

**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Monday, February 6, 2023**  
**5:00 P.M.**

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1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
  - a. Approve Minutes
    - Regular Meeting held January 12, 2023
    - Executive Session held January 12, 2023
  - b. Approve 2023 Farmer's Market Use Agreement
  - c. Approve SAFEbuilt Agreement for Supplemental Services
  - d. Approve Financial Policy Update
8. Employee Recognition

**BUSINESS**

9. ZA-C2300046: Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal stipulation 1a and 1b of ZA-C900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on December 12, 2022 and City Council on January 12, 2023. City Council for a decision on February 6, 2023.
10. 2022 Georgia EPD Water Loss Audit Report
11. An Ordinance to Amend the Code of the City of Dawsonville, Georgia, To Add Section 5-1: Regulations Regarding Columbarium; To Amend Portions of the Existing Fee Schedule to Provide a New Fee Schedule For Columbariums; To Provide For An Effective Date, And For Other Purposes. First Reading: February 6, 2023; Second Reading and Consideration to Adopt: March 6, 2023.
12. Report of Approved Administrative Variance #AVAR-C2300057
13. Modification Request for Museum Entrance
14. Consider Cancellation of February 20, 2023 City Council Meeting

**STAFF REPORTS**

15. Bob Bolz, City Manager
16. Robin Gazaway, Finance Administrator

**EXECUTIVE SESSION, IF NEEDED**

**ADJOURNMENT**

***The next scheduled City Council meeting is Monday, February 20, 2023***

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



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

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SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 02/06/2023

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PURPOSE FOR REQUEST:

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

- a. **Approve Minutes**
    - **Regular Meeting held January 12, 2023**
    - **Executive Session held January 12, 2023**
  - b. **Approve 2023 Farmer's Market Use Agreement**
  - c. **Approve SAFEbuilt Agreement for Supplemental Services**
  - d. **Approve Financial Policy Update**
-



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7a

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SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 02/06/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE THE MINUTES FROM:**

- **REGULAR MEETING HELD JANUARY 12, 2023**
  - **EXECUTIVE SESSION HELD JANUARY 12, 2023**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

**AMEND OR APPROVE AS PRESENTED**

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Beverly Banister, City Clerk

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Thursday, January 12, 2023**  
**5:00 P.M.**

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1. **CALL TO ORDER:** Mayor Eason called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Present were Councilmember John Walden, Councilmember Mark French, Councilmember Caleb Phillips, Councilmember William Illg, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Operations Manager Jacob Barr, Finance Administrator Robin Gazaway, Planning Director Harmit Bedi and Director of Downtown Development Amanda Edmondson.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** Mayor Eason introduced the newest deputy from the DCSO, Corey Remer, who is assigned to the City.
5. **APPROVAL OF THE AGENDA:** Motion to amend the agenda by switching the order of items number 13 and 14 made by J. Walden; second by W. Illg. Vote carried unanimously in favor.  
  
Motion to approve the agenda as amended made by M. French; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - g) made by M. French; second by J. Walden. Vote carried unanimously in favor.
  - a. Approve Minutes
    - Regular Meeting held December 5, 2022
    - Executive Session held December 5, 2022
  - b. Approve Rejection of Bids for Main Street Park Improvements
  - c. Approve Amicalola Scenic Byway Letter
  - d. Approve FY 2023 Local Maintenance and Improvement Grant (LMIG): **Approved project to soil cement, repave and repair sidewalks on Maple Street South and to approve 30% match of \$11,096.59 out of the SPLOST VII budget; funding will be rolled over to combine with FY 2024 LMIG funding.**
  - e. Approve and Set Qualifying Fees for the 2023 Municipal Election: **The qualifying fees were set as follows:**

<b>Mayor</b>	<b>\$417.00</b>
<b>Council Member Post 1</b>	<b>\$227.00</b>
<b>Council Member Post 3</b>	<b>\$227.00</b>
  - f. Approve 2023 Dawsonville History Museum Lease
  - g. Approve Annual Preventive Maintenance Contract for Lift Stations
8. **EMPLOYEE RECOGNITION:** The Mayor and Council awarded a two-year service award to Beth Tuttle; the Utilities Department was awarded the December 2022 Employee of the Month and the Employee of the Fourth Quarter. Steven McNeal was awarded the 2022 Employee of the Year award.

#### **PUBLIC HEARING**

9. **ZA-C2300046:** Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal stipulation 1a and 1b of ZA-C900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on November 14, 2022, and City Council on December 5, 2022. City Council for a decision on December 19, 2022. **City Council postponed the public hearing until Thursday, January 12, 2023.**

Planning Director Bedi read the zoning request and provided an overview and history of the property and the request. Motion to open the public hearing made by W. Illg; second by M. French. Vote carried unanimously in favor. The following person(s) spoke in favor of the request:

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
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**Thursday, January 12, 2023**  
**5:00 P.M.**

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- Scott Dozier, 1000 Mansell Exchange W., Alpharetta, GA – He spoke on behalf of the applicant, Eastwood Homes of Georgia, LLC. They purchased the property from the developer and Eastwood Homes does not build the types of homes originally approved on the site plan. Therefore, they believed a good compromise was to reduce the density by fifty percent and request to remove the stipulation for fifty-five and older. He stated that they have not built in Dawsonville before, however, he toured the area and said that their homes would look similar with some type of stone or brick on the front of the homes and the plan is to sell the homes, not rent them.

No one spoke in opposition to the request.

Motion to close the public hearing made by J. Walden; second by W. Illg. Vote carried unanimously in favor. This item will come before the City Council for a decision on February 6, 2023

## **BUSINESS**

- 10. CU – 0322018:** Planning Director Bedi provided an overview of the request to extend the conditional use permit which has expired.

Motion to extend the conditional use permit as previously approved to April 23, 2023 made by M. French; second by C. Phillips. Vote carried unanimously in favor.

- 11. BID – VEHICLE PURCHASES:** Motion to approve the purchase of two 2023 Chevrolet 2500 Silverados to be paid out of FY 2023 Enterprise Budget and SPLOST VI in the amount of \$49,072.00 and the purchase of a 2023 Chevrolet 1500 Silverado to be paid out of SPLOST VII in the amount of \$50,527.00 made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

- 12. RESOLUTION NO. R2023-01: FUNDS FOR HISTORIC RESOURCE SURVEY:** Motion to approve Resolution No. R2023-01 as presented made by W. Illg; second by J. Walden. Vote carried unanimously in favor. (Exhibit “A”)

- 13. 2022 DAWSONVILLE HISTORY MUSEUM ANNUAL REPORT:** Museum Director Cindy Elliott provided a brief overview of their year; she reported there was a definite increase in revenues from the year before. Going forward they are looking to engage with Georgia Tourism and the Georgia Motorcoach Operators Association and they hope to partner with the new tenants who will move into the former Moonshine Distillery and provided some brief details.

- 14. MODIFICATION REQUEST FOR MUSEUM ENTRANCE:** Museum Director Cindy Elliot spoke to the Mayor and Council regarding the front door of the museum stating they do need to be replaced because when its windy and rainy, the rain comes in the front door. She wants to replace them with a wider front door entrance to be able to move cars in and out of the museum. She stated a permit would be needed to move forward and the permission from the City; she also asked if the City would consider paying a portion of the renovation. City Manager Bolz stated the City would likely be able to contribute but could not say for certain without knowing the cost; they are waiting on an estimate. Brief discussion occurred about the doors, the winner’s circle and the space next door to the museum. Mayor Eason said this item can be revisited once the museum has a cost estimate on the project.

## **STAFF REPORTS**

- 15. BOB BOLZ, CITY MANAGER:** City Manager Bolz provided his report in the agenda packet and recognized the efforts of the utilities and public works department during the recent weather event over Christmas. He stated there were five leak adjustments totaling \$1,100.85 and anticipates an increase in adjustment requests due to the extreme cold weather causing broken pipes and water loss.

- 16. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Finance Director Gazaway presented the financial reports representing fund balances and activity provided through December 31, 2022.

**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Thursday, January 12, 2023**  
**5:00 P.M.**

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**EXECUTIVE SESSION**

At 5:44 p.m. a motion to close regular session and go into executive session for potential/pending litigation was made by J. Walden; second by M. French. Vote carried unanimously in favor.

At 6:07 p.m. a motion to close executive session was made by M. French; second by W. Illg. Vote carried unanimously in favor.

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

**ADJOURNMENT:**

At 6:10 p.m. a motion to adjourn the meeting was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

***Approved this 6<sup>th</sup> day of February 2023***

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

Attest: \_\_\_\_\_  
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 January 12, 2023.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:44 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 12<sup>th</sup> day of January 2023; 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  
12 day of January, 2023.

  
Signature, Notary Public

My Commission expires: Feb 18, 2024



**RESOLUTION R2023-01**

**A RESOLUTION OF THE CITY OF DAWSONVILLE  
TO APPLY FOR A HISTORICAL SURVEY GRANT FUNDS**

**WHEREAS**, in every case, it is the intention of the City of Dawsonville to develop opportunities for the public good and general welfare of the citizens of Dawsonville and the State of Georgia; and

**WHEREAS**, the proposed historical survey project will provide benefits to residents of the City of Dawsonville and will assist in maintaining its Certified Local Government (CLG) status as well as identifying the historic resources that contribute to the character of the City; and

**WHEREAS**, the project will benefit historic preservation and tourism; and

**WHEREAS**, the financing of 60% of the project through the Historic Preservation Fund is critical to adequately addressing the needs of the survey; and

**WHEREAS**, the City of Dawsonville commits to funding 40% of the project if the funding is awarded; and

**BE IT THEREFORE RESOLVED** that the City of Dawsonville will seek 2023 Historic Preservation Funds from the Georgia Department of Natural Resources, Historic Preservation Division as a necessary funding component for this project

**THIS RESOLUTION** was passed by a vote of 4 to 0 at a regular meeting of the Mayor and Council on January 12, 2023.

**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





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7b

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SUBJECT: APPROVE 2023 FARMERS MARKET USE AGREEMENT

CITY COUNCIL MEETING DATE: 02/06/2023

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BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from:      Annual Budget      Capital Budget      Other     

Budget Amendment Request from Reserve:      Enterprise Fund      General Fund

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PURPOSE FOR REQUEST:

**TO APPROVE FARMER'S MARKET USE AGREEMENT BETWEEN THE CITY AND THE DAWSON COUNTY CHAMBER OF COMMERCE FOR THE USE OF THE FARMER'S MARKET BY THE AMICALOLA REGIONAL FARMERS MARKET (ARFM) DURING THE 2023 SEASON**

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HISTORY/ FACTS / ISSUES:

- **FOURTH SEASON OF RENTING THE SPACE FOR THE ARFM**
  - **OPENING DAY WILL BE SATURDAY APRIL 29, 2023**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL OF THE AGREEMENT**

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REQUESTED BY: Bob Bolz, City Manager

## **FARMERS MARKET USE AGREEMENT**

This Farmers Market Use Agreement (hereinafter referred to as the “Agreement”) is entered into and effective this \_\_\_\_\_ **day of** \_\_\_\_\_, **2023**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

### **WITNESSETH:**

**WHEREAS**, the parties hereto previously entered into a Farmers Market Use Agreement on July 1, 2019 (the “2019 Agreement”) which has been renewed multiple times; and

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

**NOW THEREFORE**, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term of this Agreement.** This Agreement shall become effective on execution by the parties and shall continue in full force and effect until terminated. The CHAMBER

shall have use of the Pavilion as set forth hereinafter on “Scheduled Days” (as hereinafter defined) from April 29, 2023 until October 21, 2023. This Agreement shall terminate after October 21, 2023, unless renewed by the parties in writing.

**3. Consideration.** In consideration of the right to use the Pavilion to hold farmers markets on Scheduled Days, CHAMBER agrees to pay fifteen dollars (\$15) per month for three (3) months to the CITY beginning April 29, 2023, and twenty dollars (\$20) for four (4) months beginning July 29, 2023. For the months of April and October, any permitted dates which are not utilized will result in pro-rated consideration under this Agreement.

“Scheduled Days” shall be as follows:

(a) Every Saturday beginning on April 29, 2023 through and including October 21, 2023, from 8:00 AM until 2:00 PM (the market will close at 1:00 PM with the last hour for any needed clean-up).

(b) Every Wednesday beginning June 14, 2023, through and including October 18, 2023, from 3:00 PM to 5:00 PM (or until sold out).

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

(ii) The foregoing notwithstanding, upon ten (10) days advance notice the Chamber may elect to start Wednesday Farmer’s Markets earlier than June 14<sup>th</sup>, such start to be as early as June 7, 2023, upon proper notice.

**4. Duties and Obligations of CITY.** CITY shall provide use of the City's Pavilion to the CHAMBER on each Schedule Day during the Term. Each vendor will be allocated approximately an 8' wide by 20' long space under the Pavilion. CITY hereby agrees to not allow any other farmers markets or individual vendors to sell products at the Pavilion or City Hall Complex on Scheduled Days when the CHAMBER's Farmer's Market is open.

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

**6. Rights of City.** CITY shall have the right to require CHAMBER to cease operations early on a Saturday due to conflicts in scheduling the use of the Pavilion. Other

than for unanticipated or emergency conflicts, CITY agrees to notify CHAMBER three (3) weeks prior to the date that operations will need to be ceased early.

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

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

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

10. **Counterparts.** This Agreement may be simultaneously executed in two or more

counterparts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

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

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

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

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

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

**[execution on following page]**

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

**CITY OF DAWSONVILLE**

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

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

\_\_\_\_\_  
By: Mandy Power, CEO

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

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

Attest:

\_\_\_\_\_  
Beverly Banister, Clerk

\_\_\_\_\_  
Connie Smith, Secretary

DRAFT



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7c

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SUBJECT: **APPROVE 2023 SAFE BUILT AGREEMENT FOR SUPPLEMENTAL SERVICES**

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE AGREEMENT FOR SUPPLEMENTAL SERVICES.**

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HISTORY/ FACTS / ISSUES:

- **SAFE BUILT IS A FIRM LOCATED IN ALPHARETTA, GA PROVIDING THIRD PARTY SERVICES FOR PLAN REVIEWS AND BUILDING INSPECTIONS.**
- **THE CITY COLLECTS \$1,000 AT TIME OF PLAN SUBMITTAL, AS REVIEW FEE. SAFE BUILT CHARGES ON HOURLY BASIS.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning


REQUESTED BY: Harmit Bedi





**City of Dawsonville**

**DEPARTMENT OF PLANNING AND ZONING**

**TO:** The Mayor and City Council  
**DATE:** February 6, 2023  
**CC:** Bob Bolz, City Manager  
**FROM:** Harmit Bedi, Director, Planning and Zoning   
**RE:** Agreement between the City and SafeBuilt  
Impact on Existing Fee Schedule due to Contract with SafeBuilt

SafeBuilt is a firm located at Alpharetta, Georgia, providing third party services for plan reviews and building inspection. Many local cities and counties use the firm for such services.

The management and planning staff met with SafeBuilt representatives to discuss details about a future contract to do plan reviews and building inspections (commercial and residential) for the City of Dawsonville.

Attached is the Agreement between the City and SafeBuilt, which has been reviewed by the City Attorney, for consideration.

*Existing Fee Schedule vs. SafeBuilt Services Charges:*

The City collects \$1,000 at the time of plan submittal, as review fee. SafeBuilt charges on hourly basis. SafeBuilt Fee Schedule is part of the Agreement as Exhibit B. The average plan review fees, with resubmittals, remains within the collected fees by the City.

***Staff Recommendation:***

Mayor and Council may consider the Agreement for **Approval**.

Thank you.

## **Chapter 110 WATER AND SEWERAGE SYSTEMS**

### **ARTICLE I. GENERAL PROVISIONS**

**Secs. 110-1—110-18. Reserved.**

### **ARTICLE II. DEFINITIONS**

**Secs. 110-19—110-29. Reserved.**

### **ARTICLE III. DESIGN REQUIREMENTS**

#### **Sec. 110-30. Design requirements.**

Water and sewerage systems shall be designed and installed in accordance with the city standard specifications and details for water and sewerage systems, latest edition.

The standard specifications and details can be obtained as a separate document from the city website ([www.dawsonville-ga.gov](http://www.dawsonville-ga.gov)) or from the city department of planning and zoning.

(Ord. of 7-15-2019, § 1)

#### **Sec. 110-31. Fees paid by developer.**

The developer is responsible for all costs incurred by the city associated with the proposed development. These costs include:

- (1) Feasibility study and capacity modeling;
- (2) Engineering plan review;
- (3) Regulatory agency application and review fees;
- (4) Meter and backflow installation;
- (5) Connection to existing city water and sewer lines;
- (6) Inspection;
- (7) Testing.

(Ord. of 7-15-2019, § 1)

#### **Sec. 110-32. Looping easement requirements.**

The overall distribution plan adhered to by the city requires looping of water lines. This looping provides adequate fire flow protection while eliminating dead ends and stagnated water. It is the city's policy to require 20-

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF DAWSONVILLE, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Dawsonville, Georgia, (“Municipality”) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

### 13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<b>If to Municipality:</b> Bob Bolz, City Manager City of Dawsonville PO Box 6 Dawsonville, GA 30534 Email: <a href="mailto:bob.bolz@dawsonville-ga.gov">bob.bolz@dawsonville-ga.gov</a>	<b>If to Consultant:</b> Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>
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24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Georgia, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Gary Amato, CAO  
SAFEbuilt Georgia, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
City of Dawsonville, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of Dawsonville, Georgia

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### As-Requested Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### As-Requested Building, Electrical, Plumbing, Mechanical and Fire Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### As-Request Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

### 3. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- ✓ Municipality will provide zoning administration for projects assigned to Consultant

4. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
✓ Single-family within	5 business days	5 business days or less	
✓ Multi-family within	10 business days	5 business days or less	
✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less	
✓ Large commercial within	20 business days	10 business days or less	

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services <ul style="list-style-type: none"> <li>• Building, Mechanical, Plumbing, Electrical , Fire</li> <li>• Residential and Commercial</li> </ul>	\$90.00 per hour – two (2) hour minimum
After Hours/Emergency Inspection Services	\$150.00 per hour – two (2) hour minimum
Re-Inspection Fee	\$90.00 per inspection
Plan Review Services <ul style="list-style-type: none"> <li>• Includes Fire Review</li> <li>• Residential and Commercial</li> </ul>	\$95.00 per hour – one (10 hour minimum
Building Official Services	\$105.00 per hour – one (1) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
Community Core Solutions at no cost to Municipality	

## **EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS**

Insert next page

# EXHIBIT C-TERMS & CONDITIONS

## Meritage Systems CommunityCore: Description of Services

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
<b>CommunityCore</b> Including InspectorConnect iOS mobile app for building and code inspections				
<b>Legacy Data Import: Permitting</b> Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV				
<b>GIS Integration: Permitting</b>				
<b>Contractor &amp; Business Licensing</b>			Included	
<b>CommunityConnect Online Permitting</b> Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans		Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing		
<b>Online Payments</b> Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider			NA	
<b>System Training</b>			NA	
<b>Total:</b>				

### CommunityCore Permit Management Features:

### PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspectorConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use (“Agreement”) constitute a contract between Meritage Systems, Inc., with offices at 444 N. Cleveland Ave., Suite 444, Loveland, CO 80537 (“Meritage”), and you (“Customer”). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

**1. Definitions. For purposes of this Agreement the following terms have the following meanings:**

- a. “Account” means an account allowing access to the Services created in Customer’s name.
- b. “Fees” means the fees for the Services.
- c. “Confidential Information” means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party’s financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. “Customer Information” means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. “Documentation” means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. “Go-Live Date” means the date on which the Services, hosted on a Production Server, become active.
- g. “Intellectual Property Rights” means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. “Order Form” means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. “On-boarding” means the Set-Up and the Training, as specified in the Order Form.
- j. “Production Server” means the server on which the Services will be hosted.
- k. “Start of Service Date” is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. “Services” means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at [www.app.communitycore.com](http://www.app.communitycore.com) and such other sites as may be designated by Meritage (each, the “Site” or collectively, the “Sites”).
- m. “Set-Up” means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. “Set-Up Fees” means the fees for Set-Up specified in the Order Form.
- o. “Subscription Fees” means the annual subscription fee specified in the Order Form.
- p. “Technology” means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. “Training” means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. “User ID” means each unique User identification name and password used for access to and use of the Services through the Account.
- s. “User” means anyone accessing the Services through Customer’s Account.

**2. Customer’s Access To And Use Of The Services.**

- a. Customer’s Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.



- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at [www.app.communitycore.com](http://www.app.communitycore.com). The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

### **3. Set-Up.**

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

### **4. Training.**

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

### **5. Fees And Payment.**

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

## 6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

## **7. Ownership.**

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

## **8. Data.**

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

## **9. Term and Termination.**

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

#### **10. Warranties and Disclaimers.**

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

#### **11. Certain Liabilities, Limitation of Liability.**

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7d

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SUBJECT: APPROVE FINANCIAL POLICY UPDATE

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL TO AMEND THE FINANCIAL POLICY TO ADD A SECTION TO VII. REVENUES - B. ISSUES – SEE ATTACHMENT**

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HISTORY/ FACTS / ISSUES:

**REQUEST TO ADD A POLICY WHICH STATES THE CITY WILL NOT BILL ITSELF FOR W/S USAGE FOR ANY CITY PROPERTIES. GEORGIA EPD RECOMMENDS HAVING A STATED POLICY IN PLACE WHICH WILL INCREASE THE CITY'S SCORE FROM THE EPD ON THE WATER AUDIT.**

**AMENDMENT HAS BEEN APPROVED BY THE FINANCIAL ADMINISTRATOR AND THE CITY ATTORNEY**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

**STAFF RECOMMENDS APPROVAL OF AMENDMENT TO ADD STATED POLICY**

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REQUESTED BY: Jacob Barr, Utilities Operation Manager

## **VII. Revenues**

### **A. Characteristics**

The City shall strive for the following characteristics in its revenue structure:

1. Simplicity – The City shall strive to maintain a simple revenue structure in order to reduce compliance costs for the citizen and/or service recipient.
2. Equity – The City shall make every effort to maintain equity in its revenue system. The City shall seek to minimize subsidization between entities, funds, service, customer classes, and utilities.
3. Adequacy – The City shall require that a balance in the revenue system be achieved. The revenue structure's base shall have the characteristics of fairness and neutrality as it applies to cost of service.
4. Administration – The benefits of a revenue source shall exceed the cost of levying and collecting that revenue. The price of collection shall be reviewed periodically for effectiveness as a part of the indirect cost of service analysis.
5. Diversification and Stability – The City shall maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any single revenue source. The revenue mix shall combine elastic and inelastic revenue sources to minimize the effect of economic downturns.
6. Conservative Estimates – Revenues will be estimated realistically and prudently. Revenues of a volatile nature will be estimated conservatively. Conservative revenue estimates based on prior year collections may be used for revenue projections.
7. Aggressive Collection Policy – The City will aggressively collect all revenues and related penalties and interest outstanding in all departments as authorized by City ordinances and Georgia law. Services shall be terminated for non-payment, as approved by the City Manager. Adjustments to a balance due may be approved by the City Manager or Finance Administrator for good cause shown. Bad debt write offs shall be approved by the City Council. Finance Administrator and the City Manager with assistance from the Auditor and prior year financials will establish the allowance for uncollectible accounts if needed.

### **B. Issues**

The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1. Non-Recurring Revenues – One-time or non-recurring revenues shall not be used to finance current ongoing operations. Non-recurring revenues should be used only for non-recurring expenditures and will not be used for budget balancing purposes.
2. Ad Valorem Tax Revenues – The City Council shall decide to levy ad valorem property taxes in



the City or to roll back the millage rate to zero in their discretion as the annual budget is prepared. The State Millage Rate Certification Form shall be completed yearly.

3. LOST Revenues - The percentage of Local Option Sales Tax (LOST) proceeds are negotiated with the County every 10 years and should in general be budgeted based upon the prior year's collections absent significant reason for upward or downward adjustment or based upon a change in the percentage split agreement with the County.

4. SPLOST Revenues – The percentage of Special Purpose Local Option Sales Tax (SPLOST) proceeds are negotiated every 5 to 6 years and should be budgeted based upon the prior year's collections absent significant reason for upward or downward adjustment or based upon a change in the percentage split agreement with the County. SPLOST proceeds may only be expended upon the specific projects approved by the SPLOST vote in accordance with state law. SPLOST proceeds may be bonded in order to fund approved projects and in such case all necessary funds shall be first used to make the bond payments. SPLOST proceeds shall be deposited and expended from a checking account dedicated to SPLOST use only.

5. User-Based Fees and Service Charges – For services associated with a user fee or charge, the direct and indirect costs of that service shall be offset by a fee where possible. There will be an annual review of fees and charges to ensure that the fees provide adequate coverage of cost. The City Council shall set schedules of fees and charges.

6. Intergovernmental Revenues (Federal/State/Local) – These revenue sources will be expended only for the intended purpose of grant or aid. It must be clearly understood that operational requirements set up as a result of a grant or aid could be discontinued once the term and conditions of the project have terminated.

7. Revenue Monitoring – Revenues received shall be compared to budgeted revenues. Significant variances will be investigated by the Finance Administrator and reported to the Mayor and Council as soon as possible.

8. Enterprise Fund – It shall be the policy of the City of Dawsonville to meter all domestic water usage and any water used from the City of Dawsonville's distribution system other than flushing or firefighting. The City of Dawsonville has several municipal buildings, and parks which are served by the cities distribution system. All meters are/will be read on no less than a monthly basis. Even though all meters are read, it shall be policy of the City of Dawsonville to not bill itself for the water used at its facilities, buildings, etc., but to keep record of all water used at each location.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 8

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SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT THE FOLLOWING:

- **SERVICE AWARDS FOR FEBRUARY 2023**
  - **JANUARY 2023 EMPLOYEE OF THE MONTH**
- 

HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 9

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SUBJECT: ZA-C2300046

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

PURPOSE FOR REQUEST: **VOTE**

EASTWOOD HOMES OF GEORGIA, LLC HAS PETITIONED A CHANGE OF ZONING CONDITION FOR TMP 082 021; LOCATED AT 592 HWY 53 WEST, WITH A CITY ZONING OF RPC (RESIDENTIAL PLANNED COMMUNITY). APPLICANT IS REQUESTING A REMOVAL OF STIPULATION 1A AND 1B OF ZA-C9-00004 PERTAINING TO HOUSING FOR OLDER PERSONS ACT (FIFTY-FIVE (55) YEARS OF AGE OR OLDER). PUBLIC HEARING DATES: PLANNING COMMISSION ON DECEMBER 12, 2022 AND CITY COUNCIL ON JANUARY 12, 2023. CITY COUNCIL FOR A DECISION ON FEBRUARY 6, 2023.

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HISTORY/ FACTS / ISSUES:

- PROPERTY IS IN POST 1 CITY COUNCIL MEMBER CALEB PHILLIPS DISTRICT.
  - VACANT WITH EXISTING RESIDENTIAL STRUCTURES.
  - APPLICANT IS REQUESTING TO REMOVAL OF STIPULATION 1A AND 1B OF ZA-C9-00004 PERTAINING TO HOUSING FOR OLDER PERSON ACT (FIFTY-FIVE (55) YEARS OF AGE OR OLDER. REZONE PROPERTY FROM R1 DISTRICT (RESTRICTED SINGLE FAMILY RESIDENTIAL DISTRICT) TO R6 DISTRICT (MULTIPLE-FAMILY RESIDENTIAL DISTRICT).
  - REVISED SITE PLAN IS PROPOSING 90 HOMES (PREVIOUSLY APPROVED PLAN ALLOWED 140 ATTACHED UNITES; 23 QUADS AND 48 TOWNHOMES).
  - ALL HOMES WILL HAVE A MINIMUM OF 1800 SQ FT OF HEATED SPACE WITH 2 CAR GARAGE.
  - PROPOSED DENSITY IS 2.34 UNITS/ACRE VS. PREVIOUSLY APPROVED DENSITY OF 3.6 UNITS/ACRE.
  - THE PLANNING COMMISSION, APPROVED WITH STIPULATIONS (ATTACHED) ON MONDAY, DECEMBER 12, 2022. (ATTACHED).
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Harmit Bedi



City of Dawsonville

**DEPARTMENT OF PLANNING AND ZONING**

**Mayor and Council**

**CASE SUMMARY**

January 12, 2023

**ZONING CONDITION CHANGE APPLICATION**

**Case Number: ZA – C2300046**

**Applicant:** Eastwood Homes, Alpharetta, Georgia

**Project Name:** Villas at Dawsonville

**Property Address:** 592 Hwy. 53 West, Dawsonville

**Parcel Number:** TMP 379, 380, 437, 488

**Present Zoning:** RPC (Residential Planned Community)

**Present Use:** Vacant with Existing Residential Structures

**Request:**

1. Revised Site Plan
2. Removal of a Pre-approved Stipulation

**Staff Recommendation:** The Planning Commission may consider **Approval** of:

1. Revised Site Plan
2. Removal of a Pre-approved Stipulation

**Planning Commission Recommendation:**

1. **Approval** of revised site plan – Unanimous
2. **Approval** to remove Stipulations 1a, and 1b. (55+ Age restriction) – with conditions - Unanimous



## CITY OF DAWSONVILLE

### Mayor and Council

#### CASE ANALYSIS

**TO:** The Mayor and Council  
**DATE:** January 12, 2023  
**FROM:** Harmit Bedi, Director, Planning and Zoning  
**SUBJECT:** Application for:

1. Removal of a Pre-approved Stipulation
2. Revised Site Plan for Approval

**Case Number:** ZA – C2300046

#### **Findings of Fact:**

Eastwood Homes, Alpharetta, Georgia, has submitted Zoning Condition Amendment request with the Department of Planning and Zoning. Also, submitted a revised Site Plan for approval. The subject property is zoned RPC (Residential Planned Community) with 38.55 acreage. Tax parcel number is TMP 082 021.

#### **The Request:**

The applicant is requesting the following:

1. Removal of Stipulation 1.a and 1.b of approved zoning (Case Number ZA-C9-00004) pertaining to the Housing for Older Persons Act.
2. Request for Approval of Revised Site Plan.

#### **Details of the Request:**

1. Removal of the following Stipulations:

On June 3, 2019, the Mayor and City Council approved the following stipulations:

1. The Property and any development thereupon shall comply with the Housing for older Persons Act, as codified at 42 U.S.C. § 3607 and enforced by 24 C.F.R. § 100.300 *et seq.*
  - a. Specifically, at a minimum eighty percent (80%) of all occupied units developed upon the Property shall have at least one occupant residing within the unit that is fifty-five (55) years of age or older.
  - b. All units not occupied by an individual fifty-five (55) years of age or older, shall be restricted to persons forty-five (45) years of age or older (the “Secondary Age Restriction”) pursuant to 24 C.F.R. §100.305(h). Notwithstanding the foregoing, the Secondary Age Restriction shall not apply to individuals occupying units pursuant to 24 C.F.R. 100.305(e)(3) or dependent children, under the age of twenty-one (21), of an occupant residing in a unit pursuant to the Secondary Age Restriction.
2. Revised Site Plan:
  - The revised plan is proposing 90 homes (Previously approved plan allowed 140 attached units (23 quads and 48 townhomes)
  - 61 single Family Residential and 29 townhomes
  - All homes will have a minimum of 1800 SF heated space with 2 car garages
  - The proposed density is 2.34 units/acre vs. previously approved density of 3.6 units/acre

**Background:**

- TMP# 082-021, 592 Highway 53 West, 38.82 acres
- 03.17.2003 Annexed to the City.
- 12.06.2004 Rezoning approved from R2 (Single Family Residential, 20,000 sq. lot) to R3 (Single Family Residential, 7,500 sq. lot).
- 06.03.2019 Rezoning approved with stipulations: from R3(Single Residential, 7,000 sq. lot) to RPC (Residential Planned Community).

Stipulations approved on June 3, 2019:

- 55+ age restriction
- 100’ buffer along property lines for parcels 082-020.001,082-023.002, and 082-023.003. A 50’ buffer along all other adjoining properties.
- Overall units shall not exceed 140, and maximum of 70% unusable land may be considered in calculating the density.
- No entrance on Howser Mill Road other than emergency.
- Traffic Study, DOT Permit, Placement of Traffic lights and/or roundabout, street improvements shall be funded as a precondition to the approval of the site plan.
- Water/Sewer lines are a precondition of the site plan approval.
- Requirement of Agricultural verbiage to be on all plats.

- Developer shall maintain and repair any damage to the adjoining driveway of the adjacent property owner (TMP# 083-009).
- 06.03.2019 Denied variance request of 4.5 units/acre density
- 10.12.22 Variance request to remove 55+ requirement.
- 10.12.22 Rezone request to approve site plan changing from 140 units to 90 units for a lower density

**Staff Analysis:**

The subject property is located along Hwy. 53 West with couple of residential structures including sheds, barns. The subject property also has access from Howser Mill Road. The surrounding land uses are predominantly residential. However, closer to the downtown square uses are predominantly commercial.

The subject property has streams with 25’ State Waters Buffers. The parcel has a 20’ wide “temporary construction” easement and 20’ wide “permanent sanitary sewer” easement running North-South in the middle.

The parcel, in the Northeast, has property line running along Howser Mill Road.

**Comparison Table:**

Comparison Table Between the Previously Approved Plan on June 3, 2023 vs. Revised Site / Project Plan with the present application.

**COMPARISON TABLE**

	<b>Previously Approved Plan (June 3, 2019)</b>	<b>Revised Site / Project Plan</b>
Number of Residential	140 units	90 units
Density	3.6 units / acre	2.34 units / acre
Type of Residential Units	Quads and Townhomes	61 Single Family Homes 29 Townhomes
Number of Trips Generation According to Institute of Traffic Engineer, 11 <sup>th</sup> Edition	973 (Two-way Daily Trips)	831 (Two-way Daily Trips)

- \*Dawson County School District is operating below existing capacity
- \*\*Full scale medical facilities are miles away
- \*\*\*There are no plans to improve or widen the road system of Hwy. 53 West at present.

**Dawson County Board of Education:**

On November 16, 2022, letter sent to the Superintendent of Dawson County Board of Education. The staff was informed by the BOE officials that the system is working below capacity. **(Copy of the Letter attached)**

**Staff Recommendation:**

The Planning Commission may consider **Approval** of:

1. Removal of the approved stipulations (1 a. and 1.b) on June 3, 2019 by the Mayor and City Council as follows:

~~1. The Property and any development thereupon shall comply with the Housing for older Persons Act, as codified at 42 U.S.C. § 3607 and enforced by 24 C.F.R. § 100.300 *et seq.*~~

- a. ~~Specifically, at a minimum eighty percent (80%) of all occupied units developed upon the Property shall have at least one occupant residing within the unit that is fifty five (55) years of age or older.~~
- b. ~~All units not occupied by an individual fifty five (55) years of age or older, shall be restricted to persons forty five (45) years of age or older (the "Secondary Age Restriction") pursuant to 24 C.F.R. § 100.305(h). Notwithstanding the foregoing, the Secondary Age Restriction shall not apply to individuals occupying units pursuant to 24 C.F.R. 100.305(c)(3) or dependent children, under the age of twenty one (21), of an occupant residing in a unit pursuant to the Secondary Age Restriction.~~

2. The Planning Commission may consider **Approval** of the Revised Site Plan, dated, 11.15.2022, File Number 10195-00 with the following stipulations:

*Stipulations Approved on June 3, 2019 by the Mayor and City Council:*

1. A planted buffer to City buffer standards of at least one hundred (100) feet in width shall be created along the boundary of parcels 082 020 001, 082 023 002 and 082 023



003. Additionally, a planted buffer to City buffer standards of a least fifty (50) feet in width shall be created between the development and any other adjoining property line. (Approved on June 3, 2019)

2. A maximum of seventy percent (70%) of land determined to be unusable, including, but no way limited to, floodplains, may be considered in calculating density. The overall number of units shall not exceed 90 units **(last stipulation it was 140)**. (Approved on June 3, 2019 / modified)
3. At no point in time may an entrance to the Property/Development be placed on Howser Mill Road other than for emergency access as required by the Fire Marshall. All access to the Property/Development shall be from Highway 53 (other than the emergency access on Howser Mill). (Approved on June 3, 2019)
4. Prior to and as precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development shall complete an independent Traffic Study (not done by applicant Ensite Civil Consulting, LLC) and have the same approved by the Georgia Department of Transportation and the City Street Department Director of the impact of the property/development as proposed including, not in no way limited to the placement of the traffic lights and/or round-about, as related to the entrance to the Property/Development on Ga. Highway 53 and/or the impact of the proposed development on Ga. Highway 53 West Howser Mill Road intersection. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development shall fund and construct any street improvements called for in the Traffic Study as approved by the Georgia Department of Transportation and the City Street Department Director. (Approved on June 3, 2019)
5. Prior to and as a precondition to the issuance of a Site Development Permit, the Owner and/or Developer of the Property/Development will install at the Owner/Developer's expense such water and sewer lines as are necessary to reach the Property/Development from the existing City water and sewer line infrastructure as determined by the City Engineer, including the installation of any necessary sewer lift stations. (Approved on June 3, 2019)
6. The following shall be places on all Final Plats and individual surveys, "NOTICE: This property lies withing a rural area and agricultural activities creating dust, noise, and odors may occur in the vicinity. Understanding this, the grantee and successors in tile forgo their right to claim against any agricultural operator in the area who has not been negligent." (Approved on June 3, 2019)
7. The owner/developer shall keep the driveway for the adjacent property owner of parcel 083 009 open and will repair any damage sustained during construction. (Approved on June 3, 2019)

*New / Additional Stipulations (December 12, 2022)*

8. Dedicate to the City 20' ROW along the property line on Hwy. 53 West for future road improvements.
9. Dedicate to the City 20' ROW along the property line along Howser Mill Road for future road improvements.
10. All roads within the subdivision shall be public roads. The roads shall be built meeting the City's development standards. The City Engineer and /or the Planning and Zoning Director may request "loaded truck" roll over inspection and core tests, prior to final approval / acceptance of the Final Plat.
11. The Owner/Developer shall grade (sidewalk installation ready) the front along Hwy. 53 West and front along Howser Mill Road for installation/accommodation of 5' sidewalk for future development. Such areas must be stabilized with grass or other means to avoid any erosion after grading.
12. The plans shall provide engineered designed (only) second entrance along Howser Mill Road for future access/development/connectivity.
13. Provide adequate size Children's Park / Picnic Area, meeting architectural design standards, for the residents with picnic/gathering area, children's play area, children's play equipment, adequate size (meeting architectural design standards) commercial designed and commercial material gazebo with fire pit. The developer shall submit a list of children's play equipment list to the Director, Planning and Zoning, for approval. This amenity area shall be completed and approved by the Building Official prior to obtaining Certificate of Occupancy prior to completion of 30% of the houses in the subdivision.
14. The streetlights shall be of decorative design throughout the subdivision.
15. The emergency entrance gate, along Howser Mill Road, design, material and installation shall be approved by the Dawson County Fire Marshal and Director, Planning and Zoning. The Owner/Developer must submit copy of the approval document to the Director, Planning and Zoning Department for the City records.
16. The Knox Box/Lock must be as customary on similar projects in Dawson County and must have approval of the Fire Marshall.
17. The emergency entrance gate and surroundings along Howser Mill Road must be tastefully designed to match with the development of the subdivision houses (material, color, design etc.). The gate plan must be prepared by an engineer or an architect and approved by the Director, Planning and Zoning.

18. No two homes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
19. No two townhomes, next to each other and opposite to each other shall be of the same façade design, material, and facade color.
20. The mailbox area shall be designed to provide safe access and exit to the residents. The design shall be of covered mail kiosk, providing mailboxes, provide parcel boxes, well illuminated, and at a safe and accessible location in the subdivision.
21. The existing trees shall be preserved, to the maximum possible extent on the property especially along throughout the property lines, stream buffers areas, any other unbuilt spaces. If there are gaps/opening in the existing vegetation / tree area, the Owner/Developer, shall plant trees of matching/local species to provide visual screening. Such plan shall be submitted with Construction Plans to the Department of Planning and Zoning for review and approval.
22. At the subdivision, along the Hwy 53 entrance Two decorative styles, tastefully designed, entrance shall per permitted. One sign shall be permitted to install within dedicated 20' ROW. Which may be removed whenever the Hwy. 53 West improvements are done. The developer may choose to install additional sign of reasonable size along the Hower Mill Road frontage to direct the visitors to the main access / entrance at Hwy. 53 West.
23. The proposed site plan prepared, dated, 11.15.2022, File Number 10195-00 not "site specific" site plan. However, the developer / property owner shall follow this submitted Site Plan for preparation of final Site Plan.
24. The Planning and Zoning Director is authorized to approve minor variations during the subdivision development process. Not authorized to approved increased density. The applicant must pay the required fees to the City for variations. In addition, The Planning and Zoning Director is authorized to approve the following as Administrative Variance with the written request by the developer or project engineer or project manager with City's applicable Fee Schedule.
  - Front yard, side yard and rear yard setbacks. Variances shall not exceed 20 percent of the setback in applicable areas of this subdivision.
  - Building height. A variance may be granted up to, but not exceeding, ten feet if such variance does not allow space habitable by humans.
  - Parking. If the required parking standards cannot reasonably be met and if a variance will not adversely affect the spirit or intent of the ordinance, then a variance of not more than ten percent may be granted.
25. Access shall be provided from the main entrance road (Hwy.53 West) to the adjacent parcels 083 009 & 083 047. They shall be granted in accordance with both City of

Dawsonville and Georgia Department of Transportation (GDOT) requirements and shall include driveway aprons and access easements to the adjoining parcels.

***Planning Commission Recommendation:***

During the regular meeting of December 12, 2022, the Planning Commission considered the application. Voted to **Recommend Approval** unanimously for:

1. Removal of zoning stipulation 1a. and 1b. pertaining to Housing for Older Person Act, fifty-five years of age and older and other conditions as presented by staff.
2. Approve the revised site plans from 140 units attached units to 90 residential structures (61 single family homes and 29 townhomes).

Thank you.



**built with care.**

Eastwood Homes of Georgia, LLC  
1000 Mansell Exchange West  
Building 350  
Phone: 248.494.1044

LETTER OF INTENT  
REVISED SITE PLAN  
ZA-C9-00004 ZONED RPC

Mayor and City Council  
Planning Commission  
City of Dawsonville, Georgia

To Whom It May Concern:

Eastwood Homes respectfully submits this Letter of Intent for the purpose of revising the approved master plan for the newly named "Villas at Dawsonville". The property is at 592 Highway 53 West, just west of the intersection of Highway 53 and Howser Mill Road. We feel that the new plan will better complement the existing neighborhoods and community as a whole while providing improved housing options.

CONDITIONS:

REVISED SITE PLAN APPROVAL (6 and 7)

Our revised master plan is a 35% reduction of density from 140 Homes (quads and townhomes) to a new density of 90 homes (61 single family homes and 29 townhomes). All homes will have a minimum of 1800 heated SF with 2-car garages. Density will be 2.34 per acre. There are 38.55 acres total. *We request a variance to the site plan to reflect a mix of single family homes and townhomes for an overall lower density.*

General (1802.)

The current zoning conditions are unclear in the mix of both single-family homes and townhomes within the same neighborhood. The density has been lowered from 140 to 90 homes for a lower overall yield than previously approved. *We request approval of the mix of Single family homes and Townhomes with a final yield of 2.34 homes per acre.*

Roads and Utilities (1806.a)

There are no current plans to gate the community and all neighborhood roads connect to Highway 53. A traffic study was performed for the 140 unit site plan. Eastwood Homes has since engaged GDOT for concept review (as required in the original zoning conditions) and have received conceptual approval for the 90 home plan. *Since all roads within the neighborhood lead out to HWY 53, we request that they remain public roads.*

REMOVAL OF STIPULATION/AGE RESTRICTION

The homes will be ideal for "empty nesters" and singles of all ages. There will be no amenities that typically attract families with school aged children. These are smaller footprint homes that will be more conducive to singles, couples or possibly those with small children. *We request removal of Stipulation 1.a and 1.b of ZA-C9-00004 of being an age restricted community.... an therefore be open to any interested purchaser.*



**built with care.**

Eastwood Homes of Georgia, LLC  
1000 Mansell Exchange West  
Building 350  
Phone: 248.494.1044

The revised site plan meets or exceeds all other ZA-C9-00004 Stipulations and we request no further changes. We have worked closely with staff to make other additions to the site plans for future ROW expansion within the city main roads and have worked diligently with the water and sewer authority to solve the challenging sewer issues for this site.

Thank you for your consideration.

Respectfully,

Scott Dozier  
Atlanta Division President  
Eastwood Homes

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



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

November 16, 2022

Mrs. Nicole LeCave  
Superintendent  
Dawson County Board of Education  
28 Main Street  
Dawsonville, Georgia 30534

Dear Mrs. Nicole LeCave:

This is to advise you that the Department of Planning and Zoning, City of Dawsonville, is in receipt of an application from Eastwood Homes of Georgia, to develop property located at 92 Hwy. 53 West, just west of intersection of Hwy. 53 and Howser Mill Road, with 90 residential buildings. The project consists of 61 single-family homes and 29 townhomes. All homes will have a minimum of 1,800 heated SF with 2-car garages. The proposal is to create a relatively small size neighborhood with community area, a gazebo and a dog park.

We would like to bring it to your attention that this proposed residential development is significant reduction as the currently approved plan allows 140 attached units.

The applicant believes that the new master plan will better compliment the existing neighborhoods and community as a whole. The applicant's strategy is to target "empty nesters" and singles of all ages. The homes are smaller than traditional "growing family" dwellings. There will be no amenities that typically attract families with school aged children such as a clubhouses, swimming pools, or tennis courts.

The Department will present the revised plans to the Planning Commission for consideration on December 12, 2022 at 5:30 PM at the City Hall.

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



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

Please provide us with any comments on this project by November 30, 2022.

If you have any questions, please contact me by emailing at [harmit.bedi@dawsonville-ga.gov](mailto:harmit.bedi@dawsonville-ga.gov) or by calling 706-203-4923.

Thanking you,

Sincerely,

Harmit Bedi, *AICP*  
Director, Planning and Zoning

cc: Bob Belz, City Manager, City of Dawsonville  
Hershel Bennett, Assistant Superintendent  
Scott Dozier, Atlanta Division President, Eastwood Homes  
Stacy Harris, Zoning Administrator, Dawsonville  
File



	<p align="center"><b>City of Dawsonville</b>                  415 Highway 53 East, Suite 100                  Dawsonville, GA 30534                  (706) 265-3256</p>	<p align="center"><b>Zoning Amendment                  Application</b></p>
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Application#: 2A C2300046

Applicant Name(s): EASTWOOD HOMES

Address: 1000 MANSELL EXCHANGE W. #350 City: ALPHARETTA Zip: 30022

Cell Phone: \_\_\_\_\_

Signature(s): Scott Dazier Date: 10/10/2022

Property Address: 592 HWY 53 WEST DAWSONVILLE GA 30534

Directions to Property from City Hall: TURN RIGHT ONTO HWY 53 WEST, AT THE TRAFFIC CIRCLE TAKE 1<sup>ST</sup> EXIT ONTO MAIN ST, CONTINUE ONTO HWY 53/JASPER ST. PROPERTY ON RIGHT.

Tax Map Parcel #: 082 021 Current Zoning: RPC

Land Lot(s) 379, 380, 437, 438 District: 4TH Section: 1ST

Subdivision Name: VILLAS AT DAWSONVILLE Lot# \_\_\_\_\_

Acres: 38.55 Current use of property: OPEN LAND PASTURE RESIDENTIAL

Has a past request of Rezone of this property been made before? YES If yes, provide ZA# C9-00004

The applicant request: CHANGE Zoning Condition

Rezoning to zoning category: RPC Conditional Use permit for: \_\_\_\_\_

Proposed use of property if rezoned: RESIDENTIAL

Residential # of lots proposed: 90 Minimum lot size proposed: SEE CONCEPT (Include Conceptual Plan)

Amenity area proposed: YES, if yes, what: WALKING PATH, GAZEBO, FIRE PIT

If Commercial: total building area proposed: N/A (Include Conceptual Plan)

Utilities: (utilities readily available at the road frontage):  Water  Sewer  Electric  Natural Gas

Proposed Utilities: (utilities developer intends to provide)  Water  Sewer  Electric  Natural Gas

Road Access/Proposed Access: (Access to the development/area will be provided from)

Road name: HWY. 53 Type of Surface: PAVED

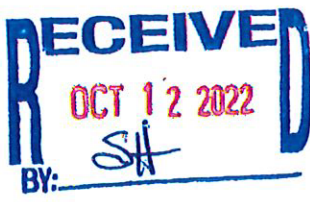
♦ Failure to complete all sections will result in rejection of application and unnecessary delays.

♦ I understand that failure to appear at a public hearing may result in the postponement or denial of this application.

DocuSigned by: Scott Dazier 10/10/2022

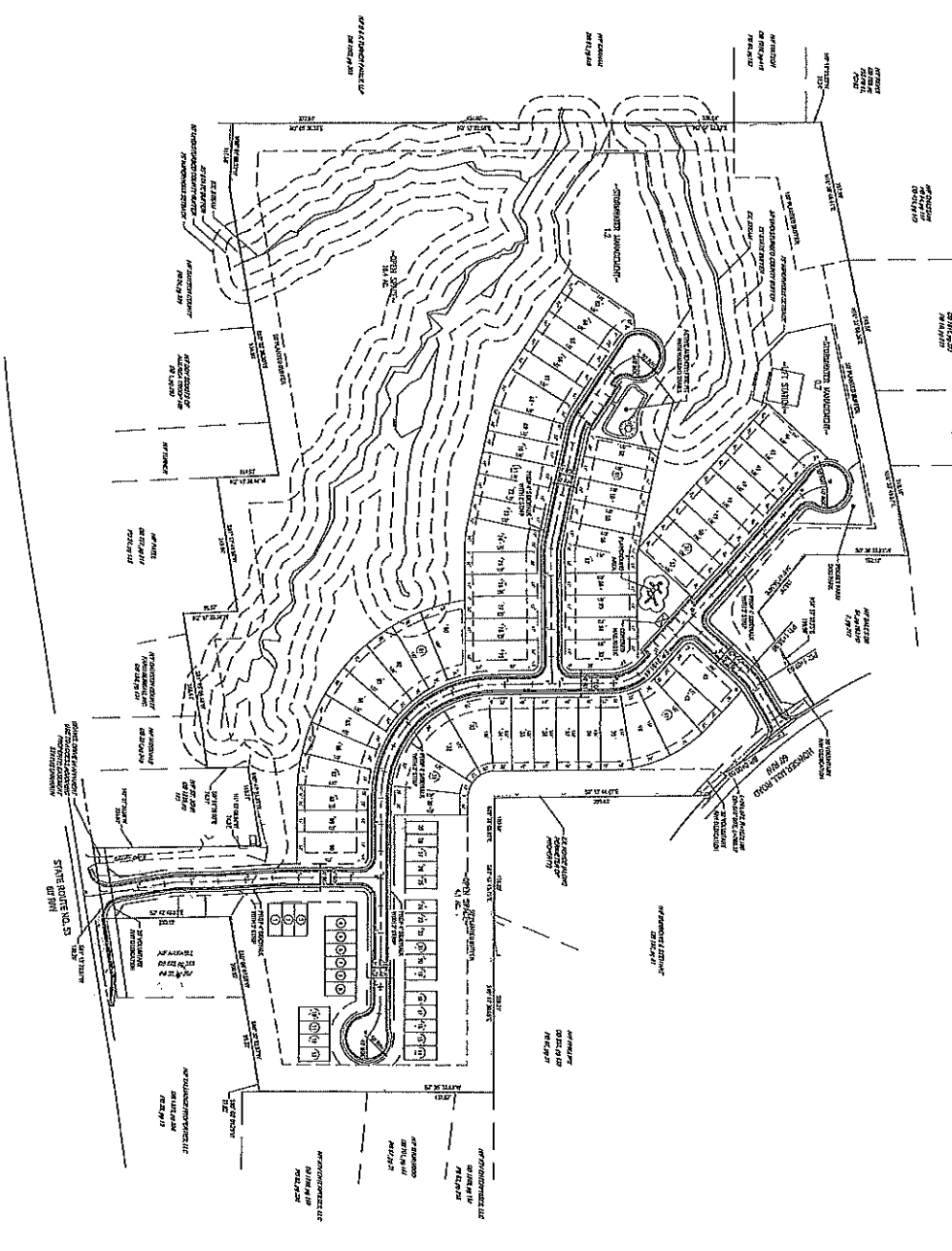
Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

<b>Office Use Only</b>	
Date Completed Application Rec'd:	Amount Paid: \$ <u>811.40</u> <u>437+438</u> Cash CC
Date of Planning Commission Meeting:	Dates Advertised:
Date of City Council Meeting:	Rescheduled for next Meeting:
Date of City Council Meeting:	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

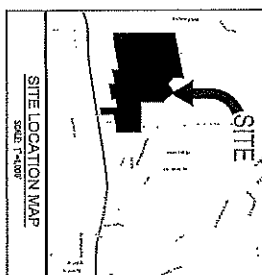




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 Call before you dig.  
 This information is for your information only. It is not intended to be used as a substitute for a professional engineering or architectural drawing. It is not intended to be used as a substitute for a professional engineering or architectural drawing. It is not intended to be used as a substitute for a professional engineering or architectural drawing.



NOV. 7, 2022



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ZONING PLAN

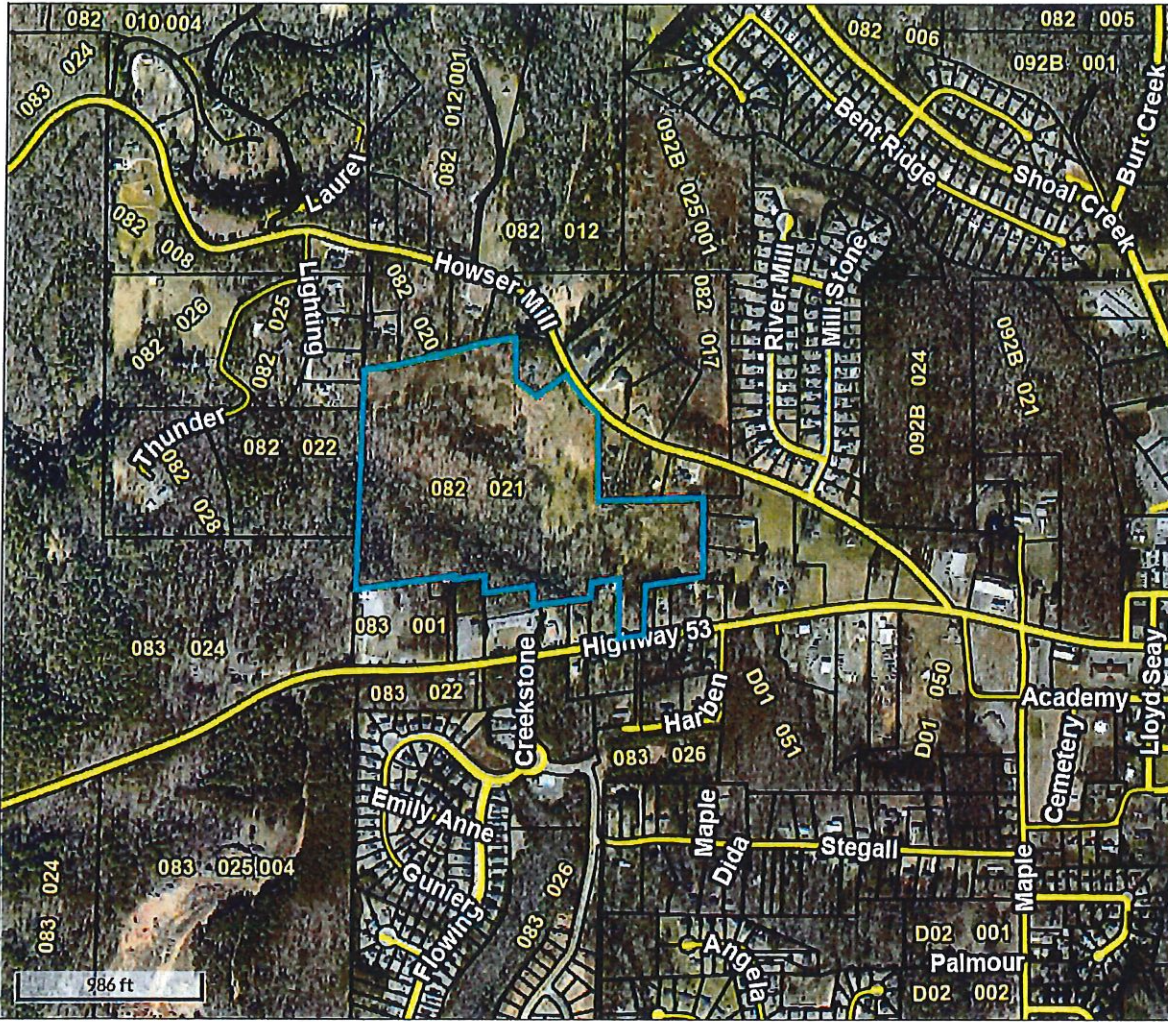
VILLAS AT DAWSONVILLE  
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 DAWSONVILLE, GA 30128

EASTWOOD HOMES  
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 DAWSONVILLE, GA 30128

360  
 415 FORT MCKEE DRIVE SUITE 410  
 KENNESAW, GEORGIA 30144  
 WWW.BEPCO.COM  
 770.424.4000

NOT ISSUED FOR CONSTRUCTION  
 FILE NUMBER: 01795-00  
 DATE: 11/02/2022  
 01





Overview



Legend



Parcel ID: 082 021  
Alt ID: 5808  
Owner: SONG SPARROW LLC  
Acres: 38.58  
Assessed Value: \$416600

Date created: 11/8/2022  
Last Data Uploaded: 11/8/2022 1:18:26 AM

Developed by  Schneider  
GEOSPATIAL

...my Deed given by Marian MacDonald to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for brace Home Loans, Inc., its successors and assigns, dated 05/15/2013, recorded in Deed Book 1064, Page 398, Dawson County, Georgia Records, last transferred to PNC Bank, National Association by instrument recorded in Deed Book 1594, Page 316, Dawson County, Georgia Records, conveying the after-described property to secure a Note in original principal amount of ONE HUNDRED ONETHOUSAND FORTY HUNDRED AND 0/100 DOLLARS (\$101,800.00), with interest thereon as set forth herein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Dawson County, Georgia, or at such place as may be lawfully designated in alternative, within the 24 hours of sale on the first day in November, 2022, the following described property:

EXHIBIT "A" ATTACHED TO AND MADE A PART OF

debt secured by said Security Deed has been and is hereby declared due because among other possible events of default, failure to pay the indebtedness as and when due in the manner provided in the Note and Security Deed, the debt remaining in default, sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed by law, including attorney's fees (notice pursuant to O.C.G.A. § 13-1-11 having been given).

property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which may be disclosed by an accurate survey and inspection of the property, any assessments, encumbrances, zoning ordinances, restrictions, covenants, and any matters of record including, but not limited to, those superior to the Security Deed first set out above.

Said property will be sold on an "as-is" basis without representation, warranty or recourse against the above-named or the undersigned, and the National Association of Realtors, as the holder of the Security Deed, to the property in accordance with OCGA § 44-14-

entity that has full authority to negotiate, amend, and modify all terms of the agreement with the debtor is: M&T Bank, N.A., 3232 Newmark Viamisburg, OH 45342, 3-8654.

however, that such sale is not required by law to be made, amend or modify the terms of the loan.

best knowledge and belief of the undersigned, the party in possession of the property is Marian L. MacDonald and said party is more commonly

known as Danny L. Pruitt AKA Danny L. Pruitt Jr and Amanda L. Pruitt to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for Fidelity Mortgage, Inc., its successors and assigns, dated 3/1/2005 and recorded in Deed Book 654 Page 304 and re-recorded at Deed Book 916 Page 170 Dawson County, Georgia records; as last transferred to or acquired by HSBC Bank USA, N.A., as Indenture Trustee for the registered holders of the Renaissance Home Equity Loan Asset-Backed Certificates, Series 2005-1, conveying the after-described property to secure a Note in the original principal amount of \$115,500.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Dawson County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on November 1, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lots 1087 and 1088, of the 4th district and 1st section of Dawson County, Georgia, being 1.33 acres as shown on a plat for Danny Lanier Pruitt, Jr. dated April 6, 2000, as surveyed by Hilton H. Hobby, Jr., Registered Surveyor, which plat is recorded in plat book 50, page 177, of the Dawson county records and incorporated herein by reference for a more complete description thereof.

Also conveyed herewith is in 20-foot wide nonexclusive perpetual easement for access leading to and from the within-described property and Cowart Road a/k/a Shiloh Church Road, Said easement being more fully depicted on the above referenced plat, which is incorporated herein by reference for a more complete description thereof.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 5583 Cowart Rd, Dawsonville, GA 30534 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the

successors and assigns, dated January 29, 2016, recorded in Deed Book 1184, Page 54, Dawson County, Georgia Records, as last transferred to Lakeview Loan Servicing, LLC by assignment recorded in Deed Book 1526, Page 327, Dawson County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of NINETY-TWO THOUSAND FOUR HUNDRED FORTY-TWO AND 0/100 DOLLARS (\$92,442.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Dawson County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in November, 2022, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice pursuant to O.C.G.A. § 13-1-11 having been given).

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and any matters of record including, but not limited to, those superior to the Security Deed first set out above. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned.

Lakeview Loan Servicing, LLC is the holder of the Security Deed to the property in accordance with OCGA § 44-14-162.2.

The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: M&T Bank, One Fountain Plaza, Buffalo, NY 14203, 800-724-1633.

Note, however, that such entity is not required by law to negotiate, amend or modify the terms of the loan.

To the best knowledge and belief of the undersigned, the party in possession of the property is Estate of Charles C. Downs, Jr and Frances Renee Downs or a tenant or tenants and said property is more commonly known as 61 Stone Place, Dawsonville, Georgia 30534. Should a conflict arise between the property address

### Public Hearings

#### Notice of Public Hearing

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.

#### ZA-C2300046:

Eastwood Homes of Georgia, LLC has petitioned a change of zoning condition for TMP 082 021; Located at 592 Hwy 53 West, with a city zoning of RPC (Residential Planned Community). Applicant is requesting a removal of stipulation 1a and 1b of ZA-C-900004 pertaining to Housing for Older Persons Act (fifty-five (55) years of age or older). Public Hearing Dates: Planning Commission on November 14, 2022, and City Council on December 5, 2022. City Council for a decision on December 19, 2022.

#### VAR-C2300047:

SDH Atlanta, LLC has requested to reduce to one street access for Cornerstone Subdivision (TMP 084 004 and 084 005); Located at 1694 and 1768 Hwy 9 South. Public Hearing Date: Planning Commission on November 14, 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.

113852 10/26

#### Public Notice

The Dawson County Planning Commission will hear the following request on November 15, 2022 at 6:00 p.m. in the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia:

Application for Rezoning: ZA 22-23 Jim King is requesting to rezone TMP 111-116 from RSR (Residential Sub-Rural) & C-HB (Commercial Highway Business) to C-IR (Commercial Industrial Restricted) for the purpose of developing a 319,000 square feet office/warehouse space. VR 22-24 Jim King is requesting to vary from the Dawson County Land Use Resolution Article VI Section 607.1.A Reduction of minimum parking requirements of a gross floor area.

above listed application, please contact this office for a Campaign Disclosure Form. This must be completed and filed with this office prior to the meeting date. This is only necessary if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.

113898 10/26,11/2

#### Public Notice

The Dawson County Planning Commission will hear the following request on November 15, 2022 at 6:00 p.m. in the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia:

Application for Rezoning: ZA 22-25 Perry Betterton is requesting to rezone TMP 104-058 from R-A (Residential Agriculture) to C-HE (Commercial Highway Business) for the purpose of opening a retail trailer sales business.

VR 22-27 Perry Betterton is requesting to vary from the Dawson County Land Use Resolution Article IV, Section 400.C.2.d light pole height The Dawson County Board of Commissioners will hear ZA 22-25 & VR 22-27 at their regularly scheduled meeting on December 15th 2022 Dawson County Board of Commissioners regular voting session meetings will immediately follow the board's 4 p.m. work session meetings at the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia.

If you have any questions or concerns regarding this application or need special accommodations please contact Harmony Gee, Zoning Administrator at 706-344-3500, ext. 42336. All interested parties are invited to attend and be heard.

If you should wish to speak in favor or opposition to the above listed application, please contact this office for a Campaign Disclosure Form. This must be completed and filed with this office prior to the meeting date. This is only necessary if you have made campaign contributions in the amount of \$250.00 or more within 2 years prior to this date.

113899 10/26,11/2

#### Public Notice

The Dawson County Planning Commission will hear the following request on November 15, 2022 at 6:00 p.m. in the DAWSON COUNTY GOVERNMENT CENTER, ASSEMBLY ROOM 2303 located at 25 JUSTICE WAY, Dawsonville, Georgia:

Application for Rezoning: ZA 22-27 Miles, Hansford & Tallant, LLC obo Darsit Patel is requesting to rezone TMP 093-034 from RSR (Residential Sub-Rural) to C-RB (Commercial Rural Business) for the purpose of developing a gas station and convenience store.

The Dawson County Board of Commissioners will hear ZA 22-

**PUBLIC NOTICE  
ON ZONING**

An owner cannot hold their property until the city of  
Dawsonville is notified for the zoning  
application and then attend the public hearing.

THE APPLICATION IS FOR:  
**ZA-C2300046**

HEARINGS WILL BE HELD BY:

<small>PLANNING COMMISSION</small>	<small>CITY COUNCIL</small>
<small>DATE: 11/14/2022</small>	<small>DATE: 11/23/2022</small>
<small>TIME: 5:30pm</small>	<small>TIME: 5:00pm</small>

HEARING LOCATION:  
DAWSONVILLE MUNICIPAL COMPLEX  
418 HIGHWAY 33 S SUITE 100  
DAWSONVILLE, GA 30834

FOR ADDITIONAL INFORMATION CALL  
CITY PLANNING & ZONING DEPT AT 706-298-3200

**THIS SIGN NOT TO BE REMOVED WITHOUT AUTHORIZATION**



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 10

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SUBJECT: 2022 GEORGIA EPD WATER LOSS AUDIT REPORT

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO REPORT ON THE 2022 GEORGIA EPD WATER LOSS AUDIT REPORT**

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HISTORY/ FACTS / ISSUES:

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Jacob Barr, Utilities Operation Manager



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 11

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SUBJECT: ORDINANCE – REGULATIONS AND FEES REGARDING NICHE COLUMBARIUM

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST: **FIRST READING**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADD SECTION 5-1: REGULATIONS REGARDING COLUMBARIUM; TO AMEND PORTIONS OF THE EXISTING FEE SCHEDULE TO PROVIDE A NEW FEE SCHEDULE FOR COLUMBARIUMS; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES. FIRST READING: FEBRUARY 6, 2023; SECOND READING AND CONSIDERATION TO ADOPT: MARCH 6, 2023.**

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HISTORY/ FACTS / ISSUES:

**CITY WILL BE PLACING TWO COLUMBARIUMS AT MEMORIAL GARDENS. ORDINANCE IS TO CONSIDER THE REGULATIONS CONCERNING THE COLUMBARIUM AND THE FEES.**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Robin Gazaway, Finance Administrator



Subject Matter: Columbarium Regulations  
Date of First Reading: February 6, 2023  
Date of Second Reading: March 6, 2023  
Date of Adoption:

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF DAWSONVILLE, GEORGIA, TO ADD SECTION 5-1: REGULATIONS REGARDING COLUMBARIUM; TO AMEND PORTIONS OF THE EXISTING FEE SCHEDULE TO PROVIDE A NEW FEE SCHEDULE FOR COLUMBARIUMS; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.**

**ORDINANCE NUMBER 01-2023**

**WHEREAS**, the City Council of Dawsonville, Georgia desires to add a columbarium in the City of Dawsonville for the purpose of housing human cremains;

**WHEREAS**, as part of the process of establishing a columbarium, it is necessary to enact rules and regulations to govern use and access to the columbarium and;

**AND WHEREAS**, the Council of the City of Dawsonville has determined that this ordinance represents appropriate regulations for the use of and access to a columbarium.

**NOW, THEREFORE**, be it ordained, and it is so ordained by the authority of City Council of Dawsonville, that Chapter 5, Article I be amended to include a new Section 5-1, to read as follows:

Short title: “An ordinance to provide regulations for Columbarium’s”

**SECTION ONE:** Establishment of Columbarium Regulations: the Code of the City of Dawsonville shall be amended to establish a new § 5-1, which shall from this date forward until modified read as follows:

Sec. 5-1 - Regulations regarding columbarium.

The City may construct, maintain, and does establish the following rules and guidelines regarding any columbarium owned by the City of Dawsonville:

- (1) *Fees:* All fees related to purchase of a niche, transfer of interment rights, opening of a niche, and any other fees related to the operation and use of the columbarium shall be established and set by the City of Dawsonville and codified in Section 2.110 of the City’s Code.
- (2) *Ownership:* All niches in the City of Dawsonville Columbarium are and shall be owned by the City of Dawsonville. The City may grant permission for cremains to be stored in a niche, which permission shall be in writing and shall be in the nature of a license permitting someone to store cremains as described in the writing granting such permission.
- (3) *Transfer of rights to utilize niche.* Transfer of the right to utilize a niche in the columbarium will only be allowed with written confirmation of approval from the City of Dawsonville. Any and all transfers of the right to utilize a niche shall require the payment of a nonrefundable transfer application fee to the City of Dawsonville before such rights can be transferred.

- (4) *Upkeep of columbarium.* The City of Dawsonville shall be solely responsible for the upkeep of the columbarium. The City of Dawsonville is not responsible or liable for theft or damage to the contents of the columbarium.
- (5) *Key possession and use of niche.* Possession of the key to unlock each burial niche within the columbarium will be held by the City of Dawsonville. It shall be illegal and a violation of this ordinance to make a copy of said key for personal use.
- (6) *Transfer documents.* The documents required to and relating to transfer of a burial niche shall be as prescribed by the City of Dawsonville.
- (7) *Opening of burial niches.*
- a. Initial Opening: A burial niche may be unlocked or opened for interring cremains free of charge.
  - b. Subsequent Openings: A niche may be opened up to two times after the initial interring of cremains, and each such charge shall be accompanied by the payment of a fee established by the City for that purpose. Any opening of a niche after the second such opening will require the payment of the same fee, but may only be done for the purpose of permanent removal of the cremains from the columbarium and will incur the disinterment charge.
  - c. Opening of a niche during weekend, holiday, or evening hours will cost an additional fee over and above the standard fee to open a niche.
- (8) *Interments.*
- (a) No niche shall be used for the interment of cremains until all fees have been fully paid, including interment fees. The Public Works Director or his or her agent will authorize placement of containers within a niche only after verification of payment of fees has been made.
  - (b) If the person(s) to be interred is not the owner, the owner must authorize the interment in writing and such authorization must be notarized.
  - (c) All interment requests shall be reviewed and approved by the Public Works Director or his or her agent prior to the actual interment.
- (9) *Disinterment.* The removal of cremains from a columbarium niche shall comply strictly with the following provisions:
- (a) The person(s) wishing to remove cremains must comply with the following:
    - i. The person seeking to remove cremains must have a legal right to manage the cremains, and bears the burden of proving to the City of Dawsonville that such legal right exists.
    - ii. The person seeking to remove cremains must provide a sworn statement as to the identity of the then living heirs of the person whose cremains are to be removed, such heirship to be determined according to O.C.G.A. § 53-2-1.
    - iii. The person seeking to remove cremains must provide notice to all persons identified in conjunction with Section (9)(a)(ii) above via certified mail or overnight delivery, or shall explain to the satisfaction of the Public Works Director why the notice cannot be provided. The notice must specify the date on which the cremains are to be removed, which shall be not less than two weeks from the date that the notice is sent.

- iv. Cremains shall not be removed from the columbarium until two weeks from the date that the above described notice is sent in order to provide any persons wishing to object to the removal the opportunity to explore legal remedies to stop said removal.
  - v. Any and all persons authorizing the removal of cremains shall indemnify and hold harmless the City of Dawsonville from all claims related to such removal.
- (b) The person(s) wishing to remove cremains must provide acceptable proof of identity, as determined by the Public Works Director or his or her agent.
  - (c) The request for cremains removal must be approved by the Public Works Director before removal may occur.
  - (d) If satisfactory documentation is not provided to remove cremains, the Public Works Director or his or her agent may deny the request for cremains removal. His or her decision will be final.
  - (e) The request for removal of cremains must be accompanied by the payment of all fees established by the City Council.
  - (f) After a completed removal, the Public Works Director or his or her agent shall amend the records to reflect the removal of the cremains.
- (10) *Marking of niches.* All burial niches must be marked when cremains are interred. All markings shall be done through the City of Dawsonville in such a manner as the City of Dawsonville shall prescribe. Limited inscription services shall be included in the cost of a niche. Included inscription shall contain a name, birthdate and date of death only for a maximum of two (2) cremains per niche.
- (11) *Cost.* The cost of a burial niche may be based upon such factors as the City Council may determine appropriate, including but not limited to the size of the niche and its location with respect to the columbarium in general.
- (12) *Use of niches.* A columbarium consists of niches for cremation interments only. No niches shall be used for any purpose other than the interment of human cremains (ashes). No personal items shall be allowed.
- (13) *Columbarium Planting and other Decorations.*
- (a) *Flower arrangements or memorials.* Following an interment in the columbarium, one flower arrangement or memorial may be left at the site of the niche in which the interment occurred for a duration not to exceed 72 hours, at which time the flower arrangement or memorial must be removed. Any flower arrangement or memorial left after 72 hours will be removed by City staff. At no time will any items be allowed to remain in or at the columbarium on a permanent or semi-permanent basis.
  - (b) The City is not responsible for flower arrangements or memorial placed in the columbarium.

**SECTION TWO:** Establishment of Fees and Charges Related to Columbarium: Paragraph 3 of Section 2-110 shall be amended to read as follows from the date of the adoption of this ordinance, forward:

(3) Cemeteries (chapter 5)

a. Grave Valuation	\$1,250.00
b. Columbarium Niches	
	Row A \$1,800.00 each
	Row B \$1,800.00 each
	Row C \$2,050.00 each
	Row D \$1,600.00 each
	Row E \$1,500.00 each
	Row F \$1,250.00 each
c. Opening of niches after interment between 8:00 AM and 4:00 PM Monday through Friday.	\$100.00 for each such opening up to the maximum amount of times permitted by the ordinance.
d. Opening of niches after interment on weekends, City-observed holidays, or after 4:00 PM Monday through Friday.	\$200.00 for each such opening up to the maximum amount of times permitted by the ordinance.
e. Opening of niches for removal of cremains.	\$50.00 in addition to the above stated fees for opening of niche.
f. Transfer of rights to use a niche.	\$25.00

**SECTION THREE:** It is the intent of the City of Dawsonville that this Ordinance be severable, such that if any portion or provision of this Ordinance is declared to be invalid, illegal, or unconstitutional, the remainder of the ordinance not so declared shall be enforceable, as if the portion deemed improper were not adopted.

**SECTION FOUR:** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION FIVE:** This ordinance shall take effect upon its passage by the Council of the City of Dawsonville.

**SO ADOPTED AND ORDANIED** by the City Council of Dawsonville, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2023.

(signatures on following page)

**MAYOR AND DAWSONVILLE CITY  
COUNCIL**

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

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

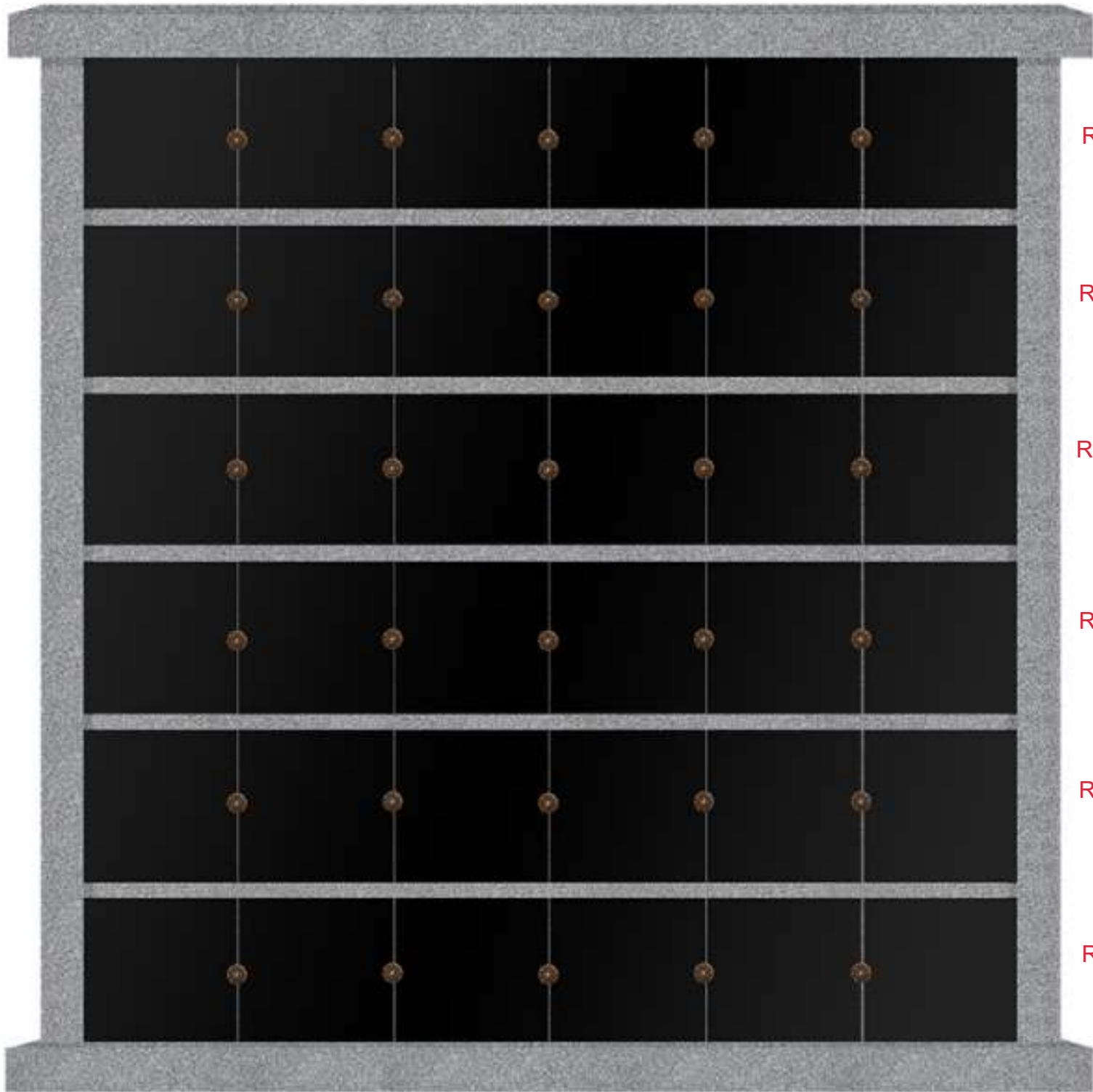
\_\_\_\_\_  
William Illg, Council Member Post 2

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

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

ATTESTED TO BY:

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



Row A - \$1800 each

Row B - \$1800 each

Row C - \$2050 each

Row D - \$1600 each

Row E - \$1500 each

Row F - \$1250 each



# DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

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SUBJECT: **REPORT OF APPROVED ADMINISTRATIVE VARIANCE #AVAR-C2300057**

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

**PURPOSE FOR REQUEST:**

**PLANNING DIRECTOR APPROVED AN ADMINISTRATIVE VARIANCE FOR HARDEMAN COMMUNITIES, INC.**

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**HISTORY/ FACTS / ISSUES:**

- **CREEKSTONE SUBDIVISION LOT 58 AND 59, LOCATED 142 TIMBER RIDGE, TMP 083 026 184**
  - **THE REQUEST WAS FOR A REDUCED SIDE SETBACK OF EIGHT (8) INCHES FROM THE REQUIRED FIVE (5) FOOT SIDE SETBACK.**
- 

**OPTIONS:**

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**RECOMMENDED SAMPLE MOTION:**

DEPARTMENT: Planning and Zoning


REQUESTED BY: Harmit Bedi

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**City of Dawsonville**

**DEPARTMENT OF PLANNING AND ZONING**

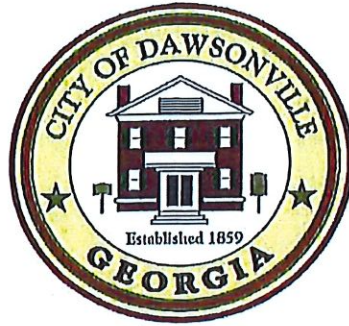
**TO:** The Mayor and City Council  
**DATE:** February 6, 2023  
**CC:** Bob Bolz, City Manager  
**FROM:** Harmit Bedi, Director, Planning and Zoning   
**RE:** Notice of the Administrative Variance  
Case #: A VAR – C2300057  
Project: Creekstone S/D  
Lots: 58 and 59

This is to advise you, as required by the Zoning Ordinance, Sec 902. Administrative Variances, E. Administration, the Department of Planning and Zoning has approved an Administrative Variance for the above referenced property on November 29, 2022. Public Notice due diligence was followed. The request was for reduced side set back of eight (8") inches from the required five (5') side set back.

Thank you.



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



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

November 29, 2022

Steve Eiberger  
Hardeman Communities, Inc.  
1000 Old Dawson Village Road  
Suite 220  
Dawsonville, GA 30534

Stever Eiberger:

This is to advise you that your Variance Application (Case # A VAR – C2300057) for a reduced side back of eight (8") inches from the required five (5') set back has been **Approved** administratively.

Keep this letter for your records.

Thanking you

Warm Regards

A handwritten signature in blue ink, appearing to read "Harmit Bedi", with a stylized flourish at the end.

Harmit Bedi, AICP  
Director, Planning and Zoning

cc: Stacy Harris, Planning and Zoning Department  
File



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 13

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SUBJECT: MODIFICATION REQUEST FOR MUSEUM ENTRANCE

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO PRESENT A REQUEST FROM THE LESSEE OF THE DAWSONVILLE HISTORY MUSEUM TO MODIFY THE FRONT ENTRANCE AS PER THE LEASE REQUIREMENTS**

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HISTORY/ FACTS / ISSUES:

**HEARD REQUEST AT 01/12/2023 MEETING; RECOMMENDATION TO RETURN TO CITY COUNCIL ONCE QUOTES HAVE BEEN OBTAINED.**

**ONE QUOTE ATTACHED FROM FB GLAZING SYSTEMS FOR \$36,865.00**

**CINDY ELLIOTT WILL HAVE TWO OTHER QUOTES AVAILABLE AT MONDAY'S MEETING FROM G&M FAST GLASS AND CHEROKEE GLASS & MIRROR**

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OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor

**BUDGET PROPOSAL**

DATE: January 16, 2023

TO: **City of Dawsonville**  
**Trampas Hansard**

PROJECT: **GA Racing Hall of Fame Entry**

ADDRESS: Dawsonville, GA

**SCOPE OF WORK:**

**WE WILL FURNISH AND INSTALL**

- 2"x 4-1/2" White Painted Aluminum storefront with 1" Tinted insulated glass (please note that new glass will not match existing) per attached drawing. Doors are medium stile with 10" bottom rails, CVR panics on operable doors, continuous hinges and threshold. Swap out customers cylinders. One pair of dealer doors with 4-0 x 7-0 and 5-0 x 7-0 leaves, the 5-0 leaf will not have a panic device, the 4-0 leaf will have a panic device.

- Demo of existing storefront is included and re location of existing auto operator to new storefront door is included, any electrical connect or disconnect will need to be provided by others.

- Two lines of perimeter caulking is included.

Qualifications: Work to be completed during normal business hours, patrons will have to be re routed to not walk through construction zone.

**OUR PROPOSAL INCLUDES:**

Material as Detailed (in scope above)	Field Measuring	Perimeter Sealant 2 lines
Precision CNC Fabrication	Shop Drawings	Warranty: Mfg. Standard
Installation	Finish: White Paint Mfg. Standard	

**Our Proposal Does Not Include: (unless specifically noted as included above)**

Opening Prep	Aluminum/Glass Shower Door	Any work involving security systems/access control
Wood Blocking	Mock-ups	Responsibility for occupants personal property
Custom Door Pulls	Bond	Removing or reinstalling window treatments
Dumpster Cost	ACM	Any work involving asbestos or lead base paint
Final Cleaning	Overhead Doors	Any work involving Heating and Air Conditioning
Attic Stock	Overtime Hours	Protection From Damage by other Trades
Interior Perimeter Caulking	Bituminous Coating	Leaded/X-ray Glass
Nanawall' Type Doors	Fire Safing Insulation	Glass Roll Up Doors
Sound Rated Glazing (STC ratings)	Wood Doors and Wood Door Lites	Any preparation for Miscellaneous Glazing
Field Testing	Wire Mesh	Door lite kits or glass stops
PE Stamped Drawings	Vinyl Lettering	Window Film
Embeds	Millworks Glass, Mirror or Shelving	Hollow Metal Frames and glass for HM.
Louvers	Glass Handrails	Fire Rated Glass and Frames
Mirrors	NFRC Labels	Millworks Labor (prep and cutting for wooden stops)
Non-Standard Cores/Cylinders (unless otherwise noted)	Final Keying By Others	Delegated Design
Counter Flashing	Structural Analysis	Brake Metal
Liquidated Damages		

**PRICE..... \$36,865.00**

PAYMENT TERMS: NET 30 Days

PROPOSAL BASED UPON	X	OUR TAKE OFF		CUSTOMER TAKE OFF	<u>SALES TAX</u>	X	INCLUDED		EXCLUDED
PROPOSAL IS VALID FOR	30	DAYS			<u>FREIGHT</u>	X	INCLUDED		EXCLUDED

**\*\*PLEASE NOTE: PRICING BASED ON CURRENT MARKET CONDITIONS. MATERIALS COST MAY INCREASE BASED ON RELEASE/PURCHASE DATE RESULTING IN A NEED FOR AN ESCALATION PRICING REVISION.**

Unless specifically included in the above scope of work, provisions for work involving lead based paint, asbestos, or other hazardous materials are NOT included in this proposal.  
Free and easy access required at all openings. Our bid and price are conditioned on use of AIA Document A401 Subcontract (1997 Edition) as the terms and conditions for any resulting Subcontract or simple form Purchase Order. All sales are subject to our acceptance of terms, conditions, and credit approval.

Project Name: GA Racing Hall of Fame Doors

1/16/2023 9:21 AM

Frame Set Name: Frame Set 1

Frame Name: 48 Door leaf

Panels: 8

Rows: 3

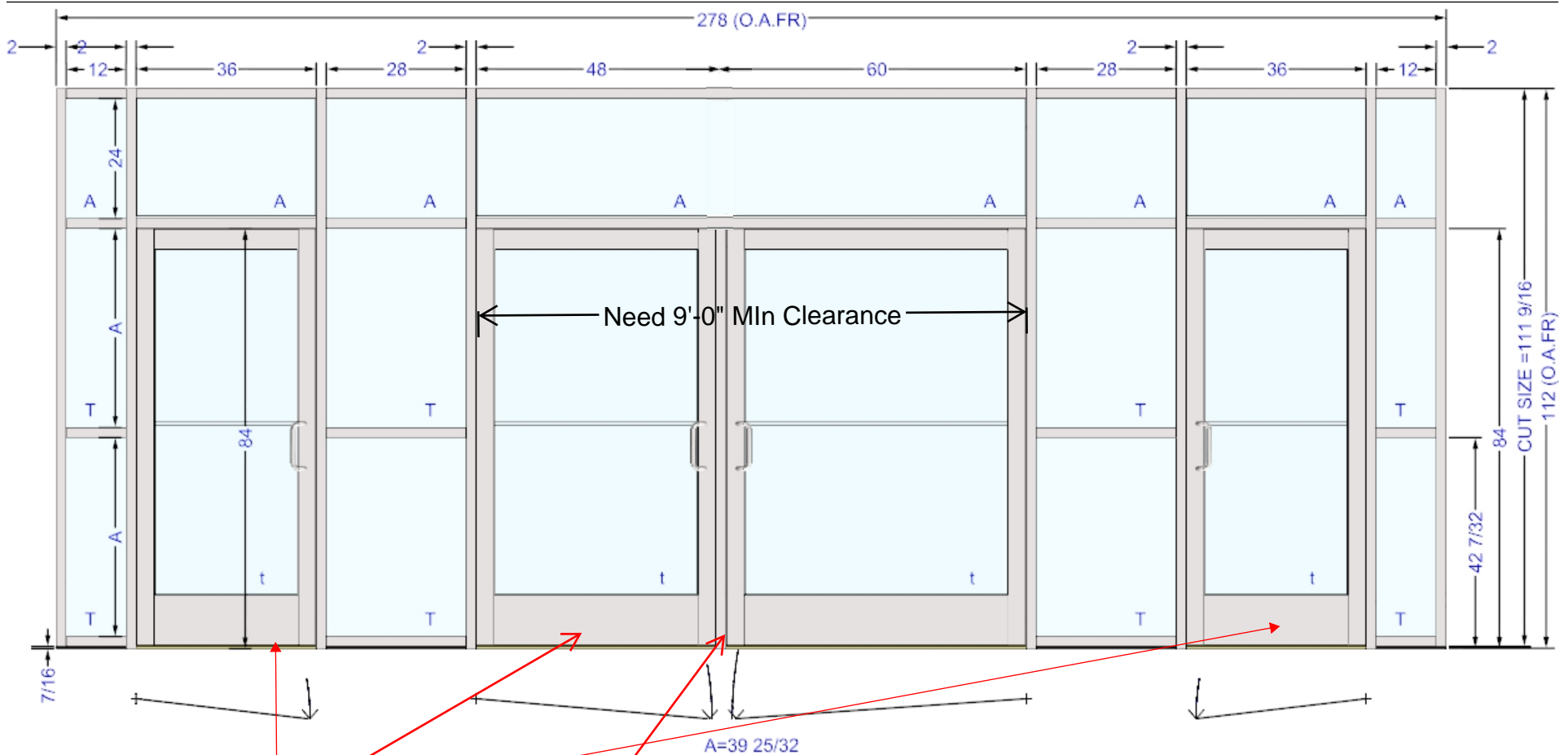
Metal Group: YES 45 FI SS

D/S: 1 Frame Type: Standard

Frame Width: 278

Frame Height: 112

Required: 1



CVR Panics

No Mullion as drawn

Doors are 3-0 x 7-0 Med Stile with 10" Bottom Rails, CVR, Continuous Hinges, mfg standard lock balance mfg. standard.

Frames are 2" x 4-1/2" Non Thermal, Open Back, Trans.

Storefront Frames are 2" x 4-1/2" CG, non thermal.



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 14

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SUBJECT: CONSIDER CANCELLATION OF FEBRUARY 20, 2023 CITY COUNCIL MEETING

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO REQUEST CONSIDERATION OF CANCELLING THE FEBRUARY 20, 2023 CITY COUNCIL MEETING**

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HISTORY/ FACTS / ISSUES:

- **CURRENTLY THERE ARE NO PRESSING ITEMS TO BE PLACED ON THE 02/20/2023 CITY COUNCIL MEETING AND NONE ARE ANTICIPATED**
  - **SCHOOL IS CLOSED THIS DAY FOR THE OBSERVATION OF PRESIDENT'S DAY HOLIDAY AND IN COMBINATION WITH A ½ DAY ON THE PREVIOUS FRIDAY AND CLOSED TUESDAY, FEBRUARY 21, 2023 – WINTER BREAK.**
- 

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Mike Eason, Mayor



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 15

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SUBJECT: \_\_\_\_\_ **STAFF REPORT: CITY MANAGER** \_\_\_\_\_

CITY COUNCIL MEETING DATE: 02/06/2023

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

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

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

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PURPOSE FOR REQUEST:

**TO PROVIDE PROJECT UPDATES**

---

HISTORY/ FACTS / ISSUES:

**SEE ATTACHED OUTLINE**

---

OPTIONS:

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RECOMMENDED SAMPLE MOTION:

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REQUESTED BY: Bob Bolz, City Manager

## CITY MANAGER REPORT

PREPARED JANUARY 31, 2023 – FEBRUARY 6, 2023

**GDOT Concept Team Meeting – Perimeter Road Extension:** The City Manager and the Public Works Director participated in a virtual Concept Team Meeting for the Perimeter Road Extension on January 25<sup>th</sup>. There were over 30 GDOT employees involved in the meeting. According to the information we received, design will start in FY30 and construction in FY34. One issue that was made but not resolved concerned whether or not the finished road would be “on system” (part of GDOT system) or “off system” (city roads). Some of the participants understood it to both ways. City staff participating as well as several of the GDOT personnel advised the group that creating the bypass and not putting it on system was counterproductive. If on system, the city gets the downtown roads to control and GDOT controls the Perimeter Road extension and can mandate trucks to use that route. GDOT is working to clarify this discrepancy.

**Comprehensive Plan:** Planning & Zoning Director Harmit Bedi has developed a 24-member steering committee and has worked with GMRC to establish a meeting schedule (second Thursday of each month) at 5:30 PM with our first meeting February 9<sup>th</sup>. We hope you can come out and join us.

**Dawson County Chamber of Commerce Junior Leadership Visit:** Each year this group of promising young people visit the city and are treated to a familiarization of what the city does, presented by City Council members, the Mayor, and staff. This is followed by role playing exercises, and snacks. Ahead of time, the city provides to the students, issues that are to be brought to them as they are role playing as members of a Mock City Council. This year's event is scheduled for February 15<sup>th</sup> starting at 8:15 AM. We hope you can come out and join us.

**Distillery Update:** We have repaired the cooler and freezer. We met with the Fire Marshal and were told that we need an engineered drawing of the kitchen space including the fire suppression system. We are getting estimates for this work. We are also evaluating the feasibility of offering a drive thru area.

**Georgia Racing Hall OF Fame:** The Museum Director and our Public Works Director are researching improvements to the museum front, removal of old, leaking doors and windows to be replaced with showroom doors to enable staff to bring cars in and out with a new canopy. We are awaiting the Museum Director to provide bids for the special door considerations to allow vehicles to be moved in and out. In a joint, herculean effort, the Public Works, and Utility Departments removed all the Winner's Circle concrete squares, electrical wiring, and lights. Originally, we thought the flag wall would be lost but they were able to save it. This joint effort saved money as well. City personnel are getting bids for installing electrical outlets and lighting and repouring one continuous slab.

**Deputy Program with Sheriff's Office:** Our officer, Jacob Champion, has taken the initiative to develop a community service program along with restitution for various juvenile incidents of vandalism and property destruction.

**DCA Certified Local Government:** PZ Staff finalized and have submitted the grant request that would cover the cost of the required survey needed to regain our Certified Local Government status.

**Governor's Office of Planning & Budget Grant for Water System Infrastructure due to Population Increase:** No news on the grant we applied for offered by the Governor's Office of OPB that can be awarded to municipalities experiencing significant population increases. The grant request totaled \$1,154,720.00 and would be used to cover the cost of drilling and setting up operation of the new well. The grant requires a 75-25 match; so, our portion would be \$285,000.00. We already had budgeted in our Enterprise Fund for the total amount. If awarded, this could represent a savings of up to \$896,220.00. The plans and design for the well are complete and under review by GBT.

**Impact Fees Study:** The Finance Administrator and City Manager are evaluating the preliminary drafts of the Impact Fee Study, much work still needs to be done.

**Wastewater Treatment Plant:** We await comments from EPD and the USDA with regards to the package Turnipseed Engineering submitted for their permitting process and funding consideration.

### **Main Street Park Projects:**

- **Land and Water Conservation Fund:** Staff are working with CEC to develop a Land and Water Conservation Fund grant that could be applied toward the park. By law it has to go toward outdoor recreation. It cannot go toward roads and infrastructure to get to a new park. We have several areas in the existing park that could benefit from LWCF that could cover the cost of the basketball and pickleball courts. If awarded, it would be a 50-50 match. We will continue research and let you know as more information becomes available.
- **Playground:** The very popular zip line needs some repairs/updates. We have found that our model is no longer made. We researched and it appears we can purchase and have installed a new zip wire that will cost the city \$8,000.00+ after a 50% discount.
- **Disc Golf:** The course continues in popularity with popular glow rounds every Thursday night.
- **Basketball Court & Pickleball Courts:** Bids for the grading portion of this project are to be opened December 6<sup>th</sup> with bids for just the grading, not court construction, ranging from \$134,250.00 to \$186,370.00. We recommended and the City Council approved rejecting these bids. We are rebidding at a grading to a lesser standard. These are ideal projects for the LWCF.
- **Sidewalk to Main Street Park from Care Facility:** This project is complete. Much thanks to the Civitan Club for financing a portion of this addition.
- **Shade:** Staff continue researching shade for various locations in the park.
- **Skate Park Expansion:** Staff are estimating cost for expansion of this amenity.
- **Small Bathroom between Shelter #3 and Skate Park/Court Area:** We are working identify a modular rest room that can be set on site after grading and hooked up to utilities.
- **Stage:** Staff are researching the purchase of a hydraulic, mobile stage, like what we used at the tree lighting event. Since it is portable it can be set up and taken down in a few hours. This idea is opposed to an amphitheater. Our concerns for an amphitheater include cost, additionally facility would sit outside, weather, and possibly get vandalized. As we develop more research, we will present pros, cons, and a recommendation soon.
- **Dog Park:** Eagle Scout candidate Palmer Hartley has finished his project complete with obstacles for the dogs, signage, and an entry way. The sidewalk is complete and landscape work will start as soon as the ground dries out.
- **Bridge & Trail to Library:** EPD approved a culvert at the location where the bridge was to be constructed connecting Main Street Park to the library via walkway. The IGA was approved by the BOC on October 6<sup>th</sup>.



- **Geocaching Site:** Geocaching is a sport that is growing in popularity. There has existed a cache at the GRHOF for years. We have been approached by a volunteer geocaching enthusiast that wants to install and will maintain three sites, one in Main Street Park, one at the Dog Park, and one at Wallace Park. Staff have met with her, and we are awaiting her official proposal.
- **Splash Pad:** Research into the possibility of adding this amenity is underway.

**Downtown Update:** Much work continues on efforts to help our downtown areas.

- **Strategic Planning: Foundation of all Downtown Activities:**
  - a. RFP Posted Nationwide: Staff are answering questions and developing criteria for review. Deadline for submittal of RFP's is February 6<sup>th</sup>.
  - b. Staff is creating a tentative project management framework and assembling project background research, recommendations, to begin working with consultant ASAP. It will include a robust public participation plan to support plan process; many downtown businesses have agreed to maintain idea logs to document public interest; building relationships and assembling contact lists for this process.
  - c. Managing ARC Grant: Preparing Interim Progress Report for required submission.
- **DDA Business Co-op Advertisement Program:**
  - a. Creating a "Downtown Dawsonville" website. DDA agreed to fund purchase URL/Domain names: Dawsonville Downtown .org, .gov, .com
    - 1) To include a map and information of current downtown and business locations.
    - 2) To include map of potential business space available for lease.
    - 3) To include map of potential property available for business space.
    - 4) To include business spotlight and advertisements.
    - 5) Will be used to market Town Center development.
- **Creating a co-op of business owners to advertise on HWY 53 billboard. DDA agreed to participate in funding this effort.**
  - 1) Contract and artwork in process.
  - 2) Business agreements in process.
  - 3) Creating a co-op of business owners to advertise on Downtown Dawsonville pamphlet funded in part by the DDA to be distributed downtown, given to new utility customers, used as a mailout insert for interested residential and business inquires, and in a future water bill. Artwork in process.
  - 4) Researched downtown banners and digital sign/kiosk Business agreements in process.
  - 5) Creating a "Business Welcome Packet" for new/potential businesses, including information on access to business assistance, grants and other resources.
- **Creating Demographic and Market Data reports and infographics to make available on City website Downtown Development page for potential businesses.**

**Leak Adjustments:** Leak Adjustment this month 11.

Water \$ 620.68 Sewer \$938.85 Total \$1,559.53

**Calendar YTD \$1,559.53**

With regards to leak adjustments, the higher number are due to the multiple days of subfreezing weather.



CITY OF DAWSONVILLE, GEORGIA  
GENERAL FUND  
July 1, 2022 - January 31, 2023

59%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	\$ 2,163,050	\$ 1,423,931	65.83%
Licenses and permits	91,900	65,918	71.73%
Intergovernmental revenues	6,000	-	0.00%
Fees	256,975	86,959	33.84%
Other	<u>796,326</u>	<u>116,705</u>	<u>14.66%</u>
 Total revenues	 <u>3,314,251</u>	 <u>1,693,513</u>	 <u>51.10%</u>
<b>EXPENDITURES</b>			
Department:			
Council	134,400	79,040	58.81%
Mayor	22,860	9,523	41.66%
Elections	15,000	-	0.00%
Administration	1,769,862	1,124,301	63.52%
City Hall building	163,694	72,575	44.34%
Animal control	1,536	100	6.51%
Roads	584,363	413,127	70.70%
Parks	65,528	66,377	101.30%
Planning and zoning	440,008	285,790	64.95%
Economic development	<u>117,000</u>	<u>7,000</u>	<u>5.98%</u>
 Total expenditures	 <u>3,314,251</u>	 <u>2,057,833</u>	 <u>62.09%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (364,320)	
 Transfer in From Reserves		 <u>364,320</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
WATER, SEWER, AND GARBAGE FUND  
July 1, 2022 - January 31, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Water fees	\$ 800,000	\$ 475,846	59.48%
Sewer fees	900,000	556,717	61.86%
Garbage fees	230,200	147,662	64.15%
Miscellaneous	<u>357,683</u>	<u>212,419</u>	<u>59.39%</u>
Total revenues	<u>2,287,883</u>	<u>1,392,644</u>	<u>60.87%</u>
<b>EXPENDITURES</b>			
Depreciation	574,000	311,570	54.28%
Garbage service	230,200	127,731	55.49%
Group insurance	164,000	107,157	65.34%
Insurance	-	455	#DIV/0!
Interest	87,450	41,701	47.69%
Payroll taxes	31,000	17,520	56.52%
Professional	193,000	270,203	140.00%
Miscellaneous	149,311	69,235	46.37%
Repairs/supplies	229,000	149,795	65.41%
Retirement	24,000	14,947	62.28%
Salaries	355,672	234,101	65.82%
Technical services	77,000	52,094	67.65%
Utilities	<u>173,250</u>	<u>89,312</u>	<u>51.55%</u>
Total expenditures	<u>2,287,883</u>	<u>1,485,821</u>	<u>64.94%</u>
<b>INCOME (LOSS)</b>		<u><u>(93,177)</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VI  
 July 1, 2022 - January 31, 2023

**SPLOST VI**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	-	-	#DIV/0!
Interest	100	505	505.00%
Other	<u>42,900</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>43,000</u>	 <u>505</u>	 <u>1.17%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	72,538	0.00%
Sewer projects	-	-	0.00%
Public works equipment - sewer	34,000	-	0.00%
Water projects	-	-	0.00%
Public works equipment - water	-	-	0.00%
Farmers market	9,000	4,500	50.00%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>43,000</u>	 <u>77,038</u>	 <u>179.16%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (76,533)	
 Transfer in From Reserves		 <u>76,533</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA  
 SPLOST VII  
 July 1, 2022 - January 31, 2023

**SPLOST VII**

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
<b>REVENUES</b>			
Taxes	1,599,900	676,242	42.27%
Interest	100	4,466	4466.00%
Other	-	-	0.00%
	<u>1,600,000</u>	<u>680,708</u>	<u>42.54%</u>
<b>EXPENDITURES (Capital Outlays)</b>			
City hall acquisition	-	-	#DIV/0!
Roads and sidewalks	-	-	#DIV/0!
Public works equipment - roads	-	-	0.00%
Land Acq. / Downtown	789,000	689,000	0.00%
Public works equipment - sewer	-	-	0.00%
Water projects/Sewer Projects	677,000	-	0.00%
Public works equipment - water	34,000	-	0.00%
Farmers market	-	-	#DIV/0!
Parks and recreation	100,000	10,867	0.00%
	<u>1,600,000</u>	<u>699,867</u>	<u>43.74%</u>
<b>TOTAL REVENUES OVER EXPENDITURES</b>		(19,159)	
Transfer in From Reserves		<u>19,159</u>	
<b>NET CHANGE IN FUND BALANCE</b>		<u><u>-</u></u>	