

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, May 17, 2021
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 Caleb Phillips, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Bob Bolz, City Clerk Beverly Banister, Planning Director David Picklesimer, Public Works Director Trampas Hansard, Finance Administrator Robin Gazaway and Utilities Operation Manager Jacob Barr.
3. **INVOCATION AND PLEDGE:** Invocation and Pledge were led by Councilmember Walden.
4. **ANNOUNCEMENTS:** Mayor Eason stated the Grand Opening of Main Street Park was a success and that was also the first Food Truck night; he thanked everyone for coming out. He also announced the elevator in City Hall is broken.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following items (a) made by C. Phillips; second by J. Walden. Vote carried two in favor (Phillips, Walden) with one abstained (French).
 - a. Approve Minutes
 - Regular Meeting and Executive Session held May 3, 2021
8. **APPOINT AND SWEAR IN COUNCILMEMBER, POST 2:** Motion to appoint William Illg for Councilmember Post 2 to fulfill the unexpired term of Stephen Tolson made by J. Walden; second by C. Phillips. Councilmember French stated he personally spoke with William Illg and appreciates his willingness to serve and believes he will make a fine addition to the Council. Councilmember French also stated his concerns regarding the lack of a process in the Charter in which to appoint an official when there is a vacancy. Additionally, he felt the name of the proposed official should have been included in the agenda packet for public disclosure. Councilmember Phillips asked City Attorney Tallant if the Council is following the Charter for this appointment; Attorney Tallant affirmed the Charter is being followed. Further discussion occurred regarding adding a process of appointing officials to the Charter. Councilmember French clarified he in no way implied the Council was not following the Charter for this appointment. Vote carried two in favor (Walden, Phillips) with one opposed (French).

Mayor Eason swore in William Illg to serve as the Councilmember for Post 2. Councilmember William Illg then joined the Council on the dais.
9. **EMPLOYEE RECOGNITION:** Mayor and Council presented the April 2021 Employee of the Month award to Stephen McNeal. Service awards were given to Westin Lee for 4 years of service and Beverly Banister for 6 years of service. Mayor Eason read a proclamation for National Public Works Week and presented it to the Public Works Department.

BUSINESS

Mayor Eason explained the purpose of items #10 - #23 on the agenda is to amend the zoning to all the City's properties to INST (Institutional District) and will ask for one motion after the reading of the requests. Planning Director Picklesimer read all zoning amendment requests.

10. **ZA-C2100140:** City of Dawsonville has requested a zoning amendment for TMP 092B 007 Land Lot 375 4th District, Located at 565 Highway 9 North, consisting of 0.147 acres, from LI (Light Industrial District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
11. **ZA-C2100141:** City of Dawsonville has requested a zoning amendment for TMP D01 049 Land Lot 439 4th District, Located at 26 Maple Street South, consisting of 2.00 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.

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12. **ZA-C2100142:** City of Dawsonville has requested a zoning amendment for TMP D01 033 Land Lot 440 4th District, Located at 0 Church Street, from TB (Town Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
13. **ZA-C2100143:** City of Dawsonville has requested a zoning amendment for TMP D01 021 Land Lot 439 and 446 4th District, Located at 170 Academy Ave, consisting of 2.30 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
14. **ZA-C2100144:** Dawsonville Downtown Development Authority has requested a zoning amendment for TMP D01 022 Land Lot 446 4th District, Located at 41 Mills Ford Road, consisting of 2.99 acres, from CBD (Central Business District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
15. **ZA-C2100146:** City of Dawsonville has requested a zoning amendment for TMP 083 043 Land Lot 514 4th District, Located at 695 Maple Street South, consisting of 1.00 acres, from R2 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
16. **ZA-C2100147:** Dawsonville Downtown Development Authority has requested a zoning amendment for TMP 082 006 007 Land Lot 300, 301 and 312 4th District, Located at 1307 Shoal Creek Road, consisting of 1.40 acres, from R1 (Restricted Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
17. **ZA-C2100148:** City of Dawsonville has requested a zoning amendment for TMP 093 009 Land Lot 58 4th District and Land Lot 428 13th District, Located at 244 Memory Lane, consisting of 3.20 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
18. **ZA-C2100149:** City of Dawsonville has requested a zoning amendment for TMP 093 055 079 Land Lot 576 4th District, Located at 140 Crocket Drive, consisting of 0.334 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
19. **ZA-C2100150:** Dawsonville Downtown Development Authority has requested a zoning amendment for TMP 092B 014 Land Lot 376 and 377 4th District, Located at 253 Gober Sosebee Street South, consisting of 0.728 acres, from LI (Light Industrial) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
20. **ZA-C2100151:** City of Dawsonville has requested a zoning amendment for TMP 091 058 Land Lot 104 4th District, consisting of 5.0 acres, from R1 (Restricted Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.
21. **ZA-C2100152:** City of Dawsonville has requested a zoning amendment for TMP 082 013 Land Lot 370 4th District, Located at 326 Bent Ridge Drive, consisting of 0.52 acres, from R3 (Single-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.

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22. **ZA-C2100153:** City of Dawsonville has requested a zoning amendment for TMP 082 004 001 Land Lot 310 4th District, Located at 327 Burt Creek Road, consisting of 0.11 acres, from R1 (Restricted Single family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021.

23. **ZA-C2100154:** City of Dawsonville has requested a zoning amendment for TMP 093 041 001 Land Lot 511 4th District, Located 16 Farmington Circle, consisting of 0.057 acres, from R6 (Multiple-family Residential District) to INST (Institutional District). Public Hearing Dates: Planning Commission on April 12, 2021 and City Council on May 3, 2021. City Council for a decision on May 17, 2021

Motion to approve all zoning amendment requests items #10 - #23 made by M. French; second by J. Walden. Vote carried unanimously in favor.

24. **PLANNING COMMISSION APPOINTMENT, POST 3:** Motion to appoint Sandra Sawyer to the Planning Commission Post 3 made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

25. BUDGET AMENDMENT REQUESTS:

a. **CATERING KITCHEN:** Motion to approve a budget amendment in the amount of \$13,100.00 from General Fund Reserves for the installation of the external water/sewer lines into the Gordon Pirkle Room awarded to Townley Construction and to approve a budget amendment in the amount of \$18,500.00 from General Fund Reserves for the installation of indoor plumbing to the Gordon Pirkle Room awarded to Innovative Plumbing made by M. French; second by J. Walden. Vote carried unanimously in favor.

b. **SKATE PARK:** Motion to approve a budget amendment in the amount of \$43,000.00 from General Fund Reserves, possibly to be paid back by SPLOST VII, for the installation of an all steel skatepark ramp system awarded to the Sole Source provider of an American made steel equipment provider, American Ramp Company and to approve a budget amendment from General Fund Reserves for up to \$25,000.00 to construct a concrete pad to mount the equipment made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

c. **ELECTRIC GOLF CART:** Motion to approve a budget amendment in the amount of \$7,800.00 from General Fund Reserves for the purchase of an electric golf cart from North Atlanta Golf Cart made by W. Illg; second by M. French. Vote carried unanimously in favor.

d. **CONCRETE SLABS FOR SHELTERS:** Motion to approve a budget amendment in the amount of \$12,680.00 from General Fund Reserves for the construction of two concrete pads to place existing shelters on at Main Street Park awarded to Jerry Townley Concrete made by C. Phillips; second by J. Walden. Vote carried unanimously in favor.

26. **HIGHWAY VETERAN'S FLAG PROGRAM:** City Manager Bolz explained the City was approached by the Etowah Masonic Lodge to assist with installing and removing the Veteran Flags on Highways 53 and 9 and around the Historic Courthouse several times throughout the year; Attorney Tallant has developed an agreement between the City and the Lodge to be considered for approval.

Motion to approve the agreement as presented made C. Phillips; second by M. French. Vote carried unanimously in favor. (Exhibit "A")

ORK SESSION

27. **HAUNTED GHOST TOUR – USE OF MEMORIAL GARDENS BY GEORGIA RACING HALL OF FAME:** Cindy Elliott presented a plan to offer a Haunted Ghost Tour to benefit the Georgia Racing Hall of Fame incorporating different areas of the City and requested use of Memorial Gardens.

Motion to approve the use of Memorial Gardens by the Georgia Racing Hall of Fame to conduct a haunted ghost tour made by M. French; second by J. Walden. Vote carried unanimously in favor.

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- 28. GEORGIA RACING HALL OF FAME – MOONSHINE FESTIVAL OUTSIDE BAR IN WINNER'S CIRCLE:** Cindy Elliot discussed the use and plan of utilizing the Winner's Circle outside of the museum for a bar during the 2021 Mountain Moonshine Festival; a permit has been submitted.

Motion to approve the permit as requested made by C. Phillips; second by M. French. Vote carried unanimously in favor.

- 29. FY 2021-2022 PROPOSED BUDGET PRESENTATION:** Finance Administrator Robin Gazaway presented the proposed FY 2021-2022 budget to the City Council. A public hearing is scheduled for the June 7, 2021 City Council meeting and the adoption of the budget by resolution will be considered at the June 21, 2021 meeting.

STAFF REPORTS

- 30. BOB BOLZ, CITY MANAGER:** City Manager Bolz reported on the two upcoming Food Truck Nights; June 11, 2021 and July 9, 2021, both will occur at Main Street Park. He also stated there may be a movie in the park after the July 9th event which will be sponsored by a local church. He reported the leak adjustment total through April 14, 2021 was \$152.41.
- 31. ROBIN GAZAWAY, FINANCE ADMINISTRATOR:** Financial reports representing fund balances and activity provided through April 30, 2021.

EXECUTIVE SESSION

At 5:52 p.m. a motion to close regular session and go into executive session for pending litigation was made by W. Illg; second by J. Walden. Vote carried unanimously in favor.

At 6:15 p.m. a motion to close executive session was made by J. Walden; second by C. Phillips. Vote carried unanimously in favor.

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

ADDITIONAL BUSINESS:

Mayor Eason discussed the civil action lawsuit filed against Dawson County regarding the improper SPLOST; he further stated the Council has been working with the County to resolve the issue through an Intergovernmental Agreement (IGA). Attorney Tallant provided a summary of the items in the IGA that will be considered. They include the paving of some roads including the City's portion, funding certain expenses related to the Sheriff's office, a monetary contribution toward mutually beneficial projects, reaching an IGA on downtown parking and some priority funding after the Level 2 projects of the County are completed. He stated he will make the changes to the IGA as requested by the Council and if approved he will send it to the County for consideration.

Motion to approve the IGA with changes as discussed and recommended by legal counsel made by M. French; second by W. Illg. Vote carried unanimously in favor. (Exhibit "B")

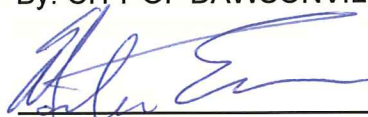
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JOURNMENT:

At 6:19 p.m. a motion to adjourn the meeting was made by M. French; second by J. Walden. Vote carried unanimously in favor.

Approved this 7th day of June 2021.

By: CITY OF DAWSONVILLE



Mike Eason, Mayor

absent

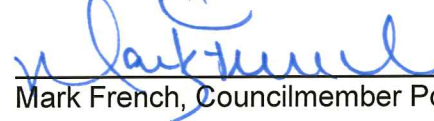
Caleb Phillips, Councilmember Post 1



William Illg, Councilmember Post 2



John Walden, Councilmember Post 3



Mark French, Councilmember Post 4

Attested:



Beverly A. Banister, City Clerk



STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor Michael Eason, Councilmember John Walden, Councilmember Caleb Phillips, William Ilg, Councilmember Post 2 (~~Vacant~~) and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on May 17, 2021.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5⁵² 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 17th day of May 2021; By the City of Dawsonville, Mayor and Council:


Mike Eason, Mayor

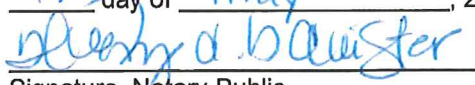

Caleb Phillips, Councilmember Post #1


William Ilg, Councilmember Post #2


John Walden, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this
17 day of May, 2021.


Signature, Notary Public

My Commission expires: Feb 18, 2024



AGREEMENT

This Agreement (hereinafter, the "Agreement") is made and entered into this 18 day of May, 2021, by and between the City of Dawsonville, Georgia (the "City"), a Georgia municipal corporation, and Etowah Masonic Lodge, # 222, ("Lodge") (collectively, with the City, the "Parties").

RECITALS

WHEREAS, Lodge has developed a program to honor the military service of veterans in and around Dawsonville and Dawson County, Georgia;

WHEREAS, the program includes the placement of the flags of the United States of America as well as markers to commemorate the service of veterans;

WHEREAS, the City derives benefit from this program as it brings people, including visitors and tourists, into the City of Dawsonville, all the while creating community pride and a sense of camaraderie among the citizens of the City;

AND WHEREAS, the City desires to see this program of the Lodge continue, and the Lodge is desirous of having the City participate in the program.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, the Parties hereby agree as follows:

I. RESPONSIBILITY OF LODGE

Lodge shall be responsible for the following, including any financial expenditures related to the same:

- Purchasing new and replacement flags
- Retirement of flags
- Assessment of when for safety reasons or otherwise, a flag should be retired, and the retirement of any flags which during the course of this Agreement the City determines should be retired
- Purchasing new and replacement markers recognizing veterans' service
- Lettering of markers recognizing the service of veterans
- Purchasing new and replacement staking tools or devices used to place flags or markers
- Storage of flags and markers
- Accepting, processing, and administration of applications for new flags or markers to include the collection of any application fee.
- Any and all other tasks, responsibilities, or liabilities not expressly taken on by City in the following section.

II. RESPONSIBILITY OF CITY

City shall have the following responsibility, including any financial expenditures related to the same:

- Transport, placing and removal of flags as follows
 - Flags and markers will be placed in the City of Dawsonville, Georgia, around the Downtown Square (around the Historic Courthouse), and from there will extend North and South along Georgia Highway 9, as well as East and West along Georgia Highway 53.
 - Flags and markers will be placed and removed prior to and after the following three holidays: Memorial Day, Independence Day, Veterans Day
 - City will be responsible for the loading, unloading, and transportation of flags and markers to and from the storage facility maintained by Lodge.

III. MISCELLANEOUS PROVISIONS

A. Effective Date and Term

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto, with the official "effective date" of the agreement being that date set forth in the first paragraph. The Agreement shall terminate one year after its effective date, *provided that* if no notice of termination is provided by either party sixty days prior to the anniversary of the effective date of the Agreement, the Agreement shall be automatically renewed for another year. The foregoing notwithstanding, either party may terminate this Agreement at any time upon sixty (60) days' notice to the other party.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement has been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. There are no third-party beneficiaries of this Agreement. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of

such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

D. Indemnification

Lodge shall hold harmless, defend and indemnify the City of Dawsonville from any and all liability resulting from this Agreement or the performance of either party hereunder, including but not limited to any and all issues arising out of the placement, maintenance, and condition of any flag or marker placed by the City pursuant to this Agreement. Lodge shall have the City named as an additional insured on its insurance policy for the purpose of this Agreement.

E. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that they have the authority to enter into the Agreement for the Party for which they sign.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

City of Dawsonville, Georgia:

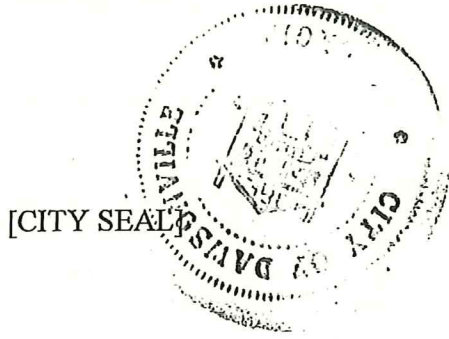


Mike Eason
Mayor


Attest: 

Print Name: Beverly A. Banister

Title: City Clerk



Etowah Masonic, Lodge, # 222



Print Name: J. Ricky Mincey
Capacity: worshipful master

Attest: 

By: Secretary Etowah 222

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter, the "Agreement") is made and entered into this ____ day of _____, 2021, by and between Dawson County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Dawsonville, Georgia (the "City"), a municipal corporation (County and City, collectively, the "Parties").

RECITALS

WHEREAS, City has asserted claims against County relating to the SPLOST approved by voters on March 16, 2021 (the "SPLOST") and filed a lawsuit in Dawson County Superior Court (2021-cv-0151) to challenge the SPLOST (the "Lawsuit");

WHEREAS, County denies the validity of such claims, has asserted the legality of the SPLOST, and has filed a motion to dismiss the Lawsuit; and

WHEREAS, rather than litigate the validity of the claims, the Parties desire to fully and finally settle any claims, as well as all remaining differences, legal disputes, claims, actions, causes of action, charges, or complaints between and among them, arising out of the SPLOST.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the signatures below, and intending to be legally bound, the Parties hereby agree as follows:

I. NO ADMISSION OF LIABILITY

The execution of this Agreement and the consideration given by each Party hereunder shall not be deemed to be an admission of liability or wrongdoing by any of the Parties, and each Party expressly denies for itself any liability or wrongdoing. Notwithstanding the foregoing, the City shall issue a press release wherein it states the following concepts: (1) the City in good faith challenged certain aspects of the SPLOST; (2) the County in good faith asserted the validity of the SPLOST and filed a motion to dismiss the Lawsuit; and (3) that in order to move the best interests of the citizens of Dawson County and the City of Dawsonville forward, the City and County worked together to reach an agreement that allows their dispute to end and the SPLOST to go forward without any further challenge. The County may join in the City's press release, or may issue its own addressing the same points.

II. COUNTY PROJECTS

The County shall develop the following projects in accordance with the provisions set forth below. The County may use SPLOST funds or other available funds to complete the projects.

- A. Road Repaving. The County shall repave the following roads as part of its road and culvert improvements projects:
- i. Shoal Creek Road from the Historic Courthouse to State Route 136. This improvement shall be completed within the time provided for completion of projects under the SPLOST.
 - ii. Burt Creek Road from State Route 136 to the Dawson County/Lumpkin County line. This improvement shall be completed within two calendar years from execution of this Agreement.
- B. Sheriff Patrol Vehicles. The City, the Dawson County Sheriff, and the County are finalizing a separate IGA (the "Sheriff IGA") for the City to fund certain aspects of the law enforcement budget so as to provide additional services for the incorporated area of Dawson County. The Sheriff IGA contemplates the addition of two Sheriff's deputies to serve the incorporated area of Dawson County. Based on the requirement that SPLOST funds must be spent on capital assets, the County shall fund the one-time purchase of the fixed (capital) assets necessary to initially equip the two deputy positions contemplated by the Sheriff IGA, consisting of: two patrol vehicles for use by the Dawson County Sheriff, and the uniforms, vests, body cameras, firearms, and similar capital equipment associated with the two deputy positions. It is understood by the Parties that the County's requirement to fund expenses under this paragraph is contingent upon the City, the Dawson County Sheriff, and the County finalizing and entering into the Sheriff IGA. In the event the Agreement between the City, the Dawson County Sheriff and the County is not entered into by the Parties, the County's obligations under this provision shall cease.
- C. Contribution Toward Mutually Beneficial Projects. The County shall contribute \$125,000.00 toward any City project or projects which reasonably benefit the citizens of both the City and the unincorporated County. By way of example and not limitation, it would not be appropriate to utilize the funds provided for in this paragraph in order to resurface a street within a residential subdivision development. The County shall fund such project(s) as a reimbursement of incurred costs. The City may request County confirmation that the particular project(s) selected by the City are consistent with this paragraph, which confirmation shall not be unreasonably withheld or delayed. Reimbursement will be made within thirty (30) days of receipt of invoices for incurred costs.

III. IGA FOR PARKING

The City and County will enter into an IGA, wherein the County shall make County-owned parking lots within the City available for City uses after-hours and on weekends. This will apply to parking spots at all County facilities in Dawsonville, including any future County facilities (e.g. Health Department) that may, in the County's discretion, be constructed within the corporate limits of the City of Dawsonville. The term of the IGA shall be for the term of SPLOST VII, with an option to renew (upon approval by both parties) for additional terms of five years after the initial term. The IGA shall include reasonable notice requirements when either party has a major event that would require significant parking needs, and City must promptly clean up the parking lot after its major events. Nothing in the IGA will prevent the County from relocating or modifying any facility or parking area in its sole discretion.

IV. IGA FOR SPLOST

The Parties agree to enter into a SPLOST Intergovernmental Agreement ("SPLOST Agreement"), promptly after approval of this Agreement, reflecting the SPLOST that was approved by voters on March 16, 2021. The Agreement will also specify that after the collection of the first \$8,500,000.00 (to be used for Level II County Wide Projects), the City shall receive the next \$1,500,000.00, which amount shall be counted towards its overall 12% of the SPLOST proceeds after the collection of the \$8,500,000.00. The IGA shall provide, after the City has received its \$1,500,000.00, for the County to have an accelerated payment period, wherein the collections are balanced to the City/County respective 12%/88% parameters, and after such balance is achieved, the remainder of the SPLOST proceeds will be collected based upon those same percentages (12% and 88%).

V. RELEASE AND DISMISSAL OF LAWSUIT

With the execution of this Agreement and the separate IGAs called for in paragraphs III and IV, except for the County's obligations set forth in this Agreement, City, on behalf of itself and its agents, assigns, employees, and officers, does hereby forever release and discharge the County and each of its agents, assigns, employees, and officers, and any others who may have acted in concert with the County, from any and all charges, complaints, claims, counterclaims, third-party claims, liabilities, obligations, promises, agreements, controversies, demands, damages, expenses, actions, causes of action or suits of any kind or nature, known or unknown, direct or indirect, arising out of the SPLOST, including without limitation any claim that the SPLOST is invalid or improper, that the County violated any of the City's rights in connection with the SPLOST, or that the City is entitled to any share of SPLOST proceeds not set forth in the SPLOST Agreement. (Nothing herein shall constitute a waiver or release of any claim by the City that the County has not complied with the terms of the SPLOST Agreement or this Settlement Agreement.) Within three business days after complete execution of this Agreement and the IGAs called for in paragraphs III and IV, the City shall dismiss the Lawsuit with prejudice and file an accompanying final case disposition form. Each Party shall bear its own legal fees and costs associated with the Lawsuit and the negotiation of this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Effective Date

This Agreement shall become effective immediately upon the execution of this Agreement by all Parties hereto.

B. Entire Agreement

This Agreement contains the entire agreement of the Parties and no waiver, modification, or amendment of this Agreement shall be valid unless it is by an express writing and signed by the Parties.

C. Construction of Agreement

The Parties acknowledge and agree that this Agreement and the full and final settlement memorialized herein have been negotiated between and among the Parties. In the event of a dispute about the meaning, construction, or interpretation of this Agreement, no presumption shall apply so as to construe the language of the Agreement for or against either Party. This Agreement shall be binding upon and inure to the benefit of all of the Parties and upon their administrators, representatives, executors, successors and permitted assigns. This Agreement may be executed in multiple counterparts and all such counterparts shall be taken together so that they may constitute a completely executed agreement among the Parties. This Agreement shall not be construed to confer upon any third person or entity not a Party any rights or privileges, or to impose upon any of the Parties any obligations or responsibilities to third persons or entities not Parties. If any provision of this Agreement is held to be illegal or invalid in any suit, action or proceeding by a court of competent jurisdiction, such provision shall be deemed to be severed and deleted for purposes of such suit, action or proceeding only, unless otherwise ordered by such court, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

D. Authority to Sign

The individuals signing this Agreement hereby represent and warrant that he/she has all of the requisite power, authority and competency to execute and enter into the Agreement for the Party represented. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and the County have executed this Agreement, effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

City of Dawsonville, Georgia:

Mike Eason

**Mike Eason
Mayor**

Attest: _____

Beverly A. Banister

Print Name: _____

Beverly A. Banister

Its: City Clerk _____



Dawson County, Georgia:

**Billy Thurmond
Chairman, Board of Commissioners**

[COUNTY SEAL]

Attest: _____

By: _____

Its: County Clerk _____