

AGENDA
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 20, 2023
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting held March 6, 2023
 - Executive Session held March 6, 2023
 - b. Approve Amended SAFEbuilt Contract
8. Employee Recognition
9. Proclamation: Employee Appreciation Month

BUSINESS

10. ZA-C2300078: Sherry Phillips has petitioned a zoning amendment for TMP D02 013, Located at 129 Stegall Place from R-2 (Single-Family Residential District) to RMM (Residential Manufactured/Moved). Public Hearing Dates: Planning Commission on February 13, 2023 and City Council on March 6, 2023. City Council for a decision on March 20, 2023.

PUBLIC HEARING

11. VAR-C2300077: Sherry Phillips has requested a variance for mobile home placement on less than the required 3-acre minimal lot size for TMP D02 013, Located at 129 Stegall Place. Public Hearing Date: Planning Commission on February 13, 2023, and City Council on March 20, 2023. City Council for a decision on March 20, 2023.
12. ZA-C2300085: Kevin Lalani has petitioned a zoning amendment for TMP D03 056, Located at 514 Academy Ave from CBD (Central Business District) to TB (Town Business District). Public Hearing Dates: Planning Commission on March 13, 2023, and City Council on March 20, 2023. City Council for a decision on April 17, 2023.

WORK SESSION

13. Impact Fee Study Presentation
14. Georgia One Fund Grant for Dawsonville History Museum
15. Downtown Development Update

STAFF REPORTS

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

EXECUTIVE SESSION, IF NEEDED

ADJOURNMENT

The next scheduled City Council meeting is Monday, April 17, 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

SUBJECT: CONSENT AGENDA

CITY COUNCIL MEETING DATE: 03/20/2023

PURPOSE FOR REQUEST:

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

- a. Approve Minutes
 - Regular Meeting held March 6, 2023
 - Executive Session held March 6, 2023
 - b. Approve Amended SAFEbuilt Contract
-



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

SUBJECT: APPROVE MINUTES

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO APPROVE THE MINUTES FROM:

- **REGULAR MEETING HELD MARCH 6, 2023**
 - **EXECUTIVE SESSION HELD MARCH 6, 2023**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

AMEND OR APPROVE AS PRESENTED

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Beverly Banister, City Clerk

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 6, 2023
5:00 P.M.

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, Director of Downtown Development Amanda Edmondson. Stacy Haris and Clay Moss were also present from the Planning & Zoning Department.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Illg.
4. **ANNOUNCEMENTS:** Mayor Eason announced the first Food Truck Friday will take place on May 5, 2023 at the Farmer's Market Pavilion and the Amicalola Regional Farmer's Market will have their opening day on April 29th starting at 8:00 a.m.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by J. Walden; second by M. French. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a - c) made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held February 6, 2023
 - b. Approve Amendment to 2023 Solid Waste Collection Service Contract
 - c. Approve National Prescription Opiate Litigation Settlement Documents

PUBLIC HEARING

8. **ZA-C2300078:** Sherry Phillips has petitioned a zoning amendment for TMP D02 013, Located at 129 Stegall Place from R-2 (Single-Family Residential District) to RMM (Residential Manufactured/Moved). Public Hearing Dates: Planning Commission on February 13, 2023 and City Council on March 6, 2023. City Council for a decision on March 20, 2023.

Stacy Harris read the rezoning request. Motion to open the public hearing made by M. French; second by W. Illg. Vote carried unanimously in favor. Mayor Eason conducted the public hearing. The following person(s) spoke in favor of the request:

- Sherry Phillips, 129 Stegall Place, Dawsonville: Ms. Phillips, the applicant, simply stated she would like to replace the old mobile home with a new one because it is more cost effective to replace it than repair it.

No one spoke in opposition to the request.

Motion to close the public hearing made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

BUSINESS

9. **VAR-C2300077:** Sherry Phillips has requested a variance for mobile home placement on less than the required 3-acre minimal lot size for TMP D02 013, Located at 129 Stegall Place. Public Hearing Date: Planning Commission on February 13, 2023, and City Council on March 20, 2023. City Council for a decision on March 20, 2023.

Stacy Harris read the variance request. Mayor Eason stated the public hearing and decision will take place at the March 20, 2023 City Council meeting.

10. **ORDINANCE NO. 01-2023:** 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

MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 6, 2023
5:00 P.M.

For Other Purposes. First Reading: February 6, 2023; Second Reading and Consideration to Adopt: March 6, 2023.

Finance Administrator Gazaway provided the second reading of the ordinance. Motion to approve Ordinance No. 01-2023 as presented made by W. Illg; second by C. Phillips. Vote carried unanimously in favor.

- 11. SPECIAL EVENT PERMIT W. ROAD CLOSURE, KARE FOR KIDS EASTER EGG HUNT: APRIL 8, 2023:** Motion to approve the road closure of Main Street through the park on April 8, 2023 for the hours of 8:00 a.m. to 3:00 p.m. and to waive the pavilion rental fees made by M. French; second by C. Phillips. Councilmember Illg appreciates KARE for Kids providing the event for the community. Vote carried unanimously in favor.
- 12. CONSIDER PROMOTION OF JACOB BARR TO UTILITY DIRECTOR:** City Manager Bolz recommended the promotion. Motion to approve promoting Jacob Barr to the position of Utility Director with a five dollar (\$5.00) per hour salary increase made by W. Illg; second by J. Walden. Vote carried unanimously in favor.
- 13. UPGRADE TO SCADA SYSTEM:** Motion to award the SCADA system upgrade to J.K. Duren in the amount of \$94,688 to be paid out of the FY 2023 Enterprise budget made by M. French; second by J. Walden. Vote carried unanimously in favor.
- 14. PROPOSAL FOR WATER AND SEWER RATE STUDY:** Motion to approve Turnipseed Engineers to provide a water and sewer rate study in the amount of \$12,500 to be paid out of the FY 2023 Enterprise budget made by W. Illg; second by M. French. Vote carried unanimously in favor.
- 15. DAWSONVILLE HISTORY MUSEUM LEASE UPDATE:** Mayor Eason reported the attorney for the museum and the City's attorney are working through some details of the lease; the original approved lease was not accepted by the museum. They hope to have it ready for the March 20, 2023 City Council meeting.
- 16. IMPACT FEE STUDY UPDATE:** Finance Administrator Gazaway reported that the second draft of the impact fee study has been provided for review. She further stated that Adam Hazell from the Georgia Mountain Regional Commission will be at the March 20, 2023 meeting to review it with the City Council. Mayor Eason stated the study is the first step in implementing impact fees; the City partnered with the GMRC to provide the study.
- 17. COMPREHENSIVE DOWNTOWN STRATEGIC PLAN UPDATE:** Downtown Development Director Edmondson reviewed the goals intended for developing a comprehensive downtown strategic plan and provided information regarding the request for proposals. Currently they are being reviewed by staff and the intention is to hold interviews with specific firms to home in on the needs of the City. She invited the Mayor and Council to be involved with the process if they would like to be or electronic copies of the proposals could be provided. Mayor Eason instructed the Council to reach out to Ms. Edmondson if they wish to participate in the process and further requested for the top three (3) proposals to be sent to the Mayor and Council.

EXECUTIVE SESSION

At 5:19 p.m. a motion to close regular session and go into executive session for real estate was made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

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

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

**MINUTES
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Monday, March 6, 2023
5:00 P.M.**

ADJOURNMENT:

At 5:50 p.m. a motion to adjourn the meeting was made by M. French; second by C. Phillips. Vote carried unanimously three in favor (French, Phillips, Eason) with two opposed (Illg, Walden).

Approved this 20th day of March 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 March 6, 2023.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5¹⁹ 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);

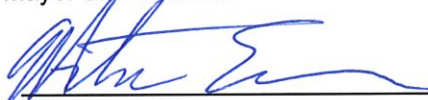
Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

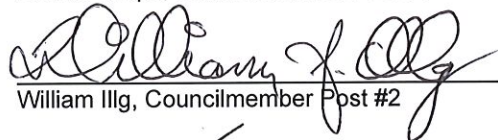
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);


Other _____ as provided in: _____.

This 6th day of March 2023; By the City of Dawsonville, Mayor and Council:


Mike Eason, Mayor

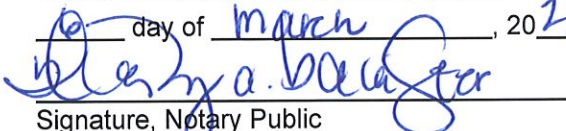

Caleb Phillips, Councilmember Post #1


William Illg, Councilmember Post #2


John Walden, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this 6 day of March, 2023.


Signature, Notary Public

My Commission expires: Feb 18, 2024





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 7b

SUBJECT: APPROVE AMENDED SAFEUILT CONTRACT

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST:

TO REQUEST APPROVAL OF THE AMENDED AGREEMENT FOR SUPPLEMENTAL SERVICES WITH SAFEUILT

HISTORY/ FACTS / ISSUES:

- ORIGINAL CONTRACT APPROVED BY COUNCIL ON 02/06/2023 FOR PLAN REVIEW AND BUILDING INSPECTIONS.
 - AMENDED AGREEMENT INCLUDED ONE SIGNIFICANT CHANGE TO EXHIBIT C REGARDING THE REQUIRED USE OF SAFEUILT'S SOFTWARE WHICH WAS ELIMINATED FROM THE AGREEMENT AND OTHER CHANGES INCLUDED OUR MAILING ADDRESS AND CLARIFICATION ON A TYPO FOR PLAN REVIEW SERVICE FEES
 - CITY ATTORNEY APPROVED AMENDED CONTRACT
-

OPTIONS:

STAFF RECOMMENDS APPROVAL

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris

**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.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements 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:

If to Municipality: Bob Bolz, City Manager City of Dawsonville 415 Hwy. 53 East, Suite 100 Dawsonville, GA 30534 Email: bob.bolz@dawsonville-ga.gov	If to Consultant: Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com
---	--

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

(Balance of page left intentionally blank)

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. 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

3. 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			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	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:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Electrical , Fire • Residential and Commercial 	\$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"> • Includes Fire Review • Residential and Commercial 	\$95.00 per hour – one (1) 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 – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 8

SUBJECT: EMPLOYEE RECOGNITION

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO RECOGNIZE AND PRESENT THE FOLLOWING:

- **INTRODUCE NEW EMPLOYEE HUNTER SIMMONS**
 - **SERVICE AWARDS FOR MARCH 2023: TONY SEABOLT, 2 YEARS**
 - **FEBRUARY 2023 EMPLOYEE OF THE MONTH: TONY SEABOLT**
 - **RECOGNIZE STACY HARRIS FOR RECEIVING THE GACE LEVEL ONE CERTIFICATION**
-

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

SUBJECT: **PROCLAMATION: EMPLOYEE APPRECIATION MONTH**

CITY COUNCIL MEETING DATE: 03/20/20223

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

TO READ PROCLAMATION FOR EMPLOYEE APPRECIATION MONTH

HISTORY/ FACTS / ISSUES:

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



Proclamation

Employee Appreciation Month March 2023



WHEREAS, the City of Dawsonville citizens are served every single day by public servants; the unsung heroes who keep our City working; and

WHEREAS, public employees make great contributions to their communities by serving in areas such as utility service, public works and administration; and

WHEREAS, the public employees of the City of Dawsonville are committed to exhibiting the highest standards of excellence, dedication, creativity and skills; and

WHEREAS, day in and day out, they provide the quality and quantity of diverse services required and expected by the citizens of their local government with efficiency, effectiveness and integrity; and

WHEREAS, without these public servants at every level, continuity of service would be impossible; and

WHEREAS, the City of Dawsonville recognizes the dedication and talents of public employees, as well as the value of the services they render at all levels;

NOW, THEREFORE, I, MIKE EASON, Mayor of the City of Dawsonville, do hereby proclaim the month of March as:

“EMPLOYEE APPRECIATION MONTH”

And I do hereby call upon all citizens to recognize and express their appreciation for the vital contributions made daily by all public employees throughout the City of Dawsonville.

Mike Eason, Mayor

Attest:

Beverly A. Banister, City Clerk



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 10

SUBJECT: ZA-C2300078

CITY COUNCIL MEETING DATE: 03/20/2023

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**

SHERRY PHILLIPS HAS PETITIONED A ZONING AMENDMENT FOR TMP D02 013, LOCATED AT 129 STEGALL PLACE FROM R-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RMM (RESIDENTIAL MANUFACTURED/MOVED). PUBLIC HEARING DATES: PLANNING COMMISSION ON FEBRUARY 13, 2023, AND CITY COUNCIL ON MARCH 6, 2023. CITY COUNCIL FOR A DECISION ON MARCH 20, 2023.

HISTORY/ FACTS / ISSUES:

- Property falls within the Post 1 Council district.
- Applicant is requesting to rezone from R-2 Single Family Residential District to RMM (Residential Manufactured/Moved)
- Property contains a dilapidated mobile home. Applicant intends to remove mobile home and replace with a new manufactured home.
- Stegall Place features a combination of single-family homes and manufactured (mobile) homes.
- The Planning Commission, during the regular meeting, on February 13, 2023, approved the rezoning request without any stipulation.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris



CASE SUMMARY / ANALYSIS

TO: Mayor and Council
DATE: February 20, 2023
FROM: Stacy Harris, Zoning Admin

REFERENCE: ZA-C2300078 - Request for a Rezoning

FINDING OF FACTS:

Sherry Phillips has applied for a zoning amendment for the property located at 129 Stegall Place, identified as TMP D02 013 and the lot size is 0.53 acres. On February 13, 2023, the Planning Commission conducted a public hearing and approved the request without any stipulations.

THE REQUEST:

The applicant seeks to rezone the property from R-2 Single Family Residential District to RMM Residential Manufactured/Moved. The property currently contains a dilapidated mobile home, which the applicant intends to remove and replace with a new manufactured home if the rezoning is approved. We have attached the applicant's letter of intent, a petition in support of the rezoning, and photos of the proposed new home. (see attached).

BACKGROUND:

Property falls within the Post 1 Council district and is subject to regulations outlined in the City Code. According to Article XII of the Code, which pertains to R-2, Single Family Residential District, manufactured (mobile) homes are prohibited. However, Article XVI allows for the use of manufactured (mobile) homes are permitted under RMM Residential Manufactured/Moved District.

As specified in Section 1601 of Article XVI of the City Code, the minimum lot size requirement is three acres.

STAFF ANALYSIS:

The property in question is located at 129 Stegall Place, which is zoned R-2 Single Family Residential District on both sides. The street features a combination of single-family homes and manufactured (mobile) homes. However, the current residential structure on the subject property is a dilapidated and uninhabitable manufactured home.

RECEIVED
JAN 11 2023



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

BY: SK
Zoning Amendment
Application

Application#: ZA-C2300078

Applicant Name(s): Sherry Phillips

Address: 293 Dawson Manor Drive City: Dawsonville Zip: 30534

Cell Phone: _____ Email: _____

Signature(s) Sherry Phillips Date 1/11/23

Property Address: 129 Stegall Place

Directions to Property from City Hall: Turn right onto Hwy 53 W, go 0.3 mile, turn left onto Academy Avenue, continue across Hwy 9, turn left onto Maple Street, turn right onto Stegall Place, 4th home on the left.

Tax Map Parcel #: D02 013 Current Zoning: R2

Land Lot(s): 30 District: 02 Section: 1st

Subdivision Name: Stegall Manor Subdivision Lot# 446, 447

Acres: _____ Current use of property: Inhabitable and dilapidated home

Has a past request of Rezone of this property been made before? No If yes, provide ZA# _____

The applicant request:

Rezoning to zoning category: Rmm Conditional Use permit for: _____

Proposed use of property if rezoned: Primary residence

Residential #of lots proposed: 1-2 Minimum lot size proposed 1 (Include Conceptual Plan)

Amenity area proposed N/A, if yes, what _____

If Commercial: total building area proposed: _____ (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: Stegall Place Type of Surface: asphalt

- ◆ 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.

Sherry L. Phillips
Signature of Applicant

1/11/23
Date

Office Use Only	
Date Completed Application Rec'd: <u>01.11.2023</u>	Amount Paid: \$ <u>350</u> <u>(CK)</u> Cash CC
Date of Planning Commission Meeting: <u>2.13.2023</u>	Dates Advertised: <u>2.1.2023</u>
Date of City Council Meeting: <u>03.06.2023</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>03.20.2023</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:



City of Dawsonville

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

**Zoning Amendment
Authorization**

Property Owner Authorization

I / We Sherry Phillips hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 129 Stegall Place, Tax Map Parcel # 130304 0125 A as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Sherry Phillips
Signature of Applicant or Agent Sherry L. Phillips Date 1/11/23
Mailing Address 293 Dawson Manor Drive
City Dawsonville State GA Zip 30534

Sworn and subscribed before me on this

11 day of January 2023

Stanislav Zaverukha
Notary Public, State of Georgia



Stanislav Zaverukha
NOTARY PUBLIC
Dawson County, Georgia
My Commission Expires
March 21, 2023

My Commission Expires: March 21, 2023

Notary Seal

January 11, 2023

To: Mayor and City Council
Planning Commission
City of Dawsonville

RE: **Letter of Intent**

I respectfully submit this Letter of Intent which outlines the proposed rezoning of my property at 129 Stegall Place, as well as to grant a variance which would allow me to replace my dilapidated mobile home with a new one. I have not lived in the home for almost 20 years as I was a caregiver for my mom, and I lived with her. During that time, I allowed various family members to live in the home. After my mom's death, we sold her home, and I had every intention of renovating my current mobile home and moving back into it. However, I was unaware as to how extensive the damage was to my home and the fact that it wasn't salvageable.

I have found a brand-new mobile home with a little more than 1,500 sq. ft., which is larger than the current home, for around \$120,000. I have received a quote from a local builder, and it seems that a 1400 sq. ft. basic stick-built home would cost ~\$250,000.

As much as I would love to be able to build a home, which is now required by the City of Dawsonville for homes zoned R-2, it's just not financially viable. I'm on a very limited income and there's no way that I could afford payments on a stick-built home, nor could I qualify for a loan for one. Replacing my home with another mobile home is the only hope that I have of obtaining a home. It is important to note that this will be MY primary residence. I have been living with my daughter and her family for a little over six months as I do not have a home until this matter is settled. I have been a resident of the City of Dawsonville for more than 40 years. I'm not asking for any special privileges, merely to be able to replace what is there with a new mobile home. Such an approval would drastically improve the aesthetics of my property and allow a bigger footprint than currently exists; therefore, increasing the property value not only for myself, but for my surrounding neighbors as noted by their supporting petition.

I would also note that there are six (6) other mobile homes on this street (see attached pictures), and this proposed replacement (see attached pictures and floorplan) will be more aesthetically appealing than the ones currently in place. In addition, we plan to continue making improvements to the existing lot should the Council see fit to approve this request, as I plan to cut additional trees and clean the lot up as well as to nicely landscape the front yard once the new home is in place.

In closing, I would also request that the Commission and the City Council please consider a refund of the fees associated with the rezoning and variance applications that I have paid due to the financial hardship these costs have placed on me. Thank you in advance for granting me the time to plead my case and for your thorough consideration of this very important decision.

Sincerely,

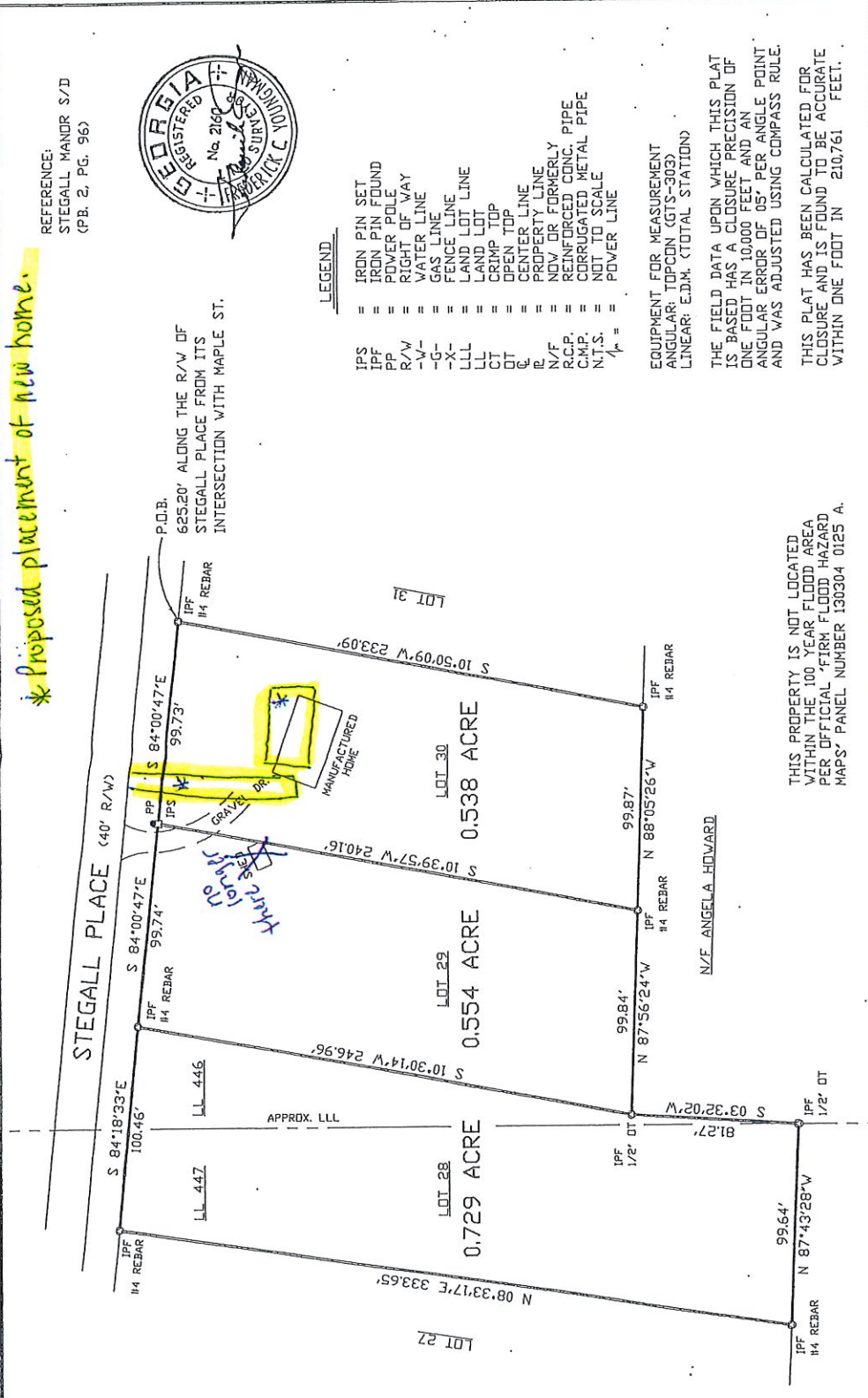
Sherry Phillips



PETITION IN SUPPORT OF REZONING REQUEST TO ALLOW REPLACEMENT OF MOBILE HOME AT
129 STEGALL PLACE

	NAME	ADDRESS	PHONE NO.	EMAIL ADDRESS
L*	Sara Rich	173 Stegall Place		
x	GRANK BROTHERS	11		
x	Carolanne Ingram	178 Stegall Place		
	Anthony Ingram	188 Stegall Place		
	Jesse Phillips	158 Stegall pl		
	Carol Jolly	31 Diddle Ln		
	Keith Jolly	31 Diddle Ln		
Across	Sara Worley	130 Stegall Place		
	Teresa Worley	130 Stegall Place		
R	Jordan Kinney	113 Stegall Place		
	Cindy Hudgins	203 Stegall Place		
	Kenneth Lawson	203 Stegall Place		

NAME	ADDRESS	PHONE NO.	EMAIL ADDRESS
Shon Geddes	110 Stegall Place,		



VEY 3' 150' 50'

SECTION: LAND LOT: 446, 447
STATE: GEORGIA DISTRICT: 4TH
COUNTY: DAWSON
FILE NO: 98047 DATE: 5/06/98

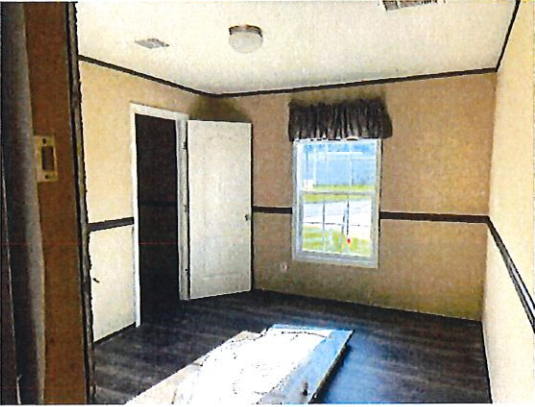
SURVEY FOR
SHERRY LYNN PHILLIPS
LOTS 28, 29, 30 STEGALL MANDR S/D

Youngman Surveying, Inc.
185 Clark Road
Lawsonville, Georgia 30554
(706) 216-8585

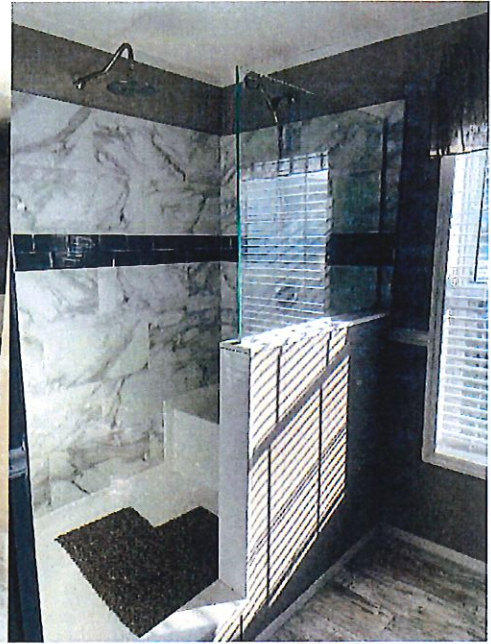
Proposed Replacement – 129 Stegall Place



Proposed Replacement – 129 Stegall Place

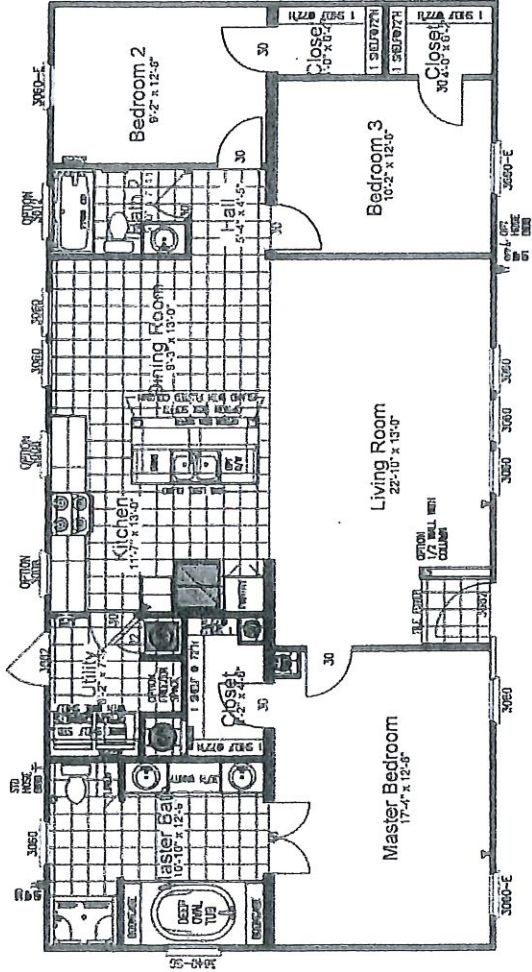


Proposed Replacement – 129 Stegall Place





RECEIVED
 JAN 11 2023
 BY: _____



MODEL: 290TE28563F 3 BR. ~ 2 BA.
 28'-0" X 56'-0" ~ 1493 SQ. FT.



City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Harmit Bedi
Planning Director

Stacy Harris
Zoning Admin Assistant

Planning Commission:

Randy Davis, Chairperson
Alexis Noggle, Post 1
Josh Nichols, Post 2
Sandy Sawyer, Post 3
Anna Tobolski, Post 4

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

PUBLIC NOTICE

The following public hearings will be conducted 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 conducted 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 C2300078: Sherry Phillips has petitioned a zoning amendment for TMP D02 013, Located at 129 Stegall Place from R-2 (Single-Family Residential District) to RMM (Residential Manufactured/Moved). Public Hearing Dates: Planning Commission on February 13, 2023, and City Council on March 6, 2023. City Council for a decision on March 20, 2023.

VAR C2300077: Sherry Phillips has requested a variance for mobile home placement on less than the required 3-acre minimal lot size for TMP D02 013, Located at 129 Stegall Place. Public Hearing Date: Planning Commission on February 13, 2023, and City Council on March 20, 2023. City Council for a decision on March 20, 2023.

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.



DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 11

SUBJECT: VAR-C2300077

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST: **PUBLIC HEARING AND DECISION**

SHERRY PHILLIPS HAS REQUESTED A VARIANCE FOR MOBILE HOME PLACEMENT ON LESS THAN THE REQUIRED 3-ACRE MINIMAL LOT SIZE FOR TMP D02 013, LOCATED AT 129 STEGALL PLACE. PUBLIC HEARING DATE: PLANNING COMMISSION ON FEBRUARY 13, 2023, AND CITY COUNCIL ON MARCH 20, 2023. CITY COUNCIL FOR A DECISION ON MARCH 20, 2023.

HISTORY/ FACTS / ISSUES:

- Property falls within the Post 1 Council district.
- Lot size is smaller than the required 3-acre minimum lot size.
- Property is zoned R-2 Single Family Residential District
- Stegall Place features a combination of single-family homes and manufactured (mobile) homes.
- The Planning Commission, during the regular meeting, on February 13, 2023, approved the variance request without any stipulation.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris



CASE SUMMARY / ANALYSIS

TO: Mayor and Council
DATE: February 20, 2023
FROM: Stacy Harris, Zoning Admin
SUBJECT: Request for a Variance VAR-C2300077

FINDING OF FACTS:

Sherry Phillips has applied for a variance for the property located at 129 Stegall Place; identified as TMP D02 013, which is zoned as R-2 Single Family Residential District. The lot size of the property is 0.53 acre. Following a public hearing on February 13, 2023, the Planning Commission approved the variance request without any stipulations.

THE REQUEST:

The applicant has requested a variance to place a mobile/manufactured home on a lot that is smaller than the required 3-acre minimum lot size. In addition, they have also requested a rezoning of the property from R-2 Single Family Residential District to RMM Residential Manufactured/Moved District.

BACKGROUND:

Property falls within the Post 1 Council district and is subject to regulations outlined in the City Code. According to Article XII of the Code, which pertains to R-2, Single Family Residential District, manufactured (mobile) homes are prohibited. However, Article XVI allows for the use of manufactured (mobile) homes are permitted under RMM Residential Manufactured/Moved District.

As specified in Section 1601 of Article XVI of the City Code, the minimum lot size requirement is three acres.

STAFF ANALYSIS:

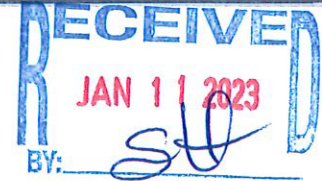
The property in question is located at 129 Stegall Place, which is zoned R-2 Single Family Residential District on both sides. The street features a combination of single-family homes and manufactured (mobile) homes. However, the current residential structure on the subject property is a dilapidated and uninhabitable manufactured home.



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

Variance Application

VAR- C2300077



Application for: Appeal Special Exception Adjustment

Variance Requested: Article XVI - RMM, Sec. 1601.4 (Letter of Intent must fully describe this request)

Applicant Name: Sherry Phillips Company: _____

Address: 129 Stegall Place City: Dawsonville Zip: 30534

Cell Phone: _____ Email: _____

Owner Name(s): Sherry Phillips

Address: same City: _____ Zip: _____

Cell Phone: _____ Email: _____

Exact Location and Description of Subject Property:

Address: 129 Stegall Place Lot # 446, 447

Present/Proposed Zoning: R2 Parcel # D02-013

District: 02 Land Lot: 30 Tax Map # 130304 0125 A

Present and/or Proposed Use of Property: Replace an inhabitable and dilapidated mobile home

Required Items:

- A completed signed application.
- A detailed Letter of Intent of your request along with any supporting maps, survey's and/or documents requested by the Planning Director.
- The Letter of Intent shall address the criteria specified in Article IX, Sec. 907. Variances, conditional uses and map amendments (see page 2 & 3).
- Sign Variance authorized by City Council only per Chapter 105 Sec 105-8.

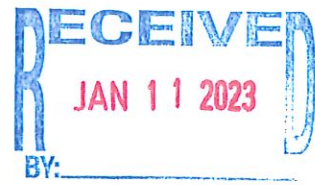
FEE SCHEDULE

Variance Per Ordinance Amendment	\$300.00
Administrative fee	\$100.00
Appeals and Change of Zoning Conditions	\$500.00
Public Notice Certified Mail	\$7.82 per adjacent property owner

Sherry L. Phillips
 Signature of Applicant

1/11/23
 Date

Office Use Only	
Date Completed Application Rec'd: <u>01.11.2023</u>	Amount Paid: \$ <u>431.28</u> <u>CK</u> Cash CK
Date of Planning Commission Meeting: <u>2.13.2023</u>	Dates Advertised: <u>02.01.2023</u>
Approved by Planning Commission: YES NO	Approved by City Council: YES NO
	Postponed: YES NO Date:



City of Dawsonville Land Use and Zoning Ordinance: Article IX Variances.

Does This Proposal Qualify For A Variance?

The purpose of a variance is to provide relief when a strict application of the district requirements would impose unusual practical difficulties or unnecessary physical hardships on the applicant. Practical difficulties and unnecessary hardships may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other conditions on the site or in the immediate vicinity. No variance shall be granted to allow the use of property for a purpose not authorized within the district in which the proposed use would be located. A variance should be granted only after evidence is presented and accepted that enforcement of all of the required standards on the property in question would render the property useless. This Article establishes conditions; criteria for granting variances; public hearings on proposed variances; variances to road requirements; variance procedures; compliance with conditions of approval; vested interest in approved variances; investigations and reports; revocation; limitations on re-applications; and use variance. A variance may be granted, upon specific findings that all of the following conditions exist. The absence of any one of the conditions shall be grounds for denial of the application for variance.

Please Answer The Following In Addition to Providing A Letter Of Intent

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; and,

Answer:

Surrounding residential homes on my street and in my district that are also coded as R-2 are not required to have a 3-acre lot to build on. Also, a 3-acre lot was not required when I originally placed my mobile home on this lot. and,

2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located;

Answer:

While not ideal, I do have an additional lot that could be used if the Commission agrees to approve for the rezoning; however, even with lots, I still would fall short of the 3-acre requirement just to be able to replace my home. and,

3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

Answer:

No, granting the variance will not provide any special privileges to the applicant. I'm simply asking to be able replace what is currently there. I would love to be able to replace with a stick built home but we have checked with builders and have received estimates of \$225k - \$250k for a 1300 sq. ft. and this is not in my budget as I am on a limited income. and,

4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value;

Answer:

The granting of the variance will only be beneficial for the neighborhood. I have already been trying to make improvements to my property and by cleaning the area up and replacing my home, it will dramatically improve the aesthetics of the neighborhood, the flow of water, and dead tree removal. and,

5. The special circumstances are not the result of the actions of the applicant;

Answer:

I have not lived in my current home for 20 years. I was the caregiver for my mom during this time and my brother lived in my home. After my mom passed away, I had plans to move back in to my home. We knew we would have some renovations to make but once we were able to get back in there, we realized it was beyond repair due to the extensive damages (see provided pictures). and,

6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure;

Answer:

Yes, I am not seeking anything more than what is currently there.

and,

7. The variance is a request to permit a use of land, building or structures which is permitted by right in the district involved.

Answer:

Yes.

The applicant, or designated agent, MUST* attend the public hearings for the variance request to be considered.

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



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

**Property Owner
 Authorization**

VAR# C2300077 TMP# D02-013 Applicant's Name: Sherry Phillips

Property Owner Authorization

I / We Sherry Phillips hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 129 Stegall Place, Tax Map # 130304 0125 A as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by this request.

I hereby authorize the person(s) or entity(ies) named below to act as the applicant or agent in pursuit of the variance requested on this property. I understand that any variance granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action.

Printed Name of Owner Sherry Phillips

Signature of Owner Sherry Phillips Date 1/11/23

Mailing Address 293 Dawson Manor Drive

City Dawsonville State GA Zip 30534

Telephone Number _____

Sworn to and subscribed before me
 this 11 day of January 2023.

Stanislav Zaverukha
 Notary Public, State of Georgia

My Commission Expires: March 21, 2023



Stanislav Zaverukha
NOTARY PUBLIC
 Dawson County, Georgia
 My Commission Expires
 March 21, 2023

Notary Seal

(The complete names of all owners must be listed, if the owner is a partnership, the names of all partners must be listed, if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please have the additional sheet/sheets notarized also.)

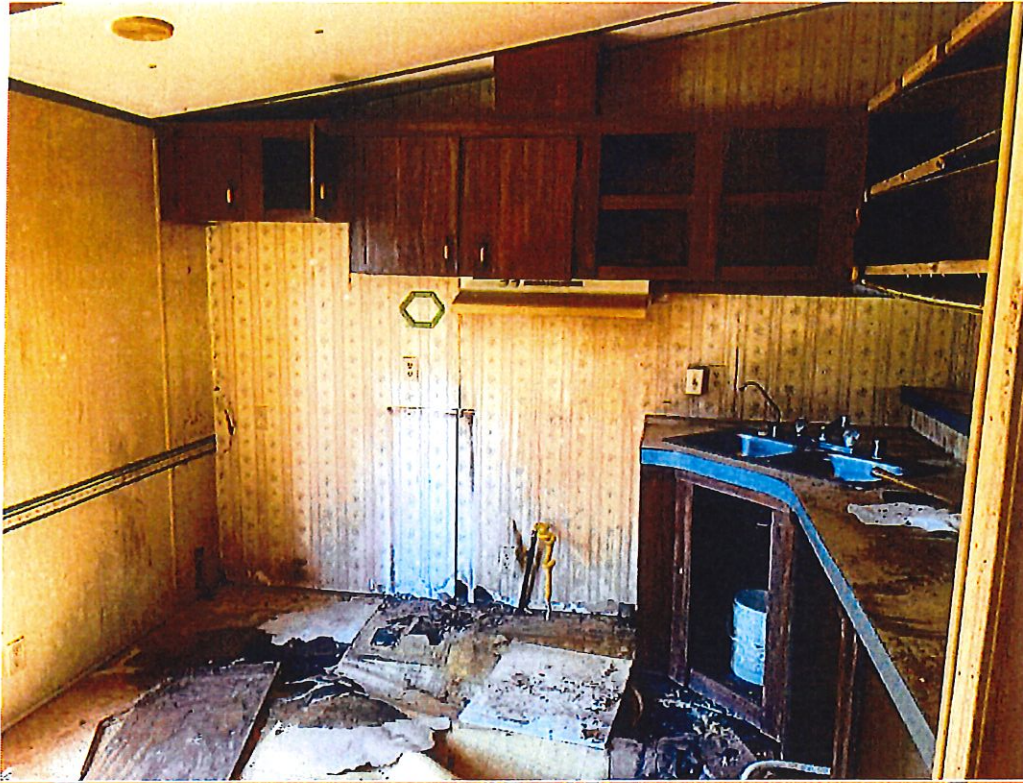
Existing Home – 129 Stegall Place



Existing Home – 129 Stegall Place



Existing Home – 129 Stegall Place



Existing Home – 129 Stegall Place





DAWSONVILLE CITY COUNCIL EXECUTIVE SUMMARY FOR AGENDA ITEM # 12

SUBJECT: ZA-C2300085

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

PURPOSE FOR REQUEST: **PUBLIC HEARING**

Kevin Lalani has applied for a zoning amendment for TMP D03 056, located at 514 Academy Ave. from CBD (Central Business District) to TB (Town Business District). Public Hearing Dates: Planning Commission on March 13, 2023, and City Council on March 20, 2023. City Council for a decision on April 17, 2023.

HISTORY/ FACTS / ISSUES:

- Applicant is requesting to rezone from CBD (Central Business District to TB (Town Business District).
- Property contains an abandoned residential structure.
- Applicant is proposing a mixed-use development standalone coffee/eatery shop and office spaces.
- Property falls within the Post 3 Council district.
- The Planning Commission, during the regular meeting, on March 13, 2023, approved the rezoning request without conditions.

OPTIONS:

RECOMMENDED SAMPLE MOTION:

DEPARTMENT: Planning and Zoning

REQUESTED BY: Stacy Harris

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



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

STAFF REPORT

TO: Mayor and Council
DATE: March 14, 2023
FROM: Stacy Harris, Planning and Zoning
SUBJECT: 514 Academy Ave ZA – C2300085

Request:

Kevin Lalani has applied for a zoning amendment for TMP D03 056, located at 514 Academy Ave. from CBD (Central Business District) to TB (Town Business District). Public Hearing Dates: Planning Commission on March 13, 2023, and City Council on March 20, 2023. City Council for a decision on April 17, 2023.

Background:

The property is in the Historic District and in Post 3 Council district. Additionally, the property is adjacent to the future Dawsonville Town Center.

Staff Analysis:

The surrounding properties adjacent to the subject property are zoned Town Business and Central Business District. The property, which has an abandoned residential structure has a lot size of 1.023-acre.

The Planning Commission held a public hearing on March 13, 2023, and approved the zoning amendment for the property without conditions. The request is in line with the current Comprehensive Plan.

Applicant is proposing a mixed-use development standalone coffee/eatery shop and office spaces. Attached is the letter of intent.



City of Dawsonville

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

**Zoning Amendment
Application**

Application#: 2A-C2300085

Applicant Name(s): Lalani, Kevin

Address: 131 Prominence Court, Suite 140 City: Dawsonville Zip: 30534

Cell Phone: [REDACTED] Email: [REDACTED]

Signature(s) Kevin Lalani Date _____

Property Address: 514 Academy Ave Dawsonville, GA 30534

Directions to Property from City Hall: North on Shoal Creek 0.1 miles, East on Hwy 9 0.1 miles
Right on Hwy 53 0.08 miles to SW corner of Hwy 53 + Academy intersection.

Tax Map Parcel #: D03 056 Current Zoning: CBD

Land Lot(s): LL 441 District: 04 Section: 1

Subdivision Name: NA Lot# _____

Acres: 1.023 Current use of property: Residential Abandoned

Has a past request of Rezone of this property been made before? NO If yes, provide ZA# _____

The applicant request:

Rezoning to Zoning category: TB Conditional Use permit for: NA

Proposed use of property if rezoned: Commercial

Residential #of lots proposed: NA Minimum lot size proposed NA (Include Conceptual Plan)

Amenity area proposed NA, if yes, what _____

If Commercial: total building area proposed: _____ (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: Academy Ave Type of Surface: Asphalt

- ◆ 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.

Kevin Lalani
Signature of Applicant

2/10/23
Date

Office Use Only	
Date Completed Application Rec'd:	Amount Paid: \$ <u>600.00</u> ^{90.50} ⁶⁸⁵ ⁶⁷¹ ^{Total \$690.50} (CK) Cash CC
Date of Planning Commission Meeting: <u>3.13.23</u>	Dates Advertised: <u>2.22.2023</u>
Date of City Council Meeting: <u>03.20.23</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>4.17.23</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Approved: YES NO Date:

RECEIVED
FEB 10 2023
SH

Property Owner Authorization

I/We Vicki Looper/Pamela Haseton hereby swear that I / we own the property located at (fill in address and/or tax map & parcel #) 514 Academy Ave. Dawsonville, Ga. 30534 Parcel # D03-056 as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel will be affected by the request.

I hereby authorize the person(s), or entity(ies) named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 6 months from the date of the last action by the City Council.

Printed Name of Applicant or Agent Vicki Looper/Pamela Haseton
Signature of Applicant or Agent Vicki Looper/Pamela Haseton Date 2/10/23
Mailing Address 379 Pigeon Creek Drive
City Dawsonville State Ga. Zip 30534

Sworn and subscribed before me on this

10th day of FEB 2023

[Signature]
Notary Public, State of Georgia



My Commission Expires: 9-1-2026



131 Prominence Court
Suite 140
Dawsonville, Georgia 30534
706.525.9496 (Phone)
706.300.7178 (Cell)
info@LDPOfga.com
www.LDPOfga.com

Surveying - Land Planning - Consulting

Feb 10th 2023

CLIENT: Kevin Lalani

Council and Mayor:

We are writing to formally request a zoning amendment change to tax parcel D03 050 located at the corner of HWY 53 and Academy Street in the city of Dawsonville. It is the intent of our client to construct a mixed use development consisting of a proposed stand alone donut shop as well as a stand alone office/retail strip center. The proposed development will be accessed through the adjacent property to the west. We will tie into existing sewer, water, gas, and electric. We look forward to working with the City of Dawsonville to create a mutually beneficial development that is consistent with the future land use plan of the city.

Respectfully,

Doug Sherrill, PLS



RESERVED FOR RECORDING INFORMATION

RESERVED FOR RECORDING INFORMATION

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 69,054 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 289,654 FEET.
3. EQUIPMENT USED: TOPCON GPT 3002W 2" FOR ANGULAR AND LINEAR MEASUREMENTS.
4. THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY PRODUCE.
5. IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
6. BY GRAPHICALLY SCALING, THIS PROPERTY IS NOT LOCATED IN 100 YEAR FLOOD ZONE. REFERENCE MAP: FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER: 13685C0111C, DATED 04/04/2016.

BAIS OF BEARING
GRID NORTH GEORGIA WEST ZONE

ACADEMY AVENUE
49.5' RIGHT-OF-WAY
(IMPACT SURFACE)

GA HWY 53
60' RIGHT-OF-WAY
(IMPACT SURFACE)

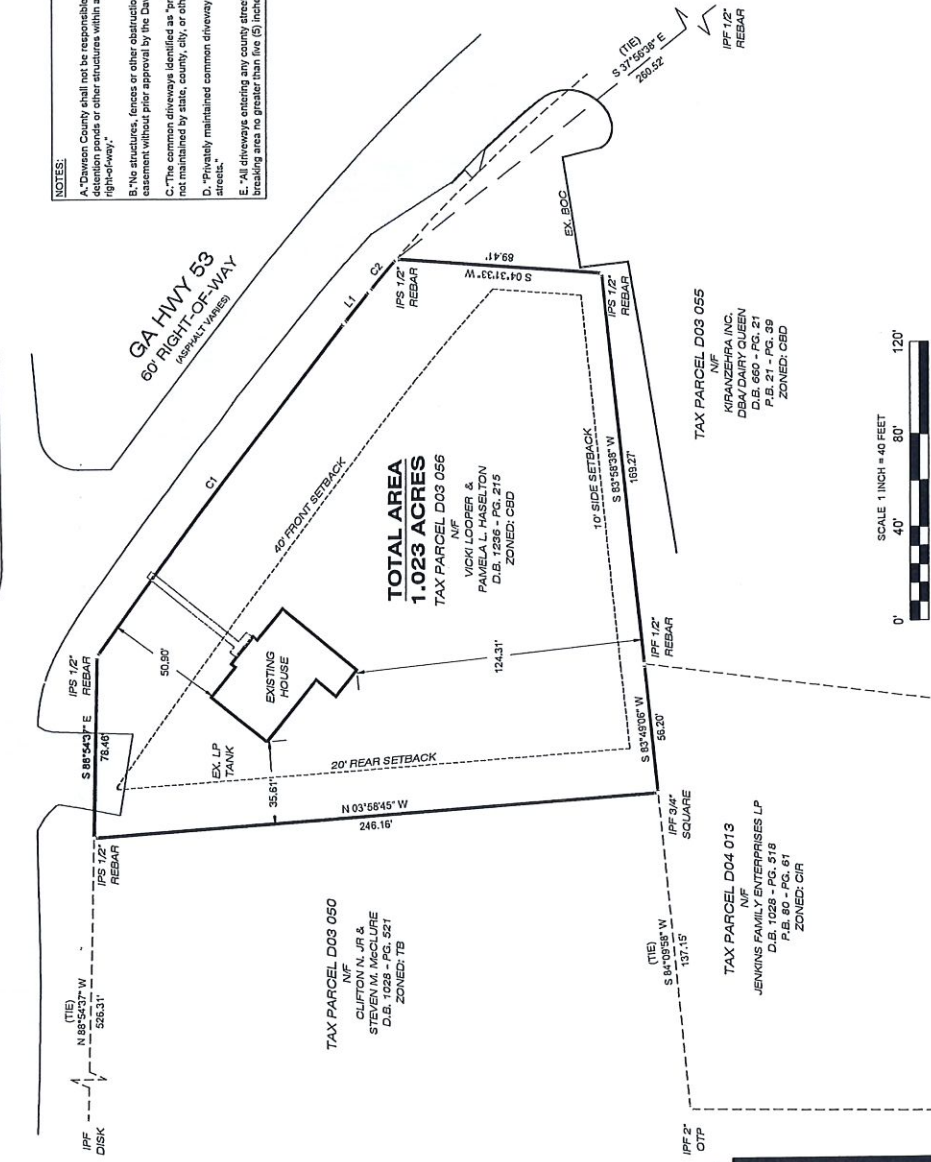
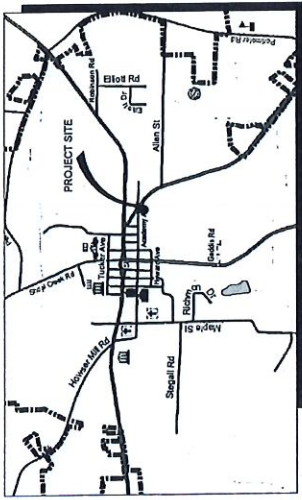
NTS
Vicinity Map

NOTES:

- A. Dawson County shall not be responsible for maintenance of any pipes, ditches, easements, or other structures within any drainage easement beyond the County Right-of-Way.
- B. No structures, fences or other obstructions may be located within a drainage or access easement without prior approval by the Dawson County Department of Engineering.
- C. The common driveways identified as "privately maintained" are private ways and are not maintained by state, county, city, or other public agencies.
- D. "Privately maintained common driveways are ineligible for adoption as public roads or streets."
- E. All driveways entering any county street or road shall have a minimum of ten (10) foot breaking area no greater than five (5) inches above the crown of the street or road.

LEGEND

- AF.....ANGLE IRON FOUND
- BS.....BUILDING SETBACK LINE
- CMF.....CONCRETE MONUMENT
- CP.....CORRUGATED METAL PIPE
- DI.....DIP INLET
- DBPG.....DEED BOOK, PAGE
- FW.....FIRE HYDRANT
- HW.....HEAD WALL
- IPF.....IRON PIN FOUND
- IPSS.....IRON PIN SET (5/8" REBAR)
- LL.....LAND LOT LINE
- MA.....MANHOLE
- NF.....NOW OR FORMERLY
- OTF.....OPEN TOP PIPE
- PC.....PROPERTY CORNER
- PL.....PROPERTY LINE
- PPG.....PLAT BOOK, PAGE
- POB.....POINT OF BEGINNING
- RSL.....REAR SETBACK LINE
- SS.....SIDE SETBACK LINE
- WV.....WATER VALVE
- WW.....WATER METER
- WV.....WATER VALVE
- WV.....PROPOSED WELL
- WV.....EXISTING WELL



SURVEYOR CERTIFICATIONS

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create new parcels. The surveyor has reviewed the records and has obtained all information of the documents, maps, plats, or other instruments which created the parcel or parcels as stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE PROPERTY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE TECHNICAL STANDARDS AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

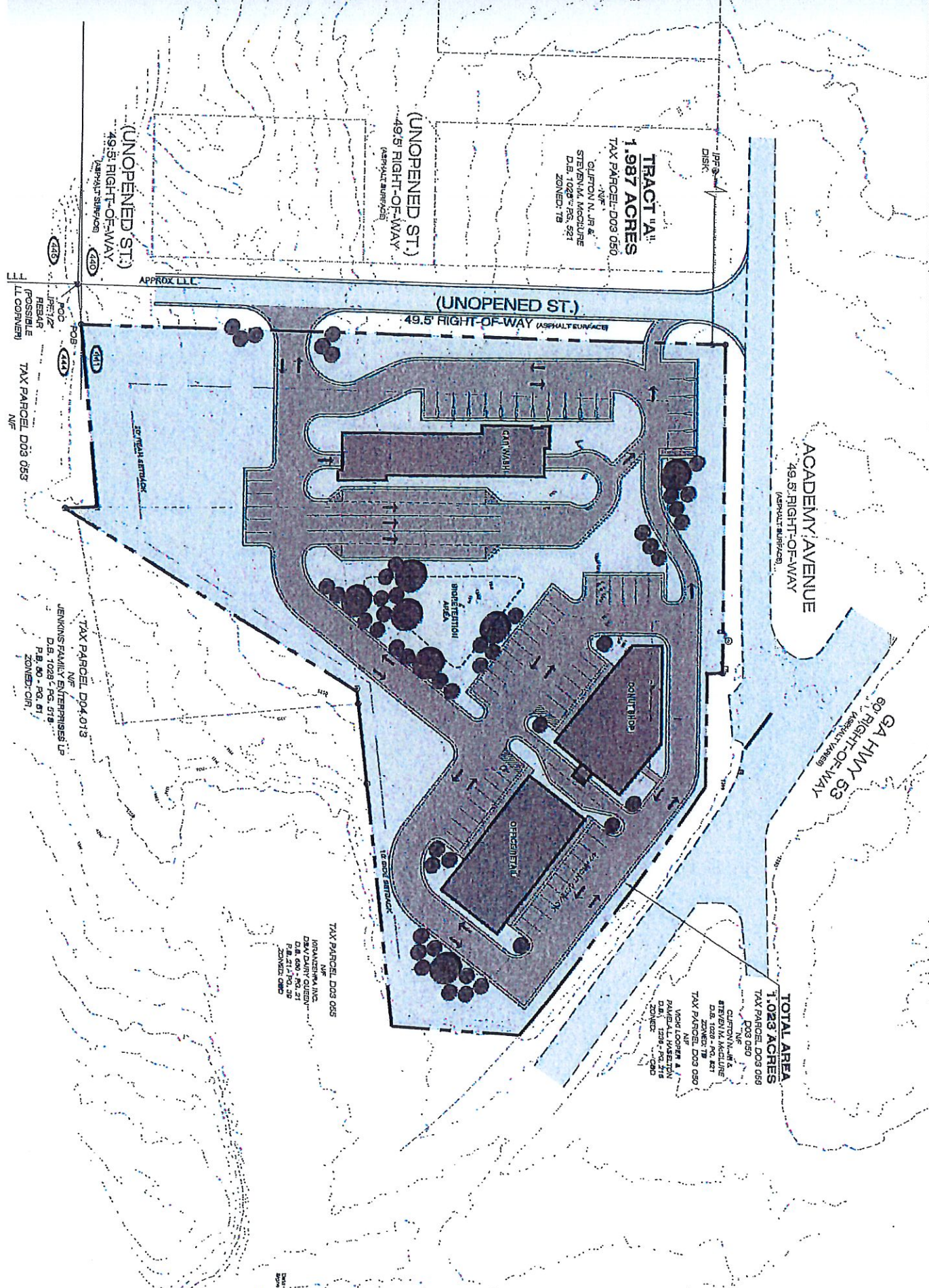
Douglas R. Sherrill

LAND SURVEYING AND PLANNING
 ♦ GA #2395 ♦
 131 Prominence Court
 Dawsonville, GA 30534
 www.LDPga.com
 doug@ldporga.com
 LSF001192



Revision Number	Date	Description
	Date: November 22, 2022	
	Field Date: November, 2022	
	DRAWN BY: JW	
	CHECKED BY: KEVAN LALANI	
	FIELD CREW: LDP	
	Job #: 5106.001	
	Checked By: DR5	
	Field Book: Carlson Surveyor 2	

Boundary Survey for:
ANITA LALANI
 Located In:
 Land Lot 441 - 4th District - 1st Section
 City of Dawsonville
 Dawson County, Georgia



TRACT "A":
1.987 ACRES
 TAX PARCEL: D03 050
 GURFON, JR. &
 STEVENA M. GURFON
 D.B. 1029-C, PG. 821
 ZONED: T8

(UNOPENED ST.)
 49.5' RIGHT-OF-WAY
 (ASPHALT SURFACE)

(UNOPENED ST.)
 49.5' RIGHT-OF-WAY
 (ASPHALT SURFACE)

(UNOPENED ST.)
 49.5' RIGHT-OF-WAY (ASPHALT SURFACE)

ACADEMY AVENUE
 49.5' RIGHT-OF-WAY
 (ASPHALT SURFACE)

GA HWY 53
 60' RIGHT-OF-WAY
 (ASPHALT SURFACE)

TOTAL AREA
1.023 ACRES
 TAX PARCEL: D03 058
 D03 050

TAX PARCEL: D03 058
 GURFON, JR. &
 STEVENA M. GURFON
 D.B. 1029-C, PG. 821
 ZONED: T8

TAX PARCEL: D03 055
 IRIANDEHYA INC.
 DEVI DARY QUEEN
 D.B. 1029-C, PG. 821
 ZONED: C8D

TAX PARCEL: D04 013
 JENKINS FAMILY ENTERPRISES LP
 D.B. 1029-C, PG. 818
 P.B. 40 - PG. 811
 ZONED: C81

TAX PARCEL: D03 053
 POSSIBLE
 (L. ORNEM)

OWNER: ANITA E LAHAI
PROPOSED REZONING PLAN
 Located In:
 Land Lot 441 - 4th District - 1st Section
 City of Dawsonville - Dawson County, Georgia



Revision No.	Date:	Description:

LAND SURVEYING AND PLANNING
 GA #2935
 131 Prominence Court
 Dawsonville, GA 30534
 Office: 706-300-7178
 www.LDPofga.com
 doup@ldpofga.com
LDP
 LAND DEVELOPMENT PROFESSIONALS

RECEIVED
 FEB 19 2020

City Council:

John Walden
Caleb Phillips
William Illg
Mark French



Mike Eason
Mayor

Robert Bolz
City Manager

Beverly Banister
City Clerk

Harmit Bedi
Planning Director

Stacy Harris
Zoning Admin Assistant

Planning Commission:
Randy Davis, Chairperson
Alexis Noggle, Post 1
Josh Nichols, Post 2
Sandy Sawyer, Post 3
Anna Tobolski, Post 4

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

PUBLIC NOTICE

The following public hearings will be conducted 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 conducted 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 C2300085: Kevin Lalani has petitioned a zoning amendment for TMP D03 056, Located at 514 Academy Ave from CBD (Central Business District) to TB (Town Business District). Public Hearing Dates: Planning Commission on March 13, 2023, and City Council on March 20, 2023. City Council for a decision on April 17, 2023.

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.



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 13

SUBJECT: IMPACT FEE STUDY PRESENTATION

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**PRESENTATION BY ADAM HAZELL FROM GMRC TO PRESENT THE FACTS FROM THE
IMPACT FEE STUDY**

HISTORY/ FACTS / ISSUES:

**DRAFT OF THE IMPACT FEE STUDY PROVIDED AT THE PREVIOUS MEETING; HARD COPIES
WILL BE PROVIDED AT MONDAY'S MEETING**

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Director



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 14

SUBJECT: GEORGIA ONE FUND GRANT FOR DAWSONVILLE HISTORY MUSUEM

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**TO REPORT ON A GRANT RECEIVED FOR THE DAWSONVILLE HISTORY MUSEUM –
CINDY ELLIOTT TO REPORT**

HISTORY/ FACTS / ISSUES:

- **CITY WILL BE ASKED TO ADMINISTER THE FUNDS**
 - **CONTRACT WILL BE NEEDED**
-

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager



**DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 15**

SUBJECT: **DOWNTOWN DEVELOPMENT UPDATE**

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____

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

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

PURPOSE FOR REQUEST:

**UPDATE REGARDING DOWNTOWN DEVELOPMENT DEPARTMENT ACTIVITIES INCLUDING
DDA ADVERTISING PROGRAM AND THE STRATEGIC PLAN AWARD PROCESS.**

HISTORY/ FACTS / ISSUES:

THE DEPARTMENT OF DOWNTOWN DEVELOPMENT BEGAN OPERATING OCTOBER 2022.

OPTIONS:

REQUEST FURTHER INFORMATION OR PROVIDE DIRECTION.

RECOMMENDED SAMPLE MOTION:

N/A

REQUESTED BY: Amanda Edmondson, Director of Downtown Development



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 16

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

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # _____ NA _____

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

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

PURPOSE FOR REQUEST:

TO PROVIDE PROJECT UPDATES

HISTORY/ FACTS / ISSUES:

SEE ATTACHED OUTLINE

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Bob Bolz, City Manager

CITY MANAGER REPORT

PREPARED MARCH 13, 2023, FOR MARCH 20, 2023, AGENDA

Comprehensive Plan: Thus far we have had two very successful Comprehensive Plan Meetings. At the first meeting, February 9th, we had 16 of 25 invitees present and at the second meeting, March 9th, we had 14 of 25 in attendance. The information is great. Our next meeting is on April 13th, we hope you can join us.

Personnel Vacancies: We continue to advertise for two vacant positions, the Planning and Zoning Director position as well as one Treatment Plant Operator position.

Assisted Listening Devices: We have installed an assisted listening device system in the City Council Chambers that can accommodate up to four devices at one time that we provide to help those with hearing impairments.

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 have estimates for the engineering. We advertised the availability of the space. We have a distillery company ready to rent part of the space; however, they have one question, does the city want to build out the bathrooms or do we want the vendor to?

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 have given the City Council a draft for review and Adam Hazell will be present at the March 20th meeting to make a presentation.

Downtown Strategic Plan: We have narrowed the 7 RFPs to three and have follow-up interviews scheduled with those vendors March 22nd, 24th, and 27th.

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.

GMRC Meetings: We are happy to report that we will be hosting two GMRC meetings in the coming months. On March 22nd, GMRC will host in internal brainstorming workshop. On May 17th, they will offer the City-County Manager's Meeting. Both will be held in our Joe Lane Cox Room.

GDOT Improvements to Downtown Roundabout: GDOT have advertised the project to restripe the crosswalks around the courthouse square. Please see below. When a contractor is selected and an NTP issued, they will notify us.

Wellness Program: The City Manager and Finance Director met with a representative from GMA regarding wellness program opportunities and we have a meeting next week with a representative from our health insurance company as we work to implement a program for our outstanding personnel.

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 must 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 are awaiting delivery for a new unit as old unit is obsolete. The new zip wire will cost the city \$8,000.00+ after a 50% discount. The mini merry-go-round is out of service as well, and we are awaiting parts. Both pieces of equipment were damaged by adults using it despite our efforts to prevent such use.
- **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 6th 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.
- **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 with work starting in late March or early April.
- **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:

- **Strategic Planning: Foundation of all Downtown Activities:**
 - a. Follow-up interviews are scheduled for the top three candidates.
 - b. Staff are 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. Created 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.
- **Created a co-op of business owners to advertise on HWY 53 billboard. DDA agreed to participate in funding this effort.**
 - 1) 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 4.

Water \$ 238.67 Sewer \$180.35 Total \$419.02

Calendar YTD \$1,978.55



DAWSONVILLE CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 17

SUBJECT: STAFF REPORT: FINANCE ADMINISTRATOR

CITY COUNCIL MEETING DATE: 03/20/2023

BUDGET INFORMATION: GL ACCOUNT # NA

Funds Available from: Annual Budget Capital Budget Other

Budget Amendment Request from Reserve: Enterprise Fund General Fund

PURPOSE FOR REQUEST:

TO PRESENT FUND BALANCE AND ACTIVITY THROUGH FEBRUARY 28, 2023

HISTORY/ FACTS / ISSUES:

SEE ATTACHED FINANCIAL REPORTS

OPTIONS:

RECOMMENDED SAMPLE MOTION:

REQUESTED BY: Robin Gazaway, Finance Administrator

CITY OF DAWSONVILLE, GEORGIA
GENERAL FUND
July 1, 2022 - February 28, 2023

67%

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	\$ 2,163,050	\$ 1,773,278	81.98%
Licenses and permits	91,900	71,327	77.61%
Intergovernmental revenues	6,000	-	0.00%
Fees	256,975	100,547	39.13%
Other	<u>796,326</u>	<u>139,992</u>	<u>17.58%</u>
Total revenues	<u>3,314,251</u>	<u>2,085,144</u>	<u>62.91%</u>
EXPENDITURES			
Department:			
Council	134,400	89,040	66.25%
Mayor	22,860	10,815	47.31%
Elections	15,000	-	0.00%
Administration	1,769,862	1,203,738	68.01%
City Hall building	163,694	115,146	70.34%
Animal control	1,536	100	6.51%
Roads	584,363	466,982	79.91%
Parks	65,528	77,530	118.32%
Planning and zoning	440,008	326,631	74.23%
Economic development	<u>117,000</u>	<u>8,000</u>	<u>6.84%</u>
Total expenditures	<u>3,314,251</u>	<u>2,297,982</u>	<u>69.34%</u>
TOTAL REVENUES OVER EXPENDITURES		(212,838)	
Transfer in From Reserves		<u>212,838</u>	
NET CHANGE IN FUND BALANCE		<u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
WATER, SEWER, AND GARBAGE FUND
July 1, 2022 - February 28, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Water fees	\$ 800,000	\$ 633,792	79.22%
Sewer fees	900,000	744,721	82.75%
Garbage fees	230,200	203,845	88.55%
Miscellaneous	<u>357,683</u>	<u>239,413</u>	<u>66.93%</u>
Total revenues	<u>2,287,883</u>	<u>1,821,771</u>	<u>79.63%</u>
EXPENDITURES			
Depreciation	574,000	427,381	74.46%
Garbage service	230,200	149,590	64.98%
Group insurance	164,000	120,610	73.54%
Insurance	-	455	#DIV/0!
Interest	87,450	53,498	61.18%
Payroll taxes	31,000	19,245	62.08%
Professional	193,000	289,340	149.92%
Miscellaneous	149,311	73,307	49.10%
Repairs/supplies	229,000	173,083	75.58%
Retirement	24,000	16,966	70.69%
Salaries	355,672	257,282	72.34%
Technical services	77,000	58,318	75.74%
Utilities	<u>173,250</u>	<u>103,372</u>	<u>59.67%</u>
Total expenditures	<u>2,287,883</u>	<u>1,742,447</u>	<u>76.16%</u>
INCOME (LOSS)		<u><u>79,324</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VI
 July 1, 2022 - February 28, 2023

SPLOST VI

	<u>Budget</u>	<u>Actual</u>	<u>Percentage</u>
REVENUES			
Taxes	-	-	#DIV/0!
Interest	100	942	942.00%
Other	<u>42,900</u>	<u>-</u>	<u>0.00%</u>
 Total revenues	 <u>43,000</u>	 <u>942</u>	 <u>2.19%</u>
EXPENDITURES (Capital Outlays)			
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	6,000	66.67%
Parks and recreation	<u>-</u>	<u>-</u>	<u>0.00%</u>
 Total expenditures	 <u>43,000</u>	 <u>78,538</u>	 <u>182.65%</u>
 TOTAL REVENUES OVER EXPENDITURES		 (77,596)	
 Transfer in From Reserves		 <u>77,596</u>	
 NET CHANGE IN FUND BALANCE		 <u><u>-</u></u>	

CITY OF DAWSONVILLE, GEORGIA
 SPLOST VII
 July 1, 2022 - February 28, 2023

SPLOST VII

	Budget	Actual	Percentage
REVENUES			
Taxes	1,599,900	836,752	52.30%
Interest	100	10,613	10613.00%
Other	-	-	0.00%
	1,600,000	847,365	52.96%
EXPENDITURES (Capital Outlays)			
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%
	1,600,000	699,867	43.74%
TOTAL REVENUES OVER EXPENDITURES		147,498	
Transfer in From Reserves		(147,498)	
NET CHANGE IN FUND BALANCE		-	