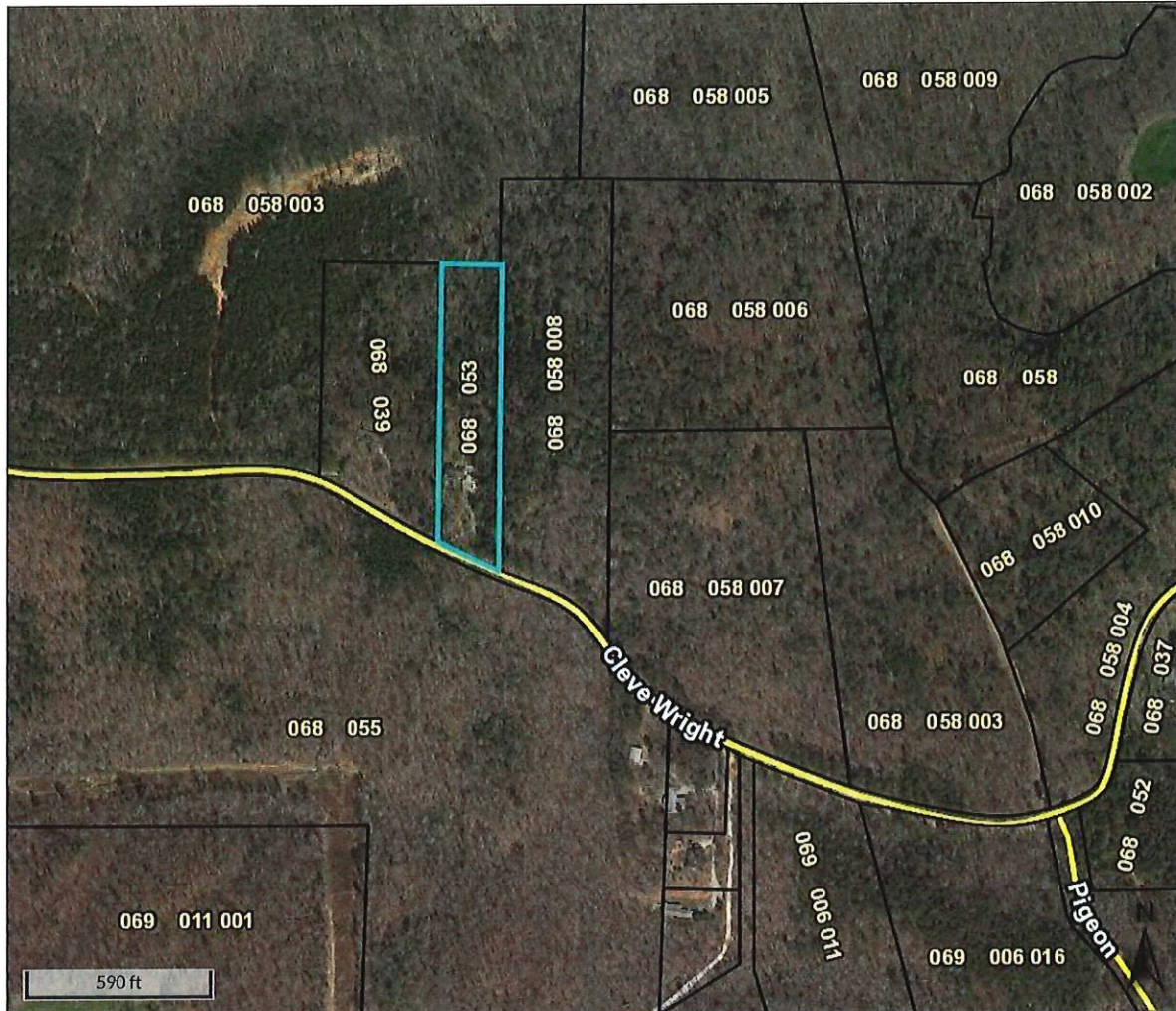
The following public hearings will be heard by the City of Dawsonville Planning Commission at 5:30 p.m. and/or the City Council beginning at 5:00 p.m. respectively on the dates indicated below. Public hearings are heard in the Council Chambers on the second floor at City Hall located at 415 Hwy 53 East, Dawsonville, Georgia 30534. The public is invited to participate.

.....

ANX-C2200143: Stephen Caldwell has petitioned to annex 3.00 acres of TMP 068 053, Located at 389 Cleve Wright Rd, with a County Zoning of RA (Residential Agricultural/Residential Exurban) to City Zoning RA (Restricted Agricultural District). Public Hearing Dates: Planning Commission on May 9, 2022, and City Council on May 16, 2022. City Council for a decision on June 6, 2022.

If you wish to speak on the requests, please contact City Hall for a CAMPAIGN DISCLOSURE form. ***This form is only needed if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.***

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.



Overview



Legend

□ Parcels

Parcel ID: 068 053
Alt ID: 5425
Owner: CALDWELL STEPHEN L
Acres: 3
Assessed Value: \$170570

Date created: 3/9/2022
Last Data Uploaded: 3/8/2022 10:49:02 PM

Developed by  Schneider
GEOSPATIAL



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

SUBJECT: ENACTING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT AND BUILDING PERMITS

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

1. **TO HOLD A PUBLIC HEARING** CONCERNING THE ENACTING OF A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT AND BUILDING PERMITS, AND
2. **TO CONSIDER APPROVAL OF RESOLUTION** R2022-03 CONCERNING THE SAME

HISTORY/ FACTS / ISSUES:

- **TEMPORARY MORATORIUM APPROVED ON 04/18/2022 HAS AN EXPIRATION OF 30 DAYS; CONTINUATION IS NEEDED TO COMPLETE IMPACT FEE STUDY AND IMPLEMENTATION OF THE POTENTIAL PROGRAM**
- **RFP FOR IMPACT FEE STUDY HAS BEEN COMPLETED WITH A JUNE 3, 2022 DEADLINE FOR SUBMITTAL OF PROPOSALS.**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

RESOLUTION R2022-03

A RESOLUTION OF THE CITY OF DAWSONVILLE, GEORGIA TO ENACT A TEMPORARY MORATORIUM ON THE ISSUANCE OF DEVELOPMENT PERMITS AND BUILDING PERMITS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF DAWSONVILLE DURING A STUDY OF DEVELOPMENT IMPACTS AND FOR CAPITAL IMPROVEMENTS; TO PROVIDE FOR EXCEPTIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Dawsonville, Georgia is a Georgia Municipal Corporation which provides planning and zoning, as well as enforcement of building codes and regulations as a qualified local government;

WHEREAS, the City of Dawsonville directly provides and/or regulates, *inter alia*, the following services, all of which are and will continue to be impacted by residential and commercial development: road and street construction or maintenance, solid waste management, water supply and distribution; wastewater treatment; stormwater collection and disposal; and recreational facilities;

WHEREAS, local governments, pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated, may consider and adopt development impact fees which are imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development;

WHEREAS, such development impact fees may be collected at the time of the issuance of a development permit or a building permit, depending upon the particular purpose of the fee;

WHEREAS, the City of Dawsonville has started the process of studying and developing a system of development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated;

WHEREAS, there are tracts of developed land which could be redeveloped, and undeveloped land in the City of Dawsonville which if developed, or if rezoned and developed, could create significant impacts on the services, facilities, and infrastructure of the City of Dawsonville, to include but not necessarily be limited to significant improvement costs as a result of the development;

WHEREAS, a review of development fee impact ordinances and studies related to the same confirms that residential development and usage creates the greatest impact on local government facilities, infrastructure, and services;

WHEREAS, the City of Dawsonville, pursuant to its police power, is authorized to enact ordinances to further and protect the health, safety, welfare and morals of the public;

WHEREAS, given the potentially significant impact to the services, facilities and infrastructure needs and demands of developing or redeveloping property, the City of Dawsonville has determined that it is reasonable and necessary, in order to protect the health, safety, welfare and morals of the public, to enact a temporary moratorium on development and building permits in the City of Dawsonville;

AND WHEREAS, the moratorium, as described herein, is found by the City of Dawsonville to be an appropriate, reasonably necessary, not unduly oppressive, and narrowly tailored exercise of the City of Dawsonville's police power.

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

Section 1. There is hereby enacted a moratorium on (a) the acceptance of applications for, or the issuance of land development permits (including land disturbance permits) as well as (b) the acceptance of applications for, or the issuance of building permits, within the corporate limits of the City of Dawsonville, Georgia, for properties which are in the following zoning districts:

- a. RA: Restricted Agricultural
- b. R-1: Restricted Single Family Residential
- c. R-2: Single Family Residential
- d. R-3: Single Family Residential
- e. R-6: Multiple-Family Residential
- f. R3R: Manufactured Home Subdivision District
- g. RMM: Residential Manufactured/Moved
- h. RMHT: Manufactured Housing Temporary District
- i. RPC: Residential Planned Community
- j. PUD: Planned Unit Development
- k. PCS: Planned Conservation Subdivision
- l. RCT: Residential Cottage
- m. AP: Annexed Property

Section 2. The moratoria described in § 1, above, shall expire on the earlier of:

- a. the passage of six months from the date this Resolution is adopted by the Council of the City of Dawsonville;
- b. the defeat or adoption of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia Annotated;
- c. a subsequent vote of the Council of the City of Dawsonville, Georgia, repealing or replacing the moratoria described in this Resolution.

Section 3. The moratoria described in § 1, above, shall not apply to:

- a. any development or project where there is an active Land Disturbance Permit in place on or before the date of the passage of this Resolution, however, if the Land Disturbance Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Land Disturbance Permit for the same tract of land.
- b. any building site where there is an active Building Permit in place on or before the date of the passage of this Resolution, however, if the Building Permit expires without being renewed before its expiration, then the moratoria described above shall apply to any future issuance of a Building Permit for the same Building Site.
- c. any development or building site which does not fit into the exceptions identified in § 3(a) or (b), but for which the applicant for the development and/or building permit executes an irrevocable commitment that it will remit, in full, any development impact fee within thirty (30) days after the passage of an ordinance establishing development impact fees pursuant to Chapter 71 of Title 36 of the Official Code of Georgia, Annotated. The Development Impact fee assessed pursuant to this exception shall be such as is established pursuant to any adopted ordinance, and if no ordinance is adopted then no fee shall be assessed.
 - i. In the event that an applicant seeks an exception pursuant to § 3(c) of this Resolution, if the applicant fails to make the committed payment of a development impact fee within the time required, then the permit issued (and any related permits or certificates, including but not limited certificates of occupancy) shall be revoked, *instantly*, by operation of law without the necessity of any further action by the City of Dawsonville or any of its departments or employees.
 - ii. In the event of a revoked permit or certificate pursuant to § 3(c)(i) of this Resolution, the unpaid development impact fee must be paid before any development or building permit or related certificate may issue for the site or development in question.

Section 4. Severability. If any section, provision or clause of any part of this resolution shall be declared invalid or unconstitutional, or if the provisions of any part of this resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this resolution not so held to be invalid, or the application of this resolution to other circumstances not so held to be invalid. It is hereby declared as the intent that this resolution would have been adopted had such invalid portion not been included herein

Section 5. Repealer. All laws and parts of laws in conflict with this resolution are hereby repealed.

Section 6. *Effective Date.* This resolution shall be effective the day following its passage by the Council of the City of Dawsonville, the health, safety, welfare, and general morality of the City of Dawsonville demanding it.

[execution on following page]

DRAFT

SO ADOPTED AND RESOLVED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
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

ATTEST:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 12

SUBJECT: BID SELECTION: WATER METER REPLACEMENT PROJECT

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO APPROVE RESOLUTION #R2022-04 TO AWARD THE BID TO M&E CONSTRUCTION, LLC IN THE AMOUNT OF \$912,945.00 TO BE PAID OUT OF THE FY 2023 CAPITAL ENTERPRISE BUDGET

HISTORY/ FACTS / ISSUES:

TWO BIDS RECEIVED AND OPENED BY J LAMAR ROGERS ON 04/28/2022:

- M&E CONSTRUCTION, LLC \$912,945.00
- D. LANCE SOUTHER, INC. \$940,419.01

OPTIONS:

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVING RESOLUTION AS PRESENTED AND AWARDING BID TO M&E CONSTRUCTION, LLC

REQUESTED BY: Jacob Barr, Utilities Operation Manager

RESOLUTION R2022-04

**A RESOLUTION OF THE CITY OF DAWSONVILLE
TO AWARD A CONTRACT CONCERNING THE WATER METER
REPLACEMENT PROJECT**

WHEREAS bids were received by the City of Dawsonville on April 28, 2022 for Water Meter Replacement, and

WHEREAS the low, responsible, responsive bidder is M& E Construction, LLC, of Forsyth, Georgia with a bid in the amount of \$912,945.00, and

WHEREAS the low bidder, M&E Construction, LLC, appears to have the necessary financial and technical ability to complete the project,

BE IT THEREFORE resolved the City of Dawsonville hereby makes contract award of the construction contract to the low bidder, M&E Construction, LLC of Forsyth, Georgia, in the amount of \$912,945.00.

THIS RESOLUTION was passed by a vote of ____ to ____ at a regular meeting of the Mayor and Council on May, 16, 2022.

MAYOR AND DAWSONVILLE CITY COUNCIL

By: _____
Mike Eason, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

John Walden, Councilmember Post 3

Mark French, Councilmember Post 4

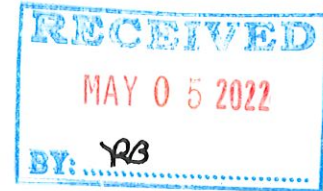
ATTEST:

Beverly A. Banister, City Clerk



ATLANTA
AUGUSTA
ST. SIMONS ISLAND

May 2, 2022



Mayor and Council
City of Dawsonville
415 Highway 53E, Suite 100
Dawsonville, Georgia 30534

Attn: Mr. Bob Bolz, City Manager

Re: City of Dawsonville
Water Meter Replacement
Project No. 222548

We have checked the bids received April 28, 2022, on subject project. A tabulation of the bids received is as follows:

<i>Contractor</i>	<i>Bid Amount</i>
1. M&E Construction, LLC Forsyth, Georgia	\$912,945.00
2. D. Lance Souther, Inc. Macon, Georgia	\$940,419.01

As indicated, the low bidder is M&E Construction, LLC of Forsyth, Georgia. Since the low bidder appears to have adequate experience, technical ability and financial capability to complete the project, we recommend contract award be made to M&E Construction, LLC in the amount of \$912,415.00.

We have enclosed a certified tabulation of the bids received and a sample resolution the City should consider adopting.

If the contract is awarded, we will proceed with preparation of the contract documents for execution by both the contractor and the City.


Yours truly,

J. Lamar Rogers, P.E.

JLR:sn
Enclosures

**CITY OF DAWSONVILLE , GEORGIA
WATER METER REPLACEMENT
PROJECT NO. 222548
CERTIFIED BID TABULATION
BIDS RECEIVED APRIL 28, 2022**

**THIS IS TO CERTIFY THAT THIS
IS A CORRECT TABULATION**


**J. Lamar Rogers, P.E.
Turnipseed Engineers
Atlanta, Georgia**

**CITY OF DAWSONVILLE, GEORGIA
WATER METER REPLACEMENT**

**M&E Construction, LLC
Forsyth, Georgia**

**D. Lance Souther, Inc.
Macon, Georgia**

For furnishing all materials and equipment and performing all labor necessary as specified for the following unit prices and approximate quantities shown.

ITEM

ITEM NO.	QTY.	UNIT DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.		METER REPLACEMENT				
a.	1,546	EA 5/8" x 3/4"	\$337.00	\$521,002.00	\$353.80	\$546,974.80
b.	74	EA 1"	\$475.00	\$35,150.00	\$572.60	\$42,372.40
c.	16	EA 1 1/2"	\$1,293.00	\$20,688.00	\$1,430.52	\$22,888.32
d.	35	EA 2"	\$1,559.00	\$54,565.00	\$2,021.68	\$70,758.80
e.	6	EA 3"	\$4,051.00	\$24,306.00	\$5,049.92	\$30,299.52
f.	1	EA 4"	\$5,019.00	\$5,019.00	\$6,420.40	\$6,420.40
2.		<u>System Implementation:</u> For furnishing all materials and equipment and performing all labor necessary for installation of advanced metering infrastructure software and hardware for meter reading, including backend compatibility with existing billing software, base stations, repeaters, propagation study, training and necessary appurtenances as specified, the lump sum of:		\$206,036.00		\$149,037.57
3.		For furnishing all materials and equipment and performing all labor necessary to GPS locate water meters within submeter accuracy prior to replacing meters (includes meters not being replaced), the amount of:				
	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	1,678	EA	\$15.50	\$26,009.00	\$30.00	\$50,340.00
	Subtotal amount bid, Items 1 through 3 inclusive, the amount of:			\$892,775.00		\$919,091.81

CITY OF DAWSONVILLE, GEORGIA
WATER METER REPLACEMENT

M&E Construction, LLC
Forsyth, Georgia

D. Lance Souther, Inc.
Macon, Georgia

EXTRA WORK IF ORDERED BY ENGINEER

ITEM						
NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
4.	10	EA	RETROFIT EXISTING METER WITH AMI TRANSMITTER (ANY SIZE)	<u>\$425.00</u>	<u>\$4,250.00</u>	<u>\$4,510.00</u>
5.	10	EA	INSTALL NEW METER BOX IN CONCRETE OR ASPHALT PAVEMENT	<u>\$419.00</u>	<u>\$4,190.00</u>	<u>\$3,436.40</u>
6.	10	EA	INSTALL NEW METER BOX IN GRASS, DIRT OR GRAVEL	<u>\$73.00</u>	<u>\$730.00</u>	<u>\$280.80</u>
7.	500	EA	REPLACE EXISTING CAST IRON METER BOX LID WITH COMPOSITE METER BOX LID	<u>\$22.00</u>	<u>\$11,000.00</u>	<u>\$13,100.00</u>
Subtotal amount bid, Items 4 through 7 inclusive, the amount of:					<u>\$20,170.00</u>	<u>\$21,327.20</u>
TOTAL AMOUNT BID, ITEMS 1 THROUGH 7 INCLUSIVE, THE AMOUNT OF:					<u>\$912,945.00</u>	<u>\$940,419.01</u>



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: LAND ACQUISITION: PURCHASE AND SALE AGREEMENT

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

Budget Amendment Request from Reserve: _____ Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE PURCHASE AND SALE AGREEMENT FOR LAND ACQUISITION

FUNDING SOURCE: SPLOST VII WITH BALANCE TO BE PAID OUT OF GENERAL FUND RESERVES WITH APPROVAL OF AGREEMENT

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Mike Eason, Mayor

PURCHASE AND SALE AGREEMENT
BETWEEN
JENKINS FAMILY ENTERPRISES, LP
AS SELLER
AND
CITY OF DAWSONVILLE, GEORGIA
AS PURCHASER

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2022, by and between JENKINS FAMILY ENTERPRISES, L.P., a limited partnership authorized to transact business in Georgia, ("Seller"), and CITY OF DAWSONVILLE, a Georgia Municipal Corporation ("Purchaser"). For the purpose of this Agreement and the interpretation thereof, the "Effective Date" for this Agreement shall be the date that the Clerk of the City of Dawsonville, attests to the approval of this transaction by the governing authority of the City of Dawsonville.

WITNESSETH:

In consideration of the Earnest Money (as defined in this Agreement), the mutual covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Purchaser and Seller agree follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase that property located on Highway 53 East, Dawsonville, Dawson County, Georgia being 17.34 +/- total acres; (the "Property"), being made up of tax-map parcel D04 013. A more particular description of the property is described in Exhibit "A", attached hereto and made a part hereof, by this express reference.

1.2 Permitted Exceptions. Seller will convey the Property subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article 3 hereof.

ARTICLE 2 PURCHASE PRICE & EARNEST MONEY

2.1 Purchase Price. The purchase price for the property is the sum of One Million Dollars (the "Purchase Price") (\$1,000,000.00) which is a lump sum amount not based on any per-acre price, but the parties hereto acknowledge and agree that even assessed as a per acre price, the compensation herein described is good, sufficient, and valuable consideration for the real property being sold.

2.2 Payment of Purchase Price. The Purchase Price is payable in full at Closing, without reduction, adjustment or setoff (other than for the Earnest Money and as expressly authorized in this Article and with respect to the closing adjustments and prorations set forth in Article 9), in cash, by check, or wire transfer of immediately available funds to a bank account designated by the Seller at or prior to Closing. Seller warrants that there is no existing indebtedness on the subject property, no liens against the property, and no amounts due and owing except such amount as may be assessed by the Dawson County Tax Commissioner for the year in which the subject Property is sold.

2.3 Earnest Money. Within two (5) business days after the Effective Date, Purchaser must deposit with Seller the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Earnest Money") either by check or by wire transfer. Seller shall hold the said Earnest Money in an interest-bearing account until the closing of this transaction.

**ARTICLE 3
TITLE AND SURVEY**

3.1 Seller's Title and Survey Deliveries. Not later than (10) business days following receipt by Seller of a fully executed counterpart of this Agreement, Seller will deliver to Purchaser:

- (i) a copy of Seller's existing owner's policy of title insurance, if any; and
- (ii) a copy of Seller's most recent survey of the Property, if any (the "**Existing Survey**").

3.2 Title Examination and Survey. Purchaser shall have the right to examine Seller's title to the Property, including, without limitation, matters of survey, prior to the expiration of the Inspection Period. In the event Purchaser is not satisfied with any matter affecting Seller's title to the Property disclosed by the Title Commitment or any matter of survey, Purchaser shall give written notice thereof to Seller prior to the expiration of the Inspection Period. If Purchaser fails or elects not to timely deliver its notice of objection to Seller as provided herein, Purchaser will be deemed to have waived any objection Purchaser may have as to matters of title and/or survey which were disclosed in the Title Commitment. If Purchaser timely delivers written notice of its objections, then Seller shall have the right, but not the obligation, to cure any such objections to Seller's title at or prior to the Closing. If Seller fails or elects not to cure any of Purchaser's objections prior to the Closing, Purchaser, at its election, may either (i) terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and neither party will have any further rights, duties or obligations hereunder (other than those which expressly survive a termination hereof), or (ii) waive such objection and consummate the transactions contemplated hereby without reduction in the Purchase Price. Liens against the Property may not be Permitted Exceptions, and in no event is Seller entitled to further encumber the Property from and after the Effective Date until either this Agreement terminates or the Closing occurs.

**ARTICLE 4
INFORMATION AND INSPECTION**

4.1 Seller's Deliveries. Seller has or will make available to Purchaser within 2 days following the Effective Date certain documentation pertaining to the Property (the "**Information Documents**") to the extent available and in the possession or control of Seller. The Information Documents include, without limitation, the following:

- (a) copies of all surveys, environmental reports and studies, architectural and engineering studies and reports, and other reports by third-party consultants pertaining to the Property (the "**Third-Party Reports**"); and
- (b) Real estate tax bills for the current and prior year;

In addition, to the extent the same are in the possession of Seller and do not constitute confidential information, Seller agrees to provide to Purchaser copies of any other Information Documents reasonably requested by Purchaser promptly following written notice requesting such other Information Documents.

4.2 Reliability of Information. The Information Documents and any additional information requested by Purchaser are being furnished to Purchaser for information purposes only. Purchaser acknowledges and agrees that it is accepting the Information Documents and other documents with the understanding that the information therein has been compiled by persons and entities other than Seller, and Seller has not verified and does not independently certify that the information contained therein is true,

correct or complete in all respects. With respect to the Third-Party Reports, Purchaser further acknowledges and agrees that it understands and has been informed by Seller that Seller has not and does not adopt or ratify the findings of the Third-Party consultants who prepared the Third-Party Reports, does not represent that the Third-Party Reports are accurate in all respects, and does not warrant or represent that the Third-Party Reports can or should be relied upon by Purchaser in making its investment decisions concerning the Property.

4.3 *Inspection Period Defined.* As used in this Agreement, the term “**Inspection Period**” means the period commencing upon the Effective Date and ending at 11:59 p.m. Eastern Time on the date which is one hundred and twenty (120) days after the Effective Date.

4.4 *Purchaser’s Obligation to Inspect.* During the Inspection Period (as hereinafter defined), Purchaser covenants and agrees that it will inspect the Property and otherwise use due diligence to determine the suitability of the Property as an investment by Purchaser, at its sole cost and expense. In addition to such other activities that Purchaser may determine to be appropriate to carry out such due diligence, Purchaser will do all of the following activities: (a) make such studies and investigations, conduct such tests and surveys and engage such independent contractors, environmental engineers, environmental consultants, and experts as necessary to enable Purchaser to evaluate any and all environmental risks associated with the ownership and operation of the Property and its compliance with “**Environmental Laws**” (as defined in Section 4.8); (b) conduct such investigation as Purchaser deems prudent with respect to the requirements of the USA Patriot Act of 2001, the Bank Secrecy Act, Executive Order 13324 (66 Fed. Reg. 49079) and other similar governmental requirements and (c) otherwise conduct a complete and thorough investigation and examination of the Property employing the highest levels of due diligence normally and customarily employed by sophisticated investors in commercial real estate investment transactions. From and after the Effective Date and until the earlier to occur of termination of this Agreement or Closing, Purchaser and its representatives and agents will have the right, upon reasonable prior notice, to enter upon the Property for the purpose of examining, inspecting and testing the Property.

4.5 *Purchaser’s Activities on Property.* Purchaser will be responsible for any and all losses, damages, charges and other costs associated with its examinations, inspections, and other activities conducted as a part of its due diligence, and immediately after conducting any such activities, Purchaser must return the Property to substantially the same condition as existed prior to such examinations, inspections and other activities. Purchaser must discharge any liens that attach against the Property as a result of its inspections by payment, bonding off or otherwise removing such liens promptly on demand.

4.6 *Purchaser’s Right to Terminate.* At any time prior to the expiration of the Inspection Period, Purchaser has the right to elect to terminate this Agreement if Purchaser determines that the Property is not suitable to Purchaser for any reason, including but not limited to a determination that the Property is not sufficient consideration for the purchase price called for in this Agreement. Any such election must be in writing, and upon timely receipt thereof by Seller, the Earnest Money will be refunded in full to Purchaser and thereupon this Agreement will be null and void and of no further force and effect whatsoever, except for the terms of this Agreement which expressly survive termination by Purchaser; provided, however, at Seller’s request, Purchaser will execute an instrument in recordable form that disclaims any and all continuing right, title and interest in and to the Property. If such instrument is requested by Seller, Seller agrees to provide such instrument to Purchaser promptly following termination of this Agreement.

4.7 *Continuing Agreement.* If Purchaser does not elect to terminate this Agreement prior to the expiration of the Inspection Period, then: (a) this Agreement will remain in full force and effect, and (b) Purchaser will be deemed to have accepted the Property on an “As Is” basis, subject only to the terms of this agreement and the terms and conditions set forth in the documents executed and delivered by Seller at Closing (“seller’s closing documents”), and (c) Purchaser will be deemed and agreed to accept title to the

Property subject to the Permitted Exceptions. In the event Purchaser does not elect to terminate this Agreement, then Seller's sole obligation with respect to the physical condition of the Property will be to deliver possession thereof to Seller in substantially the same physical condition, normal wear and tear excepted, as existed as of the expiration of the Inspection Period. Nothing contained herein shall limit the ability of the parties to contract for other or additional obligations not presently contained in this Agreement, which contractual terms must be in writing and signed by both parties.

4.8 Hazardous Materials. For the purposes hereof, the term "Hazardous Substances" shall mean substances defined as hazardous or toxic substances under Federal, state, or local environmental laws or regulations (collectively, "Environmental Laws"). To the best of Seller's knowledge, there is no asbestos, radon, PCB's, fluorocarbons, or other Hazardous Substances on, in, under or about the Property. Seller and its agents and employees have not used, generated, stored, transported, manufactured, treated, released or disposed of any Hazardous Substances on, in, under, or about the Property. There are not presently, and to the best of Seller's knowledge, have never been any storage tanks on or under the Property. Seller has no actual knowledge that the Property is in violation, or ever has been in violation, of any Environmental Laws. Seller has not received any notice or other communication, written or oral, from any governmental authority, alleging that the Property is in violation of any Environmental Laws, and to the best of Seller's knowledge, the Property is not currently under investigation by any such agency. Notwithstanding the foregoing, the preceding language does not apply to the presence, use, storage, manufacture, release or disposal of small quantities of Hazardous Substances that are generally recognized to be appropriate as normal and customary uses related to residential properties in general and the Property in particular and not in excess of any applicable legal limits provided for by the Environmental Laws.

4.9 Availability of Information. Purchaser acknowledges that it understands that the Information Documents and other information concerning the Property may be located in more than one location. **SELLER COVENANTS AND AGREES THAT IT SHALL, WITHIN THE TIME FRAMES CALLED FOR IN THIS AGREEMENT, COLLECT SAID INFORMATION AND DOCUMENTS AND PROVIDE THE SAME TO PURCHASER FOR PURCHASER'S REVIEW, AND THAT THE FAILURE OF SELLER TO SO PROVIDE INFORMATION AND DOCUMENTS TO PURCHASER SHALL ENTITLE PURCHASER TO TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING, AND RECEIVE A FULL REFUND OF THE EARNEST MONEY.**

ARTICLE 5 SELLER'S WARRANTIES & REPRESENTATIONS

5.1 Seller's Authority, Etc. Seller has the full right, power and authority to sell the Property, to execute and deliver this Agreement, to transfer all of the Property to be conveyed by Seller, to consummate or cause to be consummated the transactions contemplated in this Agreement and to otherwise perform as contemplated herein in accordance with the terms hereof, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been taken, or by the Closing will have been taken. The person signing this Agreement on behalf of Seller is authorized to do so and may bind the Seller without the joinder or cosignature of any other person, and this Agreement is binding upon and enforceable against Seller in accordance with its terms.

5.2 No Litigation. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property, Seller or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement.

5.3 Notices of Violations or Actions. Seller has not received any written notification from any governmental or public authority (a) that the Property is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Property as currently owned and operated or (b) that any work is required to be done upon or in connection with the Property, where such work remains outstanding and, if unaddressed, would have a material adverse effect on the use of the Property as currently owned and operated. Seller has not received prior to the Effective Date any written notification from any governmental or public authority, and the Seller has no knowledge, that the Property is the subject of any pending or threatened condemnation proceedings.

5.4 Environmental Notices. Except as set forth in any environmental assessment reports in Seller's possession and disclosed to Purchaser or as otherwise disclosed to Purchaser, to Seller's knowledge, Seller has received no written notification that any governmental or quasi-governmental authority has determined that there are any violations of any Environmental Laws.

ARTICLE 6 PURCHASER'S WARRANTIES & REPRESENTATIONS

6.1 No ERISA Funds. Purchaser is not acquiring the Property with the assets of an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and Purchaser is not aware of any facts or circumstances that would cause the transaction contemplated by this Agreement to be a "prohibited transaction" within the meaning of ERISA.

6.2 Purchaser's Authority, Etc. Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so and may bind Purchaser without the joinder or co-signature of any other person, and this Agreement is binding upon and enforceable against Purchaser in accordance with its terms. The generality of the foregoing provisions notwithstanding, Purchaser and Seller both acknowledge and recognize that the Agreement must be approved by Purchaser's governing authority, and that until such approval takes place in an open and public meeting, Purchaser is not and cannot be legally bound. Furthermore, until such time as the governing authority of Purchaser approves this Agreement, all parties recognize that the signature of any party on behalf of Purchaser is intended to indicate that Purchaser will consider the transaction upon the terms contained herein, and is not binding on the Purchaser or individual signing until all required actions and approvals for Purchaser have been obtained.

6.3 No Litigation. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement.

ARTICLE 7 COVENANTS AND EXECUTORY AGREEMENTS PENDING CLOSING

7.1 Purchaser's Due Diligence. Purchaser hereby covenants and agrees with Seller that Purchaser will in good faith discharge its obligations set forth in Article 4 with respect to its inspection and evaluation of all aspects of the Property.

7.2 Seller's Operations Pending Closing. Subject to the provisions of Article 11 hereof, from and after the Effective Date and continuing through Closing, Seller covenants and agrees to use

commercially reasonable efforts to operate, maintain and repair the Property in a manner that will preserve the status quo of the property up through and including the closing date.

ARTICLE 8 CONDITIONS TO CLOSING

8.1 *Conditions to Purchaser's Obligations.* Purchaser's obligation to close the purchase and sale of the Property is conditioned upon each and every one of the foregoing conditions precedent:

- (a) Seller has performed and observed in all material respects all covenants and agreements to be performed by Seller;
- (b) All of the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date of Closing; and
- (c) The transaction is approved by Purchaser's governing authority.
- (d) Purchaser has not terminated the agreement as permitted during the inspection period.

8.2 *Conditions to Seller's Obligations.* Seller's obligation to close the purchase and sale of the Property is conditioned upon each and every one of the foregoing conditions precedent:

- (a) Purchaser has performed and observed in all material respects all covenants and agreements to be performed by Purchaser under this Agreement; and
- (b) All of the representations and warranties of Purchaser contained in this Agreement are true and correct in all material respects as of the date of Closing.

ARTICLE 9 CLOSING

9.1 *Time and Place.* The consummation of the transaction contemplated hereby ("**Closing**") will be held at the law offices of _____ or such other location that the parties may mutually agree upon within sixty (60) days of the end of the Inspection Period. At Closing, Seller and Purchaser must perform their respective obligations set forth in this Article 9 and elsewhere in this Agreement (to the extent not previously performed), and the performance by each of them will be a concurrent condition of the performance of the obligations of the other

9.2 *Seller's Obligations at Closing.* At Closing, Seller will:

- (a) execute and deliver to Purchaser, in recordable form, a Warranty Deed, prepared by the Closing Attorney, conveying the Land and any Improvements, subject only to the Permitted Exceptions;
- (b) deliver to Purchaser possession and occupancy of the Property, subject to the Permitted Exceptions;

- (c) execute and deliver a closing statement prepared by the Closing Attorney (the “**Closing Statement**”) for the purchase and sale of the Property, in form and substance reasonably acceptable to Purchaser and Seller;
- (d) deliver to the Title Insurer any customary documents of assurance required by the Title Insurer to issue to the Purchaser an Owner Policy of Title Insurance subject to the Permitted Exceptions and in the base form without endorsement other than any endorsement which Seller has expressly; and
- (e) deliver such additional documents as are reasonably required to consummate the transactions contemplated by this Agreement, provided such additional documents do not impose upon Seller any additional obligations or expenses not otherwise provided for hereunder.

9.3 Purchaser’s Obligations at Closing. At Closing, Purchaser will:

- (a) pay to Seller the full amount of the Purchase Price in the manner and subject to the adjustments and credits described in Article 2 and Section 9.4;
- (b) join Seller in execution of the applicable instruments described in subsections 9.2;
- (c) deliver to Seller such evidence as Seller’s counsel and/or the Title Insurer may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser; and
- (d) deliver such additional documents as are reasonably required to consummate the transactions contemplated by this Agreement, provided such additional documents do not impose upon Purchaser any additional obligations or expenses not otherwise provided for hereunder.

9.4 Credits and Prorations.

(a) The following will be apportioned with respect to the Property as of 12:01 a.m. (local time at the Property), on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs:

- (i) 2022 ad valorem taxes and assessments levied against the Property; and
 - (ii) any other operating expenses, pre-paid expenses, or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located.
- (b) Ad valorem taxes for 2022 or any prior tax year and all penalties and interest owed thereon will be paid solely by Seller at or before closing.
 - (c) Seller shall pay all utility bills, if any, due and owing as of the date of the closing, and will facilitate the transfer of any such utilities into the name of Purchaser.
 - (d) The provisions of this Section 9.4 will survive the Closing.

9.5 Closing Costs. Seller will be responsible for the cost and expense associated with any transfer taxes arising from the sale of the Property and all brokerage commissions, if any, as set forth in Article 12. Purchaser will be responsible for the expense associated with all other closing costs. Seller and Purchaser will each pay the fees of their respective attorneys incurred in connection with this transaction.

ARTICLE 10 DEFAULT

10.1 Default by Purchaser. If Purchaser fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, or if Purchaser otherwise defaults under this Agreement, Seller will be entitled, as its sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

10.2 Default by Seller. In the event Seller fails to consummate this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser's sole and exclusive remedy will be either (a) to receive the return of the Earnest Money, together with its documented direct costs and expenses incurred in connection with its inspection of the Property and negotiations of the transaction contemplated by this Agreement, not to exceed \$15,000, which return will operate to terminate this Agreement and release Seller from any and all further liability hereunder; or (b) to bring a suit for specific performance, provided that any suit for specific performance brought by Purchaser must be filed within (60) days after the date originally scheduled for Closing, or such later date if Closing is extended as permitted in Agreement. Purchaser expressly waives the right to bring suit and covenants not to sue Seller at any time following the expiration of such 60 day period. Purchaser covenants that it shall not file a lis pendens or other similar notice against the Property except in connection with and after the proper and timely filing of a suit for specific performance.

ARTICLE 11 RISK OF LOSS

11.1 Minor Damage. In the event of loss or damage to the Property or any portion thereof which is not "major" (as hereinafter defined), this Agreement will remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option and Purchaser's consent, assigns to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller has with respect to any casualty insurance policies or condemnation awards relating to the premises in question, Seller hereby representing that it has full replacement cost insurance coverage on the Property. Seller agrees to and shall use commercially reasonable efforts to assist Purchaser in processing and receiving payment of any such claim. In the event that Seller elects to perform repairs upon the Property, Seller will use reasonable efforts to complete such repairs promptly and the date of Closing will be extended a reasonable time in order to allow for the completion of such repairs. If Seller elects to assign a casualty claim to Purchaser and Purchaser consents to the same, the Purchase Price will be reduced by an amount equal to the deductible amount under Seller's insurance policy. Upon Closing, full risk of loss with respect to the Property will pass to Purchaser.

ARTICLE 12 BROKERAGE COMMISSIONS

Purchaser and Seller both warrant each to the other that they have not used the services of a Real Estate Agent or Broker for this transaction, and that they have taken no actions nor signed any agreements which would make either of them responsible for any commission on the sale of this property. Seller agrees

that in the event there is such a claim, that Seller will escrow sufficient funds to satisfy the claim for a real estate commission, and will be responsible for any payment of commissions or fees (or the defense of any claim for commissions or fees) arising out of or related to this real estate transaction.

ARTICLE 13
MISCELLANEOUS

13.1 Public Disclosure. Any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Purchaser.

13.2 Discharge of Obligations. The acceptance of the Deed by Purchaser will be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

13.3 Assignment. This Agreement may be assigned by Purchaser to an entity affiliated with Purchaser, and Seller consents thereto.

13.4 Notices. Any notice pursuant to this Agreement must be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission or email sent to the intended addressee at the address set forth below with proof of successful transmission, or to such other address or to the attention of such other person as the addressee will have designated by written notice sent in accordance herewith, and will be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile or email transmission, as of the date of the facsimile or email transmission (or next business day if transmitted on a day other than a business day) provided that an original of such facsimile or email is also sent on the date of the facsimile transmission to the intended addressee by means described in clauses (a) or (b) above. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement will be as follows:

If to Seller: Jenkins Family Enterprises, L.P.
 340 Jesse Jewel Pkwy
 Ste 300
 Gainesville, GA 30501
 Attn: William D. Rhoads, Registered Agent

If to Purchaser: City of Dawsonville
 Attention: Bob Bolz
 415 Hwy 53 East
 Suite 100
 Dawsonville, GA 30534
 E-mail: citymanager@dawsonville-ga.gov

With a copy to: Kevin J. Tallant
Miles Hansford & Tallant, LLC
202 Tribble Gap Road, Suite 200
Cumming, GA 30040
Fax No.: (770)781-9191
Email: ktallant@mhtlegal.com

13.6 Modifications. This Agreement cannot be changed orally, and no executory agreement will be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

13.7 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the parties shall utilize the methods and procedures called for in O.C.G.A. § 1-3-1(d)(3). The final day of any such period will be deemed to end at 11:59 p.m., Eastern time.

13.8 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

13.9 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

13.10 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. The provisions of this Section 13.10 will survive Closing.

13.11 Counterparts; Facsimile Signatures. This Agreement may be executed in identical counterparts, and all such executed counterparts will constitute the same agreement. It will be necessary to account for only one such counterpart in proving this Agreement. Signatures to this Agreement transmitted by telecopy, facsimile, "DocuSign," electronic mail, or some other electronic means of affixing a signature to indicate assent will be valid and effective to bind the party so signing. Each party agrees to promptly deliver any execution original to this Agreement with its actual signature to the other party, but a failure to do so will not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement will be bound by its own signature sent by telecopy, facsimile, electronic mail, DocuSign or other means, and will accept the signature of the other party so transmitted.

13.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will nonetheless remain in full force and effect at the option of Purchaser.

13.13 Applicable Law. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Georgia.

13.14 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

13.15 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

13.16 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

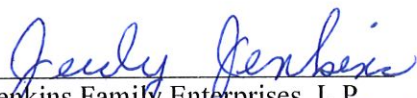
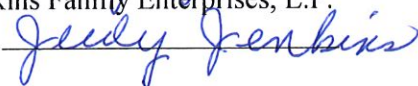
13.17 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination will operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

13.18 Time of the Essence. Time is of the essence in this Agreement.

13.19 Attorneys' Fees. In the event either party files a lawsuit in connection with this Agreement or any provisions contained herein, then the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages, as limited herein, reasonable attorneys' fees and costs of court incurred in such lawsuit. This covenant shall survive the Closing or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

SELLER:


Jenkins Family Enterprises, L.P.
By: 

PURCHASER:

CITY OF DAWSONVILLE

By: _____
Michael Eason, Mayor

Attestation

I, _____, Clerk of the City of Dawsonville, attest that on the ____ day of _____, 2022, the governing authority of the City of Dawsonville approved the transaction called for in this agreement in an open meeting by a vote of _____. I furthermore attest to the signature of the Mayor of the City of Dawsonville on this document. Based upon the approval by the governing authority, the Effective Date of this Agreement is and shall be _____.

Beverly Banister, Clerk, City of Dawsonville, Georgia

(SEAL)



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: **FAMILY CONNECTION EVENT: REQUEST FOR ROAD CLOSURE AND PERMIT FEE WAIVER**

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO CONSIDER APPROVAL FOR

A. ROAD CLOSURE

B. PERMIT FEE WAIVER

PRESENTATION WILL BE PROVIDED BY FAMILY CONNECTION

HISTORY/ FACTS / ISSUES:

- **THIS IS A RESOURCE FAIR ORGANIZED BY DAWSON COUNTY FAMILY CONNECTION.**
- **EVENT TO BE LOCATED AT MAIN STREET PARK FRIDAY, JULY 29, 2022– EVENT START TIME AND END TIME IS FROM 6:00 PM – 11:00 PM**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



— DAWSON COUNTY —
family connection™

PO Box 872
96 Academy Avenue
Dawsonville, Ga 30534
Dawson.gafcp.org

Coordinator

Rebecca Bliss
706-265-1981 ext 60080
rbliss@dawsonfamilyconnection.org

Board Members

Sue Seldomridge (Chair)
Ben Barrett
Mandy Power
Natalie Johnson
Billy Thurmond
Buffie Hamil
Cara Bowen
Charlene Jones
Clark MacAllister
Damon Gibbs
Dawn Johnson
Jeff Johnson
Jeremy Merritt
John Cronan
Joe Stapp
John Walden
Kathy Russell
Sharon Fox

April 29, 2022

Mayor Mike Eason
City of Dawsonville
415 Hwy 53 #100
Dawsonville, Ga 30534

Re: Request to Waive Permit Application Fee

Dear Mayor Eason,

This letter has been prepared by Dawson County Family Connection, Inc. to request the permit application fee in the amount of \$50.00 for our "A Family Fair" event being held on July 29, 2022 be waived. Dawson County Family Connection is a local non-profit with two current focuses/strategies:

- to improve family stability and
- to improve mental wellness in the Dawson County community.

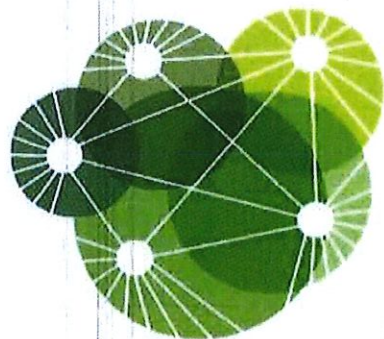
The "A Family Fair" event was conceptualized with both of these focuses in mind by Dawson County Family Connection's Mental Wellness Coalition with the hopes it will be an event that:

- connects families with each other,
- connects families with the community,
- and connects families with the resources available to them.

Your generous support will be of great financial benefit to our Mental Wellness Coalition allowing our funds to be used to help provide free food to event participants. We appreciate your consideration of our request as we work diligently for the betterment of Dawson County's children and families.

Sincerely,

Rebecca Bliss
Coordinator



A Georgia Family Connection Collaborative: Providing leadership through collaboration with all segments of the community for the well being of families and children.



— GEORGIA —
family connection
PARTNERSHIP

ALLEN STREET -->>



INFO/DCFC -->>



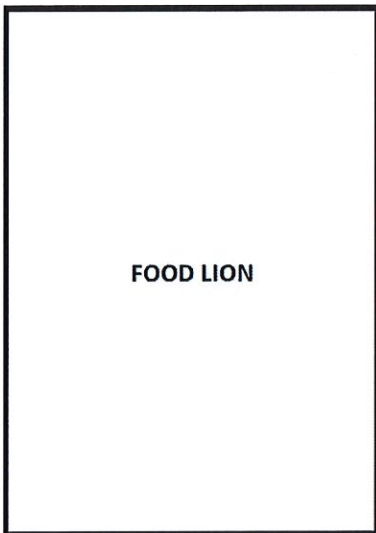
PARK MAIN ENTRANCE -->>

AGENCIES/VENDORS -->>

MOVIE -->>
WATCHERS



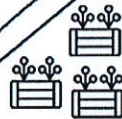
MOVIE -->>
SCREEN



FOOD LION



FOOD -->>



MEMORY LANE -->>

Attachment 1

- Seating
- Supplies
- Power source (if needed)
- Cooking supplies (if needed)
- Each agency/vendor is responsible for their own setup (to begin at 4:30pm day of event).
- Each agency/vendor is responsible for their own breakdown (to begin at movie start, approximately 8:45pm).
- Each agency/vendor is responsible for removing their own trash.
- **Cooking**
 - It is the Mental Wellness Coalition's hope to be able to provide FREE dinner for fair goers consisting of hamburgers and/or hotdogs, chips, dessert, and drink.
 - Agencies will be self-providing all food.
 - Agencies will be self-preparing food (i.e., grilling hamburgers and hot dogs).
 - It is the Mental Wellness Coalition's hope to be able to provide popcorn and/or cotton candy for children watching the outdoor movie.
- **Parking**
 - Reliant on parking available.
 - Main Street Park
 - GRHOF
 - Board of Education
 - Professional Development Center
 - Dawson County Library

Attachment 1

- **Event Description**
 - The Mental Wellness Coalition initiated by Dawson County Family Connection would like to present an opportunity for our fellow non-profit/social service agencies to connect with the community.
 - A "Family Fair" was envisioned a FREE, family-friendly event/resource fair where local agencies who serve the Dawson County community can connect with/educate the public on local resources available (i.e., food pantries, mental wellness services, faith-based services, etc.) all while providing an opportunity for families to connect with each other and to their community.
 - Information table will be set up at Pavilion 1 (Dawson County Family Connection).
 - Registered agencies/vendors will set up their tables/tents on sidewalk areas around the perimeter of the grass amphitheater.
 - Grills/coolers/tables/etc. will be set up at Pavilion 3.
 - Outdoor movie and seating will be setup on the grass amphitheater lawn.
 - Movie provided by *Southern Outdoor Cinema*.
 - Movie to be shown not yet determined. (G or PG rated).
- **Number of people expected to attend event**
 - Best estimate as this is first time presenting this event to the public: **750-1200** (300 families on average served by Community Collaborative with two-four members per family).
- **Life Safety Issues**
 - All activities planned are simple, family-friendly, "field day" type activities meant to be fun and not physically taxing; therefore, **no life safety issues are expected.**
- **Agencies/vendors**
 - Agencies/vendors will consist of the following:
 - Local non-profits
 - Those who offer resources/social services to the community including:
 - Members of the Dawson County Community Collaborative
 - Faith-based organizations
 - Mental wellness providers
 - Children's service providers
 - Student support
 - Support groups
 - Substance abuse
 - Parenting
 - Bereavement
 - All agencies/vendors will pre-register with Dawson County Family Connection and pay a \$25.00 registration fee to cover expenses of event (i.e., advertising, supplies, etc.).
 - Expecting 20+ agencies/vendors to participate (with approximately two or more representatives/agency).
 - Each agency/vendor is responsible for bringing their own:
 - Tent
 - Table



City of Dawsonville
 415 Hwy 53 E, Suite 100
 Dawsonville, GA 30534
 Phone (706)265-3256
 Fax # (706)265-4214
 Email: permit.tech@dawsonville-ga.gov

Permit Application for:
 Parades, Public Assemblies,
 Demonstrations, and Rallies
 in Public Places

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

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

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

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

1. Name of Event: A Family Fair PARADE RALLY OTHER Resource Fair
2. Location of Event: Main Street Park 415 Hwy 53E, Dawsonville, Ga 30534 PUBLIC DEMONSTRATION
3. Date(s) of Event: Friday, July 29, 2022 PUBLIC ASSEMBLY
- Time of Event: Start: 6:00 ~~a.m.~~ / p.m. End: 11:00 ~~a.m.~~ / p.m. ROAD CLOSING 6:00pm-11:00pm Hrs.
- NON-PROFIT (please provide 501 (c)(3) Information) PROFIT

4. Provide information listed below for the main contact person responsible for the organization of this event:

Name: Rebecca Bliss	Title: Coordinator
Organization: Dawson County Family Connection	Telephone #: 706-265-1981
Email Address:	Cell Phone #:
Address: 96 Academy Avenue City: Dawsonville State: GA Zip Code: 30534	

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

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

Name:	Title:
Organization:	Telephone #:
E-Mail Address:	
Address: City: State: Zip Code:	

RECEIVED
 APR 29 2022
 BY: ES

6. Expected number of participants: 20+ agencies/vendors and approximately 750 event attendees
7. Physical description of materials to be distributed: Information regarding local resources & promotional items
8. How do participants expect to interact with public? Each agency to host a family-friendly, field day type activity
9. Route of event: (attach a detailed map of the route) N/A

- 9.a. Number and type of units in parade: _____
- 9.b. Size of the parade: _____
10. Will any part of this Event take place outside the City Limits of Dawsonville? No
 If YES, do you have a permit for the event from Dawson County? _____ Date Issued: _____ * Attach Copy
11. Do you anticipate any unusual problems concerning either police protection or traffic congestion as a consequence of the event? No If YES, please explain in detail: _____

12. If road closures are needed, which roads do you anticipate closing and for how long would each be closed? Road inside of park to be closed.

13. List all Prior parades or public assemblies, demonstrations, or rallies in a public place within the city limits of Dawsonville for which you obtained a permit in the last 12 months: (Include dates (month/year) – attach separate sheet, if necessary). No prior permits applied for.

Details: Please outline what your event will involve: (number of people – life safety issues – vendors – cooking – tents – rides – handicap parking – egress) attach separate sheet if necessary. Also, in event outline please include setup, teardown and clean up. See Attachment 1

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

What participation, if any, do you expect from the City of Dawsonville? City of Dawsonville has expressed a desire to be co-sponsor of this event, has offered to help with advertising of event, and extend park hours dependent on movie end.

What participation, if any, have you arranged from Dawson County Emergency Services? No participation expected, DCEMS has been notified of date/time/location of event.

What participation, if any, have you arranged from the Dawson County Sheriff Department? No participation expected, DCSO has been notified of date/time/location of event.

What participation, if any, have you arranged from the Dawsonville History Museum (GRHOF)? No participation expected, but is invited to participate as an agency/vendor.

What participation, if any, have you arranged from the Environmental Health? (Any food service requires inspection from the health department.) Waiting response from Bill Ringle from Environmental Health (04/29/2022)

Insurance Requirements: (circle that apply)

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

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

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

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

Additional information/comments about liability insurance: Insurance policy from Dawson Insurance in process of producing 04/29/2022

Additional information/comments about this application: _____



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15

SUBJECT: VEHICLE PURCHASES FOR PUBLIC WORKS AND UTILITY DEPARTMENT

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

Funds Available from: Enterprise Fund
 Annual Budget Capital Budget Other SPLOST VI

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL FOR THE PURCHASE OF TWO 2022 CHEVROLET 1500 SILVERADOS IN THE AMOUNT OF \$39,027.00 EACH

**FUNDING SOURCE: PUBLIC WORKS VEHICLE TO BE PAID OUT OF SPLOST VI
UTILITY DEPT VEHICLE TO BE PAID OUT OF FY 2022 ENTERPRISE BUDGET**

HISTORY/ FACTS / ISSUES:

THE FOLLOWING BID WAS OBTAINED:

- **JOHN MEGEL CHEVROLET \$39,027.00**

COULD NOT OBTAIN BIDS FROM DODGE OR FORD; THEY CANNOT CURRENTLY ORDER ANY NEW VEHICLES

OPTIONS:

APPROVE, DENY OR TABLE

RECOMMENDED SAMPLE MOTION:

STAFF RECOMMENDS APPROVAL OF BOTH VEHICLES

REQUESTED BY: Jacob Barr, Utilities Operation Manager and
Trampas Hansard, Public Works Director



Vehicle Locator

Detail Report for Customer

JOHN MEGEL CHEVROLET, LLC
 1392 HWY 400 SOUTH, DAWSONVILLE, GA, 30534
 706-265-5400

Customer/Company:
 Address:

Sales Consultant:

Bradley Scoggins

Vehicle #1: 2022 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	BNXBW3	\$47,935.00	N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK10543-4WD, Short Crew

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHT-10-Speed Automatic

Options: 1WT-Work Truck Preferred Equipment Group

AKO-Glass, Deep Tinted

AQQ-Keyless Remote Entry

AU3-Power Door Locks

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BG9-Floor Covering: Rubberized Vinyl, Black

C49-Defogger, Rear Window, Electric

C5Y-GVW Rating 7100 Lbs

DLF-Mirrors, O/S: Power, Heated

E63-Durabed

FE9-Federal Emissions

G80-Auto Locking Differential, Rear

GAZ-Summit White

GU5-Rear Axle: 3.23 Ratio

H2G-1WT-Vinyl, Jet Black, Interior Trim

IOR-Chevrolet Infotainment, 7" Color Screen

K34-Cruise Control

KC4-Cooler, Engine Oil

KI4-120 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

KW7-Alternator, 170 AMP

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

MHT-10-Speed Automatic

PCV-1WT Convenience 1 Package

PEB-1WT Value Package

QDV-Tires: 265/70 R17 All Terrain, Blackwall

QK1-Standard Tailgate

QT5-Tailgate Function--EZ Lift, Power Lock & Release

R6Y-OPD / Focused Ordering Configuration Not Desired

RD6-Wheels: 17" Steel - Painted Ultra Silver

SAF-Spare Tire Lock

TQ5-Headlamps, Intellibeam

UBI-2-USBs, Second Row Charge/Data Ports

UE4-Following Distance Indicator

UEU-Sensor, Forward Collision Alert

UHX-Lane Keep Assist/Departure Warning

UHY-Automatic Emergency Braking

UKJ-Sensor, Front Pedestrian Braking

UQF-Speaker System: Standard Sound System

UVB-Rear Vision Camera, HD

V76-Recovery Hooks

VBJ-LPO - Under Seat Storage

XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall

YM8-LPO Processing Option

Z82-Trailer Package

MSRP - 47,935

SALE PRICE - \$39,037

Vehicle #2: 2022 Chevrolet 1500 Silverado	VIN/Order # BNXBW4	MSRP \$47,935.00	Stock # N/A
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK10543-4WD, Short Crew

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHT-10-Speed Automatic

Options: 1WT-Work Truck Preferred Equipment Group

AKO-Glass, Deep Tinted

AQQ-Keyless Remote Entry

AU3-Power Door Locks

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BG9-Floor Covering: Rubberized Vinyl, Black

C49-Defogger, Rear Window, Electric

C5Y-GVW Rating 7100 Lbs

DLF-Mirrors, O/S: Power, Heated

E63-Durabed

FE9-Federal Emissions

G80-Auto Locking Differential, Rear

GAZ-Summit White

GU5-Rear Axle: 3.23 Ratio

H2G-1WT-Vinyl, Jet Black, Interior Trim

IOR-Chevrolet Infotainment, 7" Color Screen

K34-Cruise Control

KC4-Cooler, Engine Oil

KI4-120 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

KW7-Alternator, 170 AMP

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel

Mgt, V V T

MHT-10-Speed Automatic

PCV-1WT Convenience 1 Package

PEB-1WT Value Package

QDV-Tires: 265/70 R17 All Terrain, Blackwall

QK1-Standard Tailgate

QT5-Tailgate Function--EZ Lift, Power Lock & Release

R6Y-OPD / Focused Ordering Configuration Not Desired

RD6-Wheels: 17" Steel - Painted Ultra Silver

SAF-Spare Tire Lock

TQ5-Headlamps, Intellibeam

UBI-2-USBs, Second Row Charge/Data Ports

UE4-Following Distance Indicator

UEU-Sensor, Forward Collision Alert

UHX-Lane Keep Assist/Departure Warning

UHY-Automatic Emergency Braking

UKJ-Sensor, Front Pedestrian Braking

UQF-Speaker System: Standard Sound System

UVB-Rear Vision Camera, HD

V76-Recovery Hooks

VBJ-LPO - Under Seat Storage

XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall

YM8-LPO Processing Option

Z82-Trailer Package

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

SUBJECT: MAPLE HILL DRIVE DETENTION POND – INITIAL CLEANOUT COST AND FUTURE MAINTENANCE FEES

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

- Funds Available from: _____ Annual Budget: _____ Capital Budget _____ Other
 Budget Amendment Request from Reserve: _____ Enterprise General Fund

PURPOSE FOR REQUEST:

1. REQUEST FOR APPROVAL OF INITIAL CLEANOUT COST FOR MAPLE HILL DRIVE DETENTION POND IN THE AMOUNT OF \$10,050.00 AND TO REQUEST APPROVAL FOR A FY2022 GENERAL FUND BUDGET AMENDMENT TO FUND THE COST
2. REQUEST FOR APPROVAL OF MONTHLY STORMWATER INFRASTRUCTURE MAINTENANCE AND ADMINISTRATIVE FEE FOR FUTURE MAINTENANCE OF THE DETENTION POND IN THE AMOUNT OF \$16.50 PER MONTH, PER PROPERTY OWNER

HISTORY/ FACTS / ISSUES:

- RECEIVED THREE ESTIMATES FOR THE REQUIRED INITIAL MAINTENANCE WORK IN THE AMOUNT OF \$22,000.00, \$14,663.96 AND \$10,050.00.
- MONTHLY FEE INCLUDES SERVICES FOR THE ADMINISTRATIVE DUTIES, INSPECTIONS, ATTORNEY LIEN DOCUMENTS, LIEN DOCUMENT RECORDINGS AND YEARLY MAINTENANCE.

OPTIONS:

Approve, Deny or Postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

David Picklesimer

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	

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



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: MAIN STREET PAWN BROKER LICENSE FEE REDUCTION REQUEST

CITY COUNCIL MEETING DATE: 05/16/2022

PURPOSE FOR REQUEST:

LICENSE HOLDER IS REQUESTING A REDUCTION OR WAIVE 2022 ANNUAL PAWN BROKER LICENSE FEE OF 1,025.00.

HISTORY/ FACTS / ISSUES:

1. BUSINESS IS IN POST 3 COUNCIL MEMBER JOHN WALDEN DISTRICT.
 2. BUSINESS ADDRESS IS 236 HWY 53W SUITE 130.
 3. CURRENT LICENSE HOLDER HAS BEEN IN BUSINESS FOR TWO YEARS.
 4. CITY COUNCIL APPROVED A FIFTY PERCENT REDUCTION OF PAWN BROKER LICENSE FEE FOR 2021.
-

OPTIONS:

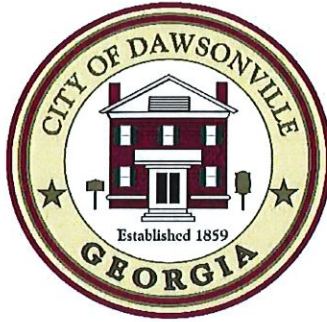
Approve, deny, postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer

Planning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



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

Date: May 6, 2022

To: Mayor and City Council

Reference: Main Street Pawn 2022 Pawnbroker License

Mr. Mayor and Council,

The owner of Main Street Pawn has submitted a request to reduce or waive the annual 2022 Pawnbroker license fee. The fee schedule in City Ordinance Chapter 2 Article IV Sec 2-110. (4) 8-505(4) requires 1,025.00 annual Pawnbroker license fee. Council approved a fifty percent reduction of the Pawnbroker license in 2021. The reduced or waived license fee if approved will expire 12/31/2022.

Sincerely,

A handwritten signature in blue ink, appearing to read "DP", is written over the name and title of the sender.

David Picklesimer
Planning Director

Mr. David Picklesimer

02/01/2022



I'm writing this letter in hopes that I can avoid having to go in front of the City Council. I know you are aware that I was diagnosed with Cancer this past year and had to close my shop multiple times due to treatments and not to mentioned Covid as well, so it has been extremely hard for me to keep up with all my expenses due to not having much income. I believe it is important for my shop to stay opened for our community. I follow all the ATF and FFL guidelines and have a POS system (Point of Sale) that goes directly to Dawson County Sheriff's office daily.

I am asking to try to waive a portion of or all the amount to renew my Pawn Broker Licenses if you could please help me that would be much appreciated. I would really like to avoid having to go in front of the community or having a zoom conference.

Thank you

Erika Smith

A large, elegant handwritten signature in blue ink that reads "Erika Smith".



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

(706)265-3256

Payment Due Upon Receipt

INVOICE #
I2200444

INVOICE DATE: 12/17/21
 DUE DATE: 01/16/22

ACCOUNT ID: MAINS005 PIN: 9566 MAINSTREET PAWN ERIKA SMITH ERIKA SMITH 236 HWY 53 WEST STE 130 DAWSONVILLE, GA 30534

LICENSE INFORMATION
 LICENSE ID: L2200119
 NAME: MAINSTREET PAWN
 LOCATION: 236 HIGHWAY 53 WEST, STE 130

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		PAWNBROKER ANNUAL LICENSE		
1.0000	B-020	PAWNBROKER ANNUAL LICENSE FEE	1,025.000000	1,025.00
			TOTAL DUE:	<u>\$ 1,025.00</u>
		Prn Payment: 03/31/22 CK 204		-300.00
			BALANCE:	<u>\$ 725.00</u>

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

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

INVOICE #: I2200444
 DESCRIPTION: PAWNBROKER ANNUAL LICENSE
 ACCOUNT ID: MAINS005 PIN: 9566
 DUE DATE: 01/16/22
 TOTAL DUE: \$ 725.00

MAINSTREET PAWN
 ERIKA SMITH
 ERIKA SMITH
 236 HWY 53 WEST STE 130
 DAWSONVILLE, GA 30534





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 18

SUBJECT: **BUILDING PERMIT FEE WAIVER REQUEST- 83 ROBINSON ROAD**

CITY COUNCIL MEETING DATE: 05/16/2022

PURPOSE FOR REQUEST:

REQUESTING A PERMIT FEE WAIVER FOR ELECTRICAL METER BASE REPLACEMENT.

HISTORY/ FACTS / ISSUES:

- 1. PERMIT APPLICANT IS IN POST 3 COUNCIL MEMBER JOHN WALDEN DISTRICT.**
- 2. ADDRESS IS 83 ROBINSON ROAD.**
- 3. METER BASE MUST BE REPLACED DUE TO EQUIPMENT FAILURE.**
- 4. DUKE ELECTRIC COMPANY IS PROPERLY LICENSED AND COMPLETING THE METER BASE REPLACEMENT.**
- 5. PERMIT FEE AMOUNT 200.00.**

OPTIONS:

Approve, deny, postpone

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: David Picklesimer



City of Dawsonville
 415 HIGHWAY 53 STE 100
 DAWSONVILLE, GA 30534

ATTN: Beverly Banister, City Clerk
 (706)265-3256

INVOICE #
I2201131

INVOICE DATE: 05/06/22
 DUE DATE: 06/05/22

CARI BENNETT
 83 ROBINSON ROAD
 Dawsonville, GA 30534

PERMIT INFORMATION
 PERMIT NO: C2200168
 LOCATION: 83 ROBINSON ROAD
 OWNER: HIGGINS, CAROLYN IRENE

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit No: C2200168		
1.0000	P-0001	RES CERTIFICATE OF COMPLETION Permit No: C2200168	50.000000	50.00
1.0000	P-0097P	PERMIT REVIEW FEE Permit No: C2200168	50.000000	50.00
1.0000	P-0107G	INSPECTION Permit No: C2200168	100.000000	100.00
			TOTAL DUE:	<u>\$ 200.00</u>

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of Dawsonville
 415 HIGHWAY 53 STE 100
 DAWSONVILLE, GA 30534

INVOICE #: I2201131
 DESCRIPTION: Permit No: C2200168
 ACCOUNT ID:
 DUE DATE: 06/05/22
 TOTAL DUE: \$ 200.00

CARI BENNETT
 83 ROBINSON ROAD
 Dawsonville, GA 30534





City of Dawsonville
 415 Highway 53 East Suite 100
 Dawsonville, Georgia 30534
 Phone: 706.203.4924
 permit.tech@dawsonville-ga.gov

**Residential Building / Other
 Permit Application**

Project Name/Subdivision: _____ Historic District: _____

Project Address: _____ Parcel #: _____

Lot #: _____ Projected Building Cost/Valuation: \$ _____

Property Owner: Cari Bennett _____ Contact: _____

Cell Phone #: _____ E-Mail: _____

Address: 83 Robinson Rd City: Dawsonville State: GA Zip: 30534

General Contractor & Subcontractors must be State Licensed and have a current Business License.

GC Name/Company: _____ Contact: _____

Cell Phone #: _____ E-Mail: _____

Address: _____ City: _____ State: _____ Zip: _____

Electrical Contractor: Duke Electric Company Contact: Shawn

Cell Phone #: _____ E-Mail: _____

Plumbing Contractor: _____ Contact: _____

Cell Phone #: _____ E-Mail: _____

HVAC Contractor: _____ Contact: _____

Cell Phone #: _____ E-Mail: _____

Other Contractor: _____ Contact: _____

Cell Phone #: _____ E-Mail: _____

Zoned: _____ **Minimum Zoning Requirements: Setbacks:** Front _____ Rear _____ Right _____ Left _____

Utility Providers: Water: _____ Sewer: _____ Power: _____ Gas: _____

Stories: _____ **Rooms:** _____ **Baths:** _____ **Bedrooms:** _____ **Required Heated Square Footage:** _____

Building Permit	Fee	Sq. Ft.	Cost
Covered Space	\$0.35 per square ft.		
Uncovered Space	\$0.20 per square ft.		
Certificate Occupancy Fee	\$50.00	—	
Permit Review Fee	\$50.00	—	
Minimum Permit Fee	100.00		
Retaining Wall Plan Review Fee > 6' ft	\$750.00		
Retaining Wall Building Permit Fee > 6' ft	\$250.00		
Retaining Wall Inspection Fee > 6' ft	\$200.00		
Residential Building Inspection Fee	\$500.00		
Generator Permit Inspection Fee	100.00	✓	
Accessory Building Permit Inspection Fee	\$200.00		
1 st 6 Months Renewal Fee	\$200.00		
2 nd 6 Months Renewal Fee	\$400.00		
NOI Fee	\$40.00 per acre		
		Total:	\$ 200.00



City of Dawsonville
 415 Highway 53 East Suite 100
 Dawsonville, Georgia 30534
 Phone: 706.203.4924
 permit.tech@dawsonville-ga.gov

**Residential Building / Other
 Permit Application**

Other Permits	Fee	Sq. Ft. / Qty.	Cost
Demolition (each structure)	\$50.00		
Swimming pool (in-ground/private)	\$0.35 per square ft.		
Swimming pool deck (aboveground/private)	\$0.20 per square ft.		
Swimming Pool Inspection Fee	\$325.00		
Moved structures, flat rate	\$200.00		
New communication tower	\$500.00		
New communication tower review	\$200.00		
Communication tower (co-locate & repair)plus mechanical fees	\$250.00		
		Total:	\$

Permit Cards MUST be posted at the location prior to any work being done. Cards shall be visible from the street and protected from the weather. Non-posting of permit cards constitutes a reinspection and a \$60.00 reinspection fee. All failed inspections will be charged \$60.00 reinspection fee. All plans and construction shall be in accordance with International Construction Code (ICC), as adopted per the City of Dawsonville Code of Ordinances; Article II Section 102-19. Exterior wall with a fire separation distance less than twenty feet of any structure designed for human occupancy or lot/property line shall have not less than a one-hour UL approved fire-resistive rating with exposure from both sides. Permits may be reinstated up to two (2) separate six (6) month extensions (with fee). Prior to reinstating a permit, the planning director shall determine if a new plan review and plan revision is required.

Name of Applicant (print) Cari Bennett **Title:** _____

Company: _____ **Cell Phone #:** _____

E-mail: _____

Applicant's Signature: *Cari Bennett* **Date:** 5/10/2022

Residential Building Permit Checklist

- Completed permit application and signed release form.
- Approved recorded plat (available at the Dawson County Clerk of Courts Office).
- Site plan with setbacks, easements labeled, and proposed structure labeled. Show and label the size and location of proposed and existing structures on the site and distances from lot lines. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site, also a site staking inspection shall occur prior to digging any footing for the construction.
- Labeled floor plans with dimensions and rooms labeled (8.5 by 11 only).
- Water/Sewer tap fee receipt (from City of Dawsonville or EWSA).
- Septic Tank Permit as applicable (copy from Dawson County Environmental Health).
- Restroom Facilities "Port-a-John" permits as applicable (copy from Dawson County Environmental Health).
- Driveway Permit as applicable. (depends on the right of way, Dawson County, City of Dawsonville, GDOT).
- Provide a copy of builder's business license/city registration/state card for trades doing work.
- Provide UL cut sheet for fire-resistive rated walls, common and exterior walls.
- Work commencing before permit issuance will be charged 100% of usual permit fee.



FORSYTH COUNTY BUSINESS LICENSE

Issue Date:
January 1, 2022

Expiration Date:
December 31, 2022

Business Name:
Duke Electric Company Inc

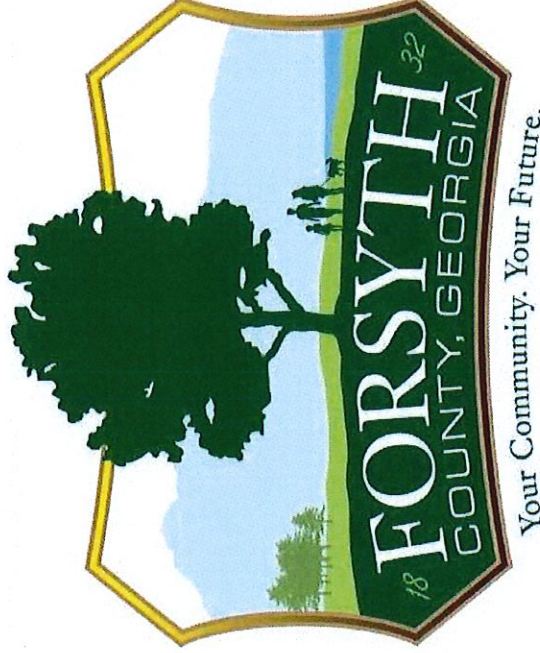
License #: 8600620

Business Location:
3111 GLEN WALLACE DR
CUMMING, GA 30040

NAICS Code #: 238210

Business Owner:
George Peterman, Sheree Flanagan

Business Description:
Electrical Contractors and
Other Wiring Installation
Contractors



Amy Kinnade

LICENSE OFFICIAL



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. EN212580

George Shawn Peterman

3111 Glen Wallace Drive
Cumming GA. 30040

Electrical Contractor- Non Restricted

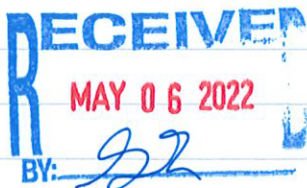
EXP DATE - 06/30/2024 Status: Active
Issue Date: 11/29/2000

5/6/2022

I, Cari Bennett, am requesting for the City Council to waive the permit application fee of \$200.00.

Sincerely,

Cari L. Bennett
Cari L. Bennett





DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 19

SUBJECT: **ELECTRIC VEHICLE CHARGING STATION PRESENTATION**

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

1. **TO PRESENT THE DETAILS CONCERNING A POTENTIAL SITE TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS AT MAIN STREET PARK BY INDIGO ENERGY**
 2. **TO CONSIDER APPROVAL OF AGREEMENT WITH INDIGO ENERGY FOR EV CHARGING STATIONS CONTINGENT UPON APPROVAL OF THE CITY ATTORNEY**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 20

SUBJECT: FY 2022-2023 PROPOSED BUDGET PRESENTATION

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

PRESENTATION OF THE FY 2022-2023 PROPOSED BUDGET

HISTORY/ FACTS / ISSUES:

- **COPIES OF THE DRAFT BUDGET WILL BE PRESENTED TO MAYOR AND COUNCIL AT THE MEETING**
- **ONCE PRESENTED TO CITY COUNCIL, DRAFT BUDGET WILL BE POSTED TO THE WEBSITE AND AVAILABLE TO THE PUBLIC UPON REQUEST**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 21

SUBJECT: _____ **STAFF REPORT: CITY MANAGER** _____

CITY COUNCIL MEETING DATE: 05/16/2022

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PROVIDE PROJECT UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER REPORT
MAY 10 FOR MAY 16, 2022, MEETING

Administrative Offices for Utility and Public Works: The building is dried in, and the plumbing installation is complete. The electrical wiring was waiting on a meter base that was held up because of supply issues but is now in place. Inspection soon, then insulation, and sheetrock.

COVID: We currently have no employees out on COVID quarantine.

ARPA Funding: We received \$3 million grant for the wastewater treatment plant. The \$500,000.00 for the well was denied and we await word on grants for the airport and the museum.

SPLOST VII Collections: We received our first SPLOST VII check for \$719,789.30 on 05/04/2022 .

Friday Night Food Truck Night: We hosted our first Friday Night Food Truck Night on May 6th, and it was outstanding despite Mother Nature trying to scare us into cancellation. The food vendors did well, with most selling out. The Robinson Elementary Living Wax Museum was very popular. This year's remaining events are scheduled for:

- June 3rd
- July 1st
- August 5th
- September 9th
- October 7th
- November 19th - Christmas Tree Lighting & Parade

Main Street Park Additions & SPLOST VII: Staff are developing plans and getting cost estimates for a basketball court, an addition to the skate park, pickle ball courts, shade options, and stage opportunities for Main Street Park utilizing SPLOST VII funds. A nine-hole disc golf course has been laid out and materials are ordered.

ARC Grant – Downtown Strategic Plan: The final grant application has been submitted to the Appalachian Regional Commission for a downtown strategic plan. We anxiously await word.

Water First Program: Chuck Butterfield, formerly of GTB now with CEC is drafting a proposal to prepare the city's involvement in the Water First Program.

Commission Meetings: The Planning Commission had a brief meeting on May 9th approving one annexation. The Downtown Development Authority is scheduled to meet on May 23rd.

Farmer's Market: The Farmer's Market opened April 30th and has been filled to near capacity the first two Saturdays and produce isn't even coming in yet. Come on out and enjoy this community market every Saturday morning.

Public Meeting for WWTP: As part of the USDA application process, on April 21st at 1:00 PM GBT hosted a required meeting regarding the WWTP application. Two people attended. The permitting, design, and engineering for this project continues.

GA State Patrol Recruitment Event: The Georgia State Patrol hosted a recruitment event on Wednesday, May 11th.

Deputy Program: The City Manager and City Attorney met with Ray Goodie from the Sheriff's Office and their attorney Joey Homans to discuss ordinance enforcement and other issues.

Comprehensive Plan: It is almost time to begin reviewing our city's comprehensive plan last completed in 2018. This process should start in July. We are working with Adam Hazell of GMRC planning to begin this process and discussing update of our CIE as part of that plan.

Old Cemetery to National Register of Historic Places: Pre-pandemic, the city was working on getting the cemetery listed on the National Register of Historic Places. The process was placed on hold due to the pandemic. Staff are working with Joe Rothwell at GMRC to get this project re-started.

Customer Service Improvements in City Hall: The new customer service window is in place and open. We have received numerous positive comments from the public about better service, and a more professional appearance because of this project.

Roundabout at Old Courthouse: We received a plan from GDOT that was forwarded to the CC/M regarding safety improvements at the roundabout that circles the old courthouse. We are excited about the prospect of this project and awaiting word from GDOT as to whether it will move forward.

Phone System Upgrade: As technology improves, our phone system is becoming obsolete. We are researching different internet systems and equipment that will also better serve our customers and staff.

Water Meter Upgrade: GBT held a bid opening on Thursday of this week. We received two bids. One from D. Lance Southern Company for \$940,410.01 and one from M & E Construction for \$912,945.00. This upgrade will make all our meters radio read with downloaded information from the meters to City Hall daily. It will enable much greater customer service as we will get alerts daily for water loss, high usage, and much more. Staff will no longer have to go out and get a truck close enough for the read to be picked up in the truck. This bid includes all parts, labor for the meter system and the radio telemetry equipment. We have budgeted for this in water capital.

Main Street Park Detention Pond: Staff are seeking bids for clean out of the detention pond on Memory Lane that serves the Board of Education, the Food Lion Shopping Center, the CRHOF, City Hall, and Main Street Park. With the new ordinance some of that cost can now be shared with the people operating the developments for which it was built.

Updated Planning & Zoning Map: Much appreciation to Planning and Zoning Director and the Zoning Administrative Assistant for their work updating our Official Zoning Map. This has been a project of gigantic proportions. It is complete and ready for signature.

Airport Hangar and other Development Regulations: The City Manager and Planning & Zoning Director met with personnel from Lead Edge to discuss specific development issues surrounding airports and hangars.

Cost Overruns Howser Mill Paving Project: We reviewed the requested documentation from the county and Blount Paving and recommend payment of the remaining amount, just under \$22,000.00. The cost increase was due to some overages on cement, binder, and asphalt topping.

Staff Appreciation Luncheon: Staff enjoyed an appreciation luncheon in April in honor of Administrative Professionals Day, Municipal Clerk's Week, Water Professionals Day, and Public Works Week to celebrate the outstanding team assembled to serve the city and our many accomplishments.

Leak Adjustments: 1 Leak Adjustment this month.

Water \$541.66 Sewer \$873.51 Total \$1,415.47

Calendar YTD \$10,565.08



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 22

SUBJECT: _____ **STAFF REPORT: FINANCE ADMINISTRATOR** _____

CITY COUNCIL MEETING DATE: 05/16/2022 _____

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PRESENT FUND BALANCE AND ACTIVITY THROUGH APRIL 30, 2022

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINANCIAL REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator _____

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2021 - April 30, 2022

84%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 1,744,550	\$ 1,719,423	98.56%
Licenses and permits	102,525	92,887	90.60%
Intergovernmental revenues	35,000	42,207	120.59%
Fees	249,000	277,157	111.31%
Other	<u>70,057</u>	<u>87,225</u>	<u>124.51%</u>
Total revenues	<u>2,201,132</u>	<u>2,218,899</u>	<u>100.81%</u>
EXPENDITURES			
Department:			
Council	99,215	95,399	96.15%
Mayor	21,480	16,853	78.46%
Elections	8,000	12,587	157.34%
Administration	947,570	863,627	91.14%
City Hall building	131,135	93,848	71.57%
Animal control	1,523	113	7.42%
Roads	520,996	503,105	96.57%
Parks	53,913	150,285	278.75%
Planning and zoning	380,300	335,431	88.20%
Economic development	<u>37,000</u>	<u>10,000</u>	<u>27.03%</u>
Total expenditures	<u>2,201,132</u>	<u>2,081,248</u>	<u>94.55%</u>
TOTAL REVENUES OVER EXPENDITURES		137,651	
Transfer in From Reserves		<u>(137,651)</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2021 - April 30, 2022

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 710,000	\$ 727,151	102.42%
Sewer fees	810,000	857,571	105.87%
Garbage fees	203,500	219,795	108.01%
Miscellaneous	371,525	149,290	40.18%
	<u>2,095,025</u>	<u>1,953,807</u>	<u>93.26%</u>
EXPENDITURES			
Depreciation	574,000	474,700	82.70%
Garbage service	175,000	193,692	110.68%
Group insurance	124,000	120,576	97.24%
Insurance		-	#DIV/0!
Interest	87,450	67,744	77.47%
Payroll taxes	27,778	21,431	77.15%
Professional	115,891	175,092	151.08%
Miscellaneous	248,865	130,750	52.54%
Repairs/supplies	145,423	218,752	150.42%
Retirement	22,000	29,694	134.97%
Salaries	347,402	285,497	82.18%
Technical services	72,037	70,145	97.37%
Utilities	155,179	126,898	81.78%
	<u>2,095,025</u>	<u>1,914,972</u>	<u>91.41%</u>
INCOME (LOSS)		<u><u>38,835</u></u>	

CITY OF DAWSONVILLE, GEORGIA

SPLOST

July 1, 2021 - April 30, 2022

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	300	363	121.00%
Other	<u>555,700</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>556,000</u>	 <u>363</u>	 <u>0.07%</u>
EXPENDITURES (Capital Outlays)			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	494,000	515,386	104.33%
Public works equipment - roads	-	6,325	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	62,000	7,500	12.10%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>556,000</u>	 <u>529,211</u>	 <u>95.18%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (528,848)	
 Transfer in From Reserves		 <u>528,848</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	